

STATEMENT OF WORK (SOW)
For
INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) - EXTERIOR REPAIRS
MICHAEL E. DeBAKEY VA MEDICAL CENTER HOUSTON, TX 77030

1. GENERAL TERMS:

1.1 THIS WORK IS BEING PERFORMED IN A HOSPITAL ENVIRONMENT

1.1.1. Contract shall be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for construction at the Michael E. DeBakey Veterans Administration Medical Center (MEDVAMC), Houston, TX. Construction projects shall be awarded by individual task orders on an as needed basis. Projects shall be in support of real property maintenance, repair, alteration, and/or new construction. The Contractor shall be required to furnish all materials, equipment, and personnel necessary to maintain a management office close enough to allow for a one (1) hour response time, during normal business hours, to receive work reports and provide other engineering management services needed to accomplish individual jobs. The jobs may include tasks in a variety of trades such as, but not limited to, carpentry, excavation, road repair/replacement, sidewalk repair/replacement, exterior electrical work, irrigation and water piping, drainage piping, sewage piping, sheet metal, painting, demolition, concrete and masonry, granite repair replacement, welding and mechanical. Any hazardous materials resulting from the demolition shall be properly disposed of in accordance with standard industrial practices and local, state and federal standards.

1.1.2. The contractor's performance of this contract shall NOT interfere with Patient Care or Hospital Operation.

1.1.3. If necessary for reasons of patient care/hospital operation, the Contracting Officer (CO)/Contracting Officer's Representative (COR) may direct the contractor to stop work or limit the types of work that can be performed. This may occur with little or no advance notice.

1.2. The Department of Veterans Affairs has a requirement for general contractors to perform non-recurring maintenance, minor construction projects and emergency repair at Michael E. DeBakey VA Medical Center, Houston, TX. Contractor shall have a local office in order to meet the response time of one hour or less. The resulting contract will be a fixed price task order Indefinite Delivery/Indefinite Quantity (IDIQ) contract.

1.3. The contractor shall furnish all materials, equipment and personnel necessary to accomplish each Task Order (TO). Each TO will vary in size and dollar amounts. Task Orders (TO) will involve, but not be limited to trades, such as carpentry, road repair, roofing, excavation, electrical work, steam work, plumbing, sheet metal, painting, and demolition, concrete masonry, welding and mechanical. Minimum Task Order will be \$2,000 and a maximum Task Order will be \$500,000.

1.4. The VA Medical Center maintenance/repair/renovation shall conform to the requirements of the Joint Commission of Accreditation of Health Care Organizations (JCAHO) Environmental Care Standards and other applicable codes and standards.

2. COEFFICIENTS

A “coefficient” is the Contractor pricing factor which is multiplied against the standard unit prices in calculating task order (TO) prices. It is proposed by offerors as a percentage increase (e.g., 1.10) or decrease (e.g., 0.95), or a net (e.g. 1.00) to the current RS Means Construction Costs and shall not exceed 2 decimal places. The Contractor’s Coefficient shall include all cost elements not included in the current RS Means Construction Cost Data Book (e.g., overhead, profit, Davis-Bacon wages, local area pricing factors, minimum design costs, G & A expenses, bond premiums, gross receipts taxes, quality control, clean-up, subcontractor mark-up, labor burden, mobilization/demobilization, permits and licenses, taxes, depreciation, as-built drawings, submittals, site security, etc.). The offeror shall submit coefficients for the contract unit price book and non-priced items as specified (percentage factors) for all pricing coefficient categories. The Government **estimated** that **5% to 25%** of all work on this contract shall be for work accomplished on a non-standard time basis. Non-standard work hours shall be paid to the Contractor only if the Contractor is directed to work during non-standard hours by the Contracting Officer. On individual task orders, the contractor may offer a coefficient that is less than the coefficient found in Schedule B (Bid Schedule) of the contract, but cannot offer a coefficient greater than the applicable coefficient on Schedule B (Bid Schedule) of the contract.

3. WORK HOURS

3.1. Standard Hours – 8:00 AM to 4:30 PM Monday through Friday with all Federal Holidays recognized as non-working days. However, the nature of some of the work for various projects in order to keep the hospital operations will require some construction tasks to take place evenings, nights, weekends and/or holidays. The successful contractor(s) will need to coordinate when this kind of work can be performed with the VA contracting officer or contracting officer’s representative. Offerors shall perform any or all work during standard hours (normal working hours) in accordance with the scope of work in individual task orders against this contract for the unit price sum specified in the Unit Price Book, multiplied times the coefficient for Standard Hours. A different coefficient shall apply to non-standard hours as per the attachment.

3.2. Non-Standard Hours – Any hour(s) other than Standard Hours as stated above (4:30 PM to 7:00 AM). Offerors shall perform any or all working other than standard hours (acceleration or work to be performed outside the standard hours in accordance with the scope of work in individual task orders against this contract for the until price sum specified in the Unit Price Book, multiplied times the coefficient for Non-Standard Hours and will be used when the Government requires the contractor to perform work outside the facility’s standard (normal working) hours.

3.3 Davis Bacon wage rates shall apply and overtime pay must be paid to contractor employees who work more than 40 hours per week. This construction contract will NOT separately account for any non-standard hours as it affects the contractor’s employee pay.

3.4. Some Task Orders will require the contractor to perform all functions called for in the Task Order during other than Standard Hours. The Task Orders will be identified on an “as needed” basis. Otherwise, contractors will not be permitted to work on Saturdays, Sundays or Federal holidays unless authorized in writing by the Contracting Officer/Contracting Officer’s Representative. Such requests are to be submitted to the CO/COR a minimum of three (3) working days in advance of his/her intention to working during other periods as designated in the Task Order. The exclusion of work on Saturday, Sunday, and Federal holidays will be considered in computing the performance time of each task order.

3.5 Federal Holidays

3.5.1. The Federal Government observes the following days as holidays.

New Year's Day	January 1 st *
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th *
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th *

*If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday.

3.5.2. In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President's Proclamation

3.6 CONFORMANCE TO CODES AND REGULATIONS.

National and international codes and regulations for building construction and safety will be used where applicable. Current architectural, engineering, and construction practices shall be incorporated in the project design to obtain quality and to provide a functional, complete, and usable facility. The applicable list of National Codes and Regulations (Latest Edition) includes, but is not limited to, the following:

- BOCA Code;
- International Building Code
- National Electric Code
- National Fire Protection Code
- National Safety Code
- OSHA Regulations
- ASHRA-E, Codes, Standards
- International Plumbing Code

4. PRICE INFORMATION

4.1. The "**Burdened No City Cost Index**" unit prices identified in the current copy of Cost Works shall be used as the price book for this contract. The cost estimating software shall be used for cost estimating for this contract. The "Total" "Burdened No City Cost Index" costs shall be summed and multiplied by the applicable Contractor's coefficient.

4.2. The total costs shall be as printed in the current databases, without changing the daily output or equipment, material, or labor rates. No provision shall be made for local costs in excess of the Cost Estimating Guide other than the Contractor's coefficient. No deviation from the cost estimating software labor, material, equipment, or daily output shall be authorized unless approved, in writing, by the Contracting Officer.

4.3. The contractor shall provide a current edition of the Unit Price Book (UPB) and estimating software, CD Rom version, to the Government COR as a requirement of the contract. Updates shall be provided to the Government at the Contractor's expense to incorporate the most current annual updates of the cost estimating software databases as they become available. Receipt of update information each year does not obligate the Government to exercise any contract option years. The contractor shall obtain the CD Rom version of the aforementioned UPB and the estimating software and shall submit all price proposals electronically using the estimating software. It is the contractor's responsibility to purchase the publications and computer software noted above. The contractor shall possess the most current versions throughout the entire life of the contract. Receipt of update information each year does not obligate the Government to exercise any contract option years.

4.4. The offeror's coefficients (percentage factor) must contain all allowable Contractor costs, including all contingencies and profit. Examples of such costs include, but are not limited to, overhead, bond premiums, insurance, all payroll taxes, gross receipts tax, general conditions (superintendents salaries and builders' risk insurance), mobilization, demobilization, infection control measures (dust partitions, negative air, etc), required construction equipment (offeror) is expected to hire subcontractors which have their own equipment common to the trade), daily and final clean up, required safety equipment and devices, traffic barricades, flag persons, permits, licenses, as-built drawings, submittals, waste, waste handling and disposal, swell and compaction, travel or freight charges, paperwork fees associated with a certain task order (i.e. asbestos abatement removal plan preparation), consultant fees, all on or off site storage, differential between costs and actual costs, special clothing for workers, administrative support, progress meeting expenses, contract start-up costs, required computer equipment/supplies and all contingencies and risks associated with this contracts as no other allowance shall be made after award. The appropriate coefficient shall also apply to the non-priced items added as a "Supplement to the cost estimating software".

4.5. Unit Pricing Information

4.5.1. The RS Means Building Construction Cost Data Book contains pricing information for the work to be accomplished and for the units of measure specified. This pricing guide is to be used by both the Government and the contractor to develop estimates and proposals for each task order including modifications. The line items in the cost estimating software include all material, equipment and labor cost. The **RS Means Facilities Repair Cost Data** software is located at www.meanscostworks.com. The software contains pricing information for the work to be accomplished and for the units of measure specified.

4.5.2. **Means Cost Works** provides the unit pricing to be used on this contract. Estimates shall be computed using the settings of "Facilities Repair, Union Labor".

4.5.3. The contractor shall utilize the most current version of RS Means Construction Cost and have it available for the first task order RFP. The RS Means Construction Cost Data is updated on an annual basis and each contractor shall ensure the latest version is used when preparing proposals. The price shall remain fixed throughout the task order even if the performance period extends into the next performance period.

4.5.4. The RS Means will be multiplied against the coefficient to determine the line item unit cost.

4.6. Bare (Direct Costs)

4.6.1. The contractor must furnish pricing (proposals) for each individual TO on a LINE ITEM BASIS. Each line item price shall consist of BARE COSTS only, and shall NOT include (INDIRECT)

costs, such as: overhead (OH), general and administrative (G&A) cost, insurance, bonds and profit. The contractor's OH/G&A and profit are to be included in the coefficient factors.

4.6.2. The Bare Cost for all Task Orders shall be based upon RS Means pricing in effect at the time the proposal is due to the Government.

4.6.3. City Cost Index and Coefficient: The prices set forth in the RS Means Construction Cost Data Book in effect on the date each proposal is due shall form the basis against which the contractors coefficient will be multiplied. The city cost index will not be utilized. The contractors co-efficient shall include, incorporate and compensate for any applicable local city pricing factors.

4.6.4. Bare costs shall be the total cost for each line item using the applicable total column multiplied by the number of units required for the project. Allowable bare costs shall only include Divisions 1-34 and shall exclude Division #0 (Special Sections). See full descriptions at <http://www.cfm.va.gov/tl/spec.asp>.

[Division #1-General Requirements](#), [Division 2 - Existing Conditions](#), [Division 3 - Concrete](#), [Division 4 - Masonry](#), [Division 5 - Metals](#), [Division 6 - Wood and Plastic](#), [Division 7 - Thermal and Moisture Protection](#), [Division 8 - Doors and Windows](#), [Division 9 - Finishes](#), [Division 10 - Specialties](#), [Division 11 - Equipment](#), [Division 12 - Furnishings](#), [Division 13 - Special Construction](#), [Division 14 - Conveying Equipment](#), [Division 21 - Fire Suppression](#), [Division 22 - Plumbing](#), [Division 23 - Heat, Ventilating, and Air Conditioning](#), [Division 26 - Electrical](#), [Division 27 - Communications](#), [Division 28 - Electronic Safety and Security](#), [Division 31 - Earthwork](#), [Division 32 - Exterior Improvements](#), [Division 33 - Utilities](#), [Division 34 - Transportation](#)

4.6.5. All prices in the unit price are for completed and in-place construction unless explicitly described otherwise. All incidentals to include, but not limited to, nails, screws, weldments, and connectors are considered in the “**Unit Price line number**” cost. Line items are for end finishes. For example, Installation of line item “1/2” conduit” will include costs of couplings, straps, screws and any other materials required for complete installation of that line item. Where an assembly cost is provided (an example would be a brick wall), it shall not be broken down into individual units and listed separately (in this case listing brick, mortar, horizontal reinforcement, etc.) Line item prices are for materials or equipment delivered to the job site.

4.6.6. Non-Prepriced Items of work not covered by **Means Cost Works**, but within its scope, may be negotiated by the Contracting Officer, or his designated representative, this includes work that needs to be completed after normal working hours. Added items of work shall be incorporated into and made a part of the task order in accordance with VAAR 852.236-88, Contract Changes – Supplement (JUL 2002), and shall be performed at the negotiated unit price. Non-prepriced work shall be so noted on each task order. Non-prepriced proposals shall be supported with verifiable documentation supporting competitive quotes (minimum of two) catalogue prices, etc. for all non-prepriced items shall be proposed in bare costs only (material, equipment, and labor) multiplied by the quantity and the overhead and profit rate.

4.7. DEMOLITION.

Selective removal type demolitions are listed in the UPB for all tasks that can be demolished, and do not include hauling costs. Site demolitions are assembly type of removals, and are to be used when appropriate. Line item demolition includes all attached appurtenances, for example, demolishing a door includes the hardware, and removing pipe includes all in-line fittings and valves. Unless explicitly

required in the scope of work, demolition includes handling. Handling line items in the UPB are for the handling of debris that is present prior to the task order. Handling is also allowed when use of a chute or elevator is required. Line item demolition prices include disposal costs, whether salvageable or non-salvageable material.

5. TASK ORDER NEGOTIATION AND AWARD

5.1. SOLICITATION:

5.1.1. The contractor shall receive from the Contracting Officer a Request For Proposal (RFP) for each individual task order. The RFP shall include a Statement of Work, drawings (if any) and all applicable specifications. Only the VA provided sections of the Master Specifications that are provided to the contractor during negotiation of an individual task order shall apply to that task order. General Requirements Specification 01 00 00 (Attachment 2) shall apply to all task orders. The contractor shall attend a site visit as arranged by the CO and the COR within time specified by the solicitation. After completion of the site visit, the contractors shall submit task order proposals at the date and time determined upon by the contracting officer. Solicitations will be issued primarily by electronic means.

5.1.1.1. The Contractor shall submit a complete proposal within a reasonable time frame, dependent on project magnitude but generally within +/- 10 working days. These time frames start after the site visit is accomplished and the Contractor has received all information required to complete the proposal

5.1.1.2. The Contracting Officer reserves the right to request that the Contractor provide a quicker response time for projects that are of an unusual and compelling urgency, on a case-by-case basis, or extend response time for unusual circumstances requiring extensive engineering or materials search support.

5.1.2. The contractor's proposal shall include all applicable Unit Price line numbers and the appropriate quantities for each. The proposal shall also include any supporting material including, but not limited to: 1) subcontractors quotes; 2) supplier quotes 3) fully loaded wage rates and 4) technical documentation (i.e., drawings or sketches, catalog cuts, calculations, specifications, bills of material). The negotiated price of the non-prepriced items would be added to the amount derived in Paragraph 5.1.1 above to determine the total task order price. Non-prepriced items will be negotiated in accordance with VAAR 852.236-88, Contract Changes – Supplement (JUL 2002).

5.1.3. The Department of Veterans Affairs shall have the unilateral right to terminate, at any time, negotiations on a proposed task order. Circumstances that may prohibit the Government from issuing an individual task order include a lack of funding or changes in program requirements. If such circumstances arise, the Government is not obligated to reimburse the contractor for any costs incurred in the preparation of the task order proposal.

5.2. TASK ORDER PRICING:

5.2.1. The unit price for each applicable Unit Price line number shall be multiplied by the quantity in order to derive extended line number prices. The extended line number prices shall be added together. Only prices for material, labor and equipment under the "Bare Costs" category of the UPB shall apply. **NOTE:** Equipment costs are typically included in the "labor" category of the UPB.

5.2.2. The total of the RS Means items and the total of non-prepriced units of working, using the negotiated costs, will be added together and this total will be multiplied by the coefficient. Once both

parties agree upon a price for the Task Order, that price becomes the firm-fixed price for all work required by the statement of work in that Task Order.

5.2.3. If a fair and reasonable price is not reached through the Task Order proposal process, the Individual Project will be withdrawn and the issuing Task Order Contract Specialist will use another vehicle to meet the needs of the Government.

5.2.4 On individual task orders, the contractor may offer a coefficient that is less than the coefficient found in Schedule B (Bid Schedule) of the contract, but cannot offer a coefficient greater than the applicable coefficient on Schedule B (Bid Schedule) of the contract.

5.3. TASK ORDER AWARD:

5.3.1. Task Orders will be issued on a SF1442 or other VA specified form. Orders will be placed primarily via electronic means. The appropriate issuing, administration, and payment offices will be cited on each Task Order.

5.3.2. Plans and Specifications. The Contractor will be provided an electronic copy of the Statement of Work and specifications and plans, if applicable. All further reproduction shall be at the Contractor's expense.

5.3.3. Notice to Proceed (NTP) will be issued separately, after receipt of acceptable performance and payment bonds where required, at the request of Engineering Service.

5.3.4. The Contractor shall promptly notify the Contracting Officer upon entering into any subcontract arrangement. Subcontracting a task order shall not relieve the Prime Contractor of any responsibility under the award.

5.4. SUBMITTALS: In accordance with individual Task Orders specifications.

5.5. CONTRACT/TASK ORDER VALUE:

5.5.1. Guaranteed Minimum. The guaranteed minimum for this contract is \$1,500,000 per year (including option periods).

5.5.2. Individual Orders. The maximum price for an individual task order shall be no more \$500,000. The minimum price for individual orders shall be no less than \$2,000.

5.5.3. Total Maximum. The total value of the contract (including option years) shall not exceed \$4,500,000.00. The contract maximum is **not** a guaranteed amount.

6. TASK ORDER BONDING:

6.1. Bonds: offeror shall provide a letter from a surety attesting to bondability.

6.1.1. Performance **and** payment bonds are required as prescribed in FAR 28.102-1 for projects over \$150,000. Payment bonds shall be provided for each task order in excess of \$30,000. Performance and payment bonds shall be delivered to the Contracting Officer no later than ten (10) calendar days after award of each individual task order or at a date agreed upon with the Contracting Officer.

6.1.2. The penal sums of the performance and payment bonds are stated in FAR Clause 52.228-15, Performance and Payment Bonds – Construction (OCT 2010). The Contractor shall not begin work until bonds, properly executed, and furnished to the Contracting Officer.

6.2. The bond cost for Task Order proposals shall be the actual amount the contractor expects to pay for the bond. In accordance with VAAR 852.228-70, Bond Premium Adjustment, 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.

6.3. The furnishing of bonds is an integral part of contract performance, and failure to provide bonds within the time frames specified shall be cause for a default termination.

7. SCHEDULING OF WORK/COMMUNICATIONS:

7.1. Before commencement of work under an individual task order, the contractor shall confer with the COR, and agree on items including, but not limited to: 1) sequence of procedures; 2) means of access to premises and building; 3) delivery of materials; and 4) storage of materials and equipment.

7.2. The work shall, so far as practicable, be done in definite sections or divisions (phases), and confined to limited areas which shall be completed before work in other sections or divisions (phases) is begun. Therefore, the contractor shall provide a schedule of contract milestones that the Government will approve prior to beginning any given project of which will be incorporated into the awarded task order.

7.3. At the beginning of each working day, the contractor shall notify the COR of the location(s) where work is to be performed for that day.

7.4. The contractor shall provide the Contracting Officer and the COR with the name, telephone number, pager number and cell phone number of the person who should be contacted in case of emergencies. This individual shall have the authority to enter into binding agreements with the Government.

7.5. All temporary outages of any utility services required for the performance of work shall be scheduled with the COR no less than ten (10) working days in advance of such outages. If outage is longer than 8 hours, notice in writing, must be 15 working days in advance of proposed interruption. All requests for power outages shall be submitted in writing.

8. CONTRACTOR'S MULTI-DISCIPLINE, MULTI-PROJECT CAPABILITIES: The Contractor shall possess the ability to manage construction multi-discipline, multi-project programs. The Contractor shall have the capability to perform in-house or by sub-contract each major functional discipline, to include but not limited to electrical, mechanical, heating and air conditioning, structural, paving, landscaping, painting, roofing, plumbing, and asbestos removal.

9. CONTRACTOR KEY PERSONNEL AND STAFF:

9.1. The contractor shall be required to maintain a project manager, and have the capability of providing a staff to respond to the requirements set forth in this contract, and provide the Contracting Officer a personnel list ten (10) calendar days prior to performance of the contract. The individual designated as the project manager shall have full authority to act for the contractor. Key personnel to include but not limited to the Project Manager, Project Superintendent and Quality Control personnel shall meet or exceed the position requirements, submitted on the contractor's proposal. The Government reserves the right to disapprove personnel based on the position requirements stated in the proposal. The contractor shall be

able to provide experienced and knowledgeable personnel in civil, structural, architectural, mechanical, and electrical disciplines.

9.2. The contractor shall be responsible for selecting personnel who are well qualified to perform the required work, for supervising techniques used in their work, and for keeping them informed of all improvements, changes, and methods of operation.

In addition:

9.2.1. The contractor shall take appropriate personnel action, as required, in the event employee(s) become involved with law enforcement authorities as a result of misconduct. The Government will not exercise any supervision or control over contractor employees performing work under the contract. Such employees shall be accountable solely to the contractor, not the Government. The contractor in turn, shall be accountable to the Government for contractor employees.

9.2.2. In accordance with FAR Clause 52.222-54, Employment Eligibility Verification, it shall be the responsibility of the contractor to ensure all contractor and subcontractor employees have been E-Verified prior to submitting the employees for an identification badge.

10. WASTE AND EXCESS QUANTITIES INCLUDED IN THE COMPLETED-IN-PLACE CONSTRUCTION QUANTITIES: Waste or excess material quantities are incidental costs that are included within the contract coefficient unless explicitly stated otherwise. Quantities used on individual task order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste. Contractor will be responsible for verifying and/or investigating all dimensions and quantities to be used. Unless specifically slated in statement of work, VA will not be responsible for any incorrect quantities.

11. JOB SITE:

11.1. This work is being performed in a hospital environment; therefore, the Contractor's performance of this contract shall not interfere with Patient Care or Hospital Operation. If necessary for reasons of patient care/hospital operation, the VA (COR) may direct the Contractor to stop work or limit the types of work that can be performed. This may occur with little or no advance notice.

11.2. The contractor shall have access to that portion of the area within which work is to be performed. The movement of contractor personnel, equipment, materials, and tools shall be confined to this area so as not to interfere with ongoing hospital operations.

11.3. Parking at the Michael E. DeBakey VA Medical Center campus is extremely limited and priority is given to VA patients, visitors and staff. If available, a laydown area on station will be provided to the general contractor. These spaces may or may not accommodate all of the prime and sub-contractors parking needs for the task order. At times the contractor may need to make off-site arrangements for construction employee parking or arrange alternative worker transportation.

11.4. There is also very limited space for staging and storage of construction materials. MEDVAMC will make every effort to find and assign some form of laydown area on station for the contractor. If no suitable space is available to meet the needs of the task order, at times the contractor may need to make off-site arrangements for storage of construction materials. NOTE: Available storage space may not be available in close proximity to each project site.

11.5. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel. All deliveries shall be coordinated with the COR. The COR will determine appropriate time of delivery having minimum interference to Government operations and personnel. VA

personnel shall not assist with shipments or deliveries that are made to the job site. **Acceptance by the Government of delivered materials shall be based on installation and inspection by Government personnel.**

11.6. The contractor shall be responsible for providing all work site protective barriers and site control devices. This includes, but is not limited to protective fences, protective tapes and protective signage. The contractor shall be responsible for providing all necessary traffic control (i.e., street blockages, traffic cones, and flagman) at no additional cost to the Government. Proposed traffic control methods shall be submitted to the COR for final approval. No street or access way shall be completely closed to traffic without prior approval from the COR.

11.7. The contractor shall take all precautions to ensure that no damage to private or public property will result from their operations. If such damages occur, the contractor shall make all necessary repairs and/or replacements at no cost to the Government.

12. PROGRESS MEETINGS:

12.1. A weekly meeting (or more frequent if necessary) may be held between the contractor, the COR and/or CO to discuss work progress, problems and potential modifications. The contracting officer shall be notified in advance of each meeting, and provided a progress report.

12.2. *Initial conference.* Before issuance of the first task order under the contract, a pre-construction conference may be conducted to acquaint the contractor with Government policies and procedures that are to be observed during the prosecution of the work. It is strongly suggested that the contractor's Project Manager, Quality Control Manager, Superintendent, and other appropriate employees attend this meeting.

12.3. *Individual task order conference.* At the discretion of the Contracting Officer, or the COR, a pre-construction conference may be conducted prior to the commencement of work on individual task orders.

13. TASK ORDER STATUS REPORTS:

The contractor shall prepare and furnish monthly progress report on all open task orders. Information contained in the status report shall identify the contract number, task order number, task order description, task order award date, start date, dollar amount, required completion date, actual completion date (if completed), actual percent of work completed versus percent that was scheduled to be completed at that time.

14. CONTRACTOR QUALITY CONTROL & SAFETY ASSURANCE:

14.1. The Contractor shall submit a Quality Control (QC) Plan to be applicable to all individual task orders to the Contracting Officer. This plan must be received by the Contracting Officer no later than twenty (20) calendar days after the award of the contract. The Government reserves the right to require the Contractor to make changes in the QC Plan and operations including removal of personnel, as necessary, to obtain the quality specified. After acceptance of the QC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to review and acceptance by the Contracting Officer/COR. Failure to implement or maintain an adequate QC Plan shall be cause for a default termination of the contract. The QC plan must contain, as a minimum, the following items:

14.1.1. A description of the quality control organization, including an organization chart showing lines of authority and acknowledgement that the QC staff shall report to the project manager or someone higher in the Contractor's organization;

14.1.2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function;

14.1.3. A copy of the letter to the Quality Control Manager, signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the Quality Control Manager, shall be furnished;

14.1.4. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off site fabricators, suppliers, and purchasing agents. These procedures shall be in support of other directed submittal procedures.

14.1.5. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation. These include daily logs monitoring construction progress and explaining delay, deficiencies, and actions taken to correct these.

14.1.6. Methods used to ensure that all applicable OSHA regulations are adhered to.

14.1.7. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected

14.2. Task order modifications shall be processed in accordance with the following understanding: Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the Contracting Officer within the time limit indicated in the request or any extension thereto subsequently granted. Proposal shall be submitted in sufficient detail to allow the Government to determine price reasonableness.

14.3. The Contractor shall assume full responsibility and liability for compliance with all applicable OSHA regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents or injuries that occur on the job.

15. SUBCONTRACTORS:

15.1. The contractor shall submit a list of subcontractors to be used on each individual task order on the SF 1413 form. The Government may unilaterally reject the use of certain subcontractors if they have been debarred from Federal procurements or if their past performance is not satisfactory.

15.2. If a subcontractor provides a proposal which includes RS Means items and items not included in RS Means (non-priced items), the RS Means items will be included in the section of the contractor proposal including RS Means work and only the items that are not included in RS Means will be negotiated as non-priced items. Because this is a firm-fixed price contract, there will be no additional markup by the contractor on any pre-priced work that may be performed by the subcontractor. Added un-priced work will be handled in accordance with VAAR 852.236-88, Contract Changes – Supplement (JUL 2002).

16. METRIC PRODUCTS:

Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch-pound units, providing they fall within the tolerances specified using conversion tables and contained in the latest revision of Federal Standard No. 376, and all other requirements of this document are met. If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in inch-pound units, a request should be made to the Contracting Officer, in writing, to determine if the product is acceptable. The Contracting Officer, in concert with the Contracting Officer's Representative (COR), will accept or reject the product.

17. **CONTRACTOR RESPONSIBILITY:**

Contractor shall be required to complete all contract work and schedule a final inspection within the specified task order performance periods. Should the Contractor fail to complete the contract work (including scheduling of the final inspection), and it is determined by the Government to be a Contractor-caused delay, the Contractor shall be in default status. If the Government determines it to be in the best interest of the Government to allow the Contractor to continue to perform contract work, the Contractor shall provide equitable consideration to the Government for additional time granted for completion of contract work. Such agreement shall not be deemed a waiver of the Government's right to terminate this contract in the event the Contractor fails to complete the contract work (including scheduling of the final inspection) on or before the completion date.

18. **CONSTRUCTION WAGES:** Minimum rates of wages, required by the Davis-Bacon Act (40 U.S.C. 276a), as amended, to be paid the various classes of laborers and mechanics employed on this work.

19. **TRAINING:** (Completely covered in Attachment 2, General Requirements)

19.1. The Department of Veterans Affairs (VA) requires strict adherence to the Code of Federal Regulations 29, Part 1926, along with Infection Control Procedures and Interim Life Safety Measures that are contained in the contract drawings, Statement of Work and specifications. This includes the requirement that the contractor have a "Competent Person" on the job for each definable feature of work being performed. At least one of the prime contractor designated personnel: superintendent, project manager, quality control or safety officer, must be on site at all times during all work activities.

19.2. **All employees** of the general contractor and subcontractors shall have the 10-hour OSHA certified construction safety course and/or other relevant competency training, as determined by the COR with input from the ICRA (Infection Control Risk Assessment) team. The **General Contractor's competent person** shall have completed the 30-hour OSHA certified construction safety course. Documentation of training shall be submitted to the Contracting Officer for review and approval prior to any work being performed. **There shall be no exceptions to this requirement.**

20. **TB TESTING (When Required):** When work is required near TB patients, it is the responsibility of the contractor to provide TB training annually and a PPD test for any employee(s) providing services at the Michael e. DeBakey VAMC (MEDVAMC), Houston TX. These test results must be made available to the CO and COR and are a requirement for obtaining an MEDVAMC Contractor Work Badge. No general or subcontractor employee is allowed to perform any work on the MEDVAMC facility without a current badge.

21. **WORK BY THE GOVERNMENT:** The Government reserves the right to undertake performance by Government forces or other contractors, for the same type or similar work as contracted for herein, as

the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

22. WORK BY OTHER CONTRACTORS: There are multiple contracts and contractors working within the VA facility, coordination of contracts and contractors overall work and work areas are the responsibility of the CO and COTR. There are also many IDIQ and other various contracts in effect within the VA facility. The issuing (or non-issuing) of task orders within the various IDIQ contracts is solely at the discretion of the CO. Having an awarded IDIQ contract does not guarantee the contractor issuance of any or all task orders to the one specific IDIQ contract.

23. CONSTRUCTION DATA PRICE ADJUSTMENTS:

23.1. The RS Means, Inc. Cost Works “Facilities Construction Cost Data” is the database to be used on this contract for pricing all pre-priced items.

23.1.1. Prior to the Government exercising contract options, economic price adjustments to the pre-priced items will occur annually in accordance with and upon receipt of the current edition of the RS Means.

23.1.2. The annual construction database price adjustments shall apply to “Bare Costs” (excluding Division – General Requirements) as described in RS Means, Inc. “Facilities Construction Cost Data” The “Bare Cost” includes material, labor, and equipment costs as indicated in the database. The coefficient shall be negotiated and agreed to prior to initial contract award for the base year and for each of the option years.

23.2. The contractor shall use the established prices in effect as of the date of request from the Government for an individual task order proposal.

24. DAVIS-BACON WAGE DETERMINATIONS FOR OPTION PERIODS: The contractor shall pay wages in accordance with the Davis-Bacon wage determinations incorporated in the contract. Wage determinations Houston, TX will be incorporated into the base contract, and if option periods are exercised, new determinations will be incorporated into the contract. The incorporation of new wage determinations shall not be a basis for renegotiation of the contract coefficients.

25. GOVERNMENT FURNISHED PROPERTY: Government property to be used for any given project shall be addressed in task order request for proposal.

26. PRIVACY AND CONFIDENTIALITY: Contractors to the Department of Veteran Affairs may be unintentionally exposed to sensitive information. Information may be overheard, seen on documents or electronic devices, or observed that could potentially violate the privacy and confidentiality of our veterans, employees, volunteers, and their families. Regulations such as, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Freedom of Information Act (FOIA) and Privacy Act of 1974 have been enacted to protect sensitive information from being improperly disclosed. Information should not be divulged or released to anyone unless specifically authorized by this contract or its’ attached documents in accordance with the contracted services. Failure to comply with applicable statutes and regulation can result in the termination of this contract and civil and criminal penalties, including fines and imprisonment. All suspected or actual breaches of privacy and confidentiality should be reported immediately to the Contracting Officer, Contracting Officer’s Technical Representative (COTR) or the Facility Privacy Officer. All contractor employees must complete the online VHA Privacy Policy Awareness Training and sign the confidentiality and non-disclosure agreement prior to being issued a work badge. All contract personnel are required to complete

VHA Privacy Policy Training on an annual basis and provide documentation of such to the COR. This training and certification can be completed through the Talent Management System (TMS) at <https://www.tms.va.gov/plateau/user/login.jsp> . Go to the search option and enter the word “privacy”. Do not hit enter, but select the search button. Click on the link to any of the FY09 VHA Privacy Policy Training modules to begin (current version as of 10/25/2010). When finished, you must select the certificate link in order to print the certificate for the course completed.

27. **VETS 100:** Title 38, USC Section 4212(d) and Public Law 105-339, requires that federal contractors report, at least annually, the number and category of veterans who are within their workforce. Submission of the VETS 100 reporting information can be done electronically at: <http://vets100.cudenver.edu>. Therefore, all bidders/offerors are encouraged to file every year.

28. **System for Award Management (SAM):** Federal Acquisition Regulations require that federal contractors register in the SAM database at <https://www.sam.gov/portal/public/SAM/> and enter all mandatory information into the system. **Award cannot be made until the contractor has registered.** Bidders are encouraged to ensure that they are registered in SAM prior to submitting their bid.

29. **ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (SAM).** It is highly encouraged all contractors are registered in the SAM database <http://sam.gov> for the NAICS CODE listed on the SF1442 as an SDVOSB.

30. **REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE SYSTEM (CPS):**

30.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15 and VA IL 001AL-10-03, Feb 22, 2010, the Department of Veterans Affairs (VA) evaluations contractor past performance on all contracts that exceed \$650,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, the Contractor performance System (CPS) which is maintained by the National Institutes of Health (NIH). <https://cpscontractor.nih.gov>. The CPS database information is shared with the Past Performance Information Retrieval System (PPIRS) database (<http://www.ppirs.gov>), which is available to all Federal agencies. Help in registering can be obtained by contacting CPS Support E-mail (cps-support-1@list.nih.gov) or by calling (301) 451-2771. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

31. **CONSTRUCTION SECURITY REQUIREMENTS:**

31.1. Security Plan

31.1.1. The security plan defines both physical and administrative security procedures that will remain effective for the entire duration of the project.

31.1.2. The General Contractor is responsible for assuring that all their employees and sub-contractors working on the project comply with the security plan.

31.2. Security Plan Procedures include

31.2.1. General Contractor's employees shall not enter the project site without appropriate badge. They may also be subject to inspection of their personal effects when entering or leaving the project site. Badge information will be provided during the preconstruction meeting upon award.

31.2.2. For working outside the “regular hours” as defined in the contract, The General Contractor shall give 3 days’ notice to the Contracting Officer/Contracting Officer’s Representative. This notice is separate from any notices required for utility shutdown described later in this section. “Regular Work Hours” as it relates to this contract is anytime Monday through Friday between 7:00am – 4:30 pm.

31.2.3. No photography of VA premises is allowed without permission of the CO/COR.

31.2.4. The VA reserves the right to close down or shut down any project site and order General Contractor’s employees off the premises in the event of a national emergency. The General Contractor may return to the site only with the written approval of the CO.

31.3. Key Control

31.3.1. The General Contractor shall provide duplicate keys and lock combinations to the COR for the purpose of security inspections for every area of the project including tool boxes and parked machines/vehicles stored on the premises in approved storage/parking areas. Storage and parking areas will be assigned during the preconstruction meeting after award.

31.3.2. The General Contractor shall turn over all permanent lock cylinders to the VA locksmith for permanent installation.

32. INFECTION PREVENTION MEASURES: (Completely covered in Attachment 2, General Requirements)

32.1. Implement the requirements of VAMC’s Infection Control Risk Assessment (ICRA) team. The ICRA Team may monitor dust in the vicinity of the construction work and require the Contractor to take corrective action immediately if the safe levels are exceeded. Provisions of the ICRA plan will be provided during the preconstruction meeting upon award.

32.2. Establish and maintain a dust control program as part of the contractor’s infection preventive measures in accordance with the guidelines provided by ICRA Group. Prior to start of work, prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submits to COR for review and approval.

32.3. All personnel involved in the construction or renovation activity shall be educated and trained in infection prevention measures established by the medical center. All contractor personnel shall have a current PPD test and the contractor will provide appropriate documentation demonstrating this for all contractor personnel.

32.4. Medical Center Infection Control personnel shall monitor for airborne disease (e.g. aspergillosis) as appropriate during construction. A baseline of conditions may be established by the medical center prior to the start of work and periodically during the construction stage to determine impact of construction activities on indoor air quality.

32.5. Preventive measures shall be adopted during all construction projects to keep down dust and prevent mold.

33. NOTICE OF COMPLETION OF TASK ORDER/FINAL INSPECTION:

33.1 When the Contractor is ready for final inspection, he/she shall request for a final inspection in writing to the Contracting Officer, unless prior verbal arrangements are made. These will be approved on a case by case basis. The final inspection will normally be requested 5 working days prior to the desired date or as otherwise negotiated with the Contracting Officer. **Final inspections shall be scheduled at least 10 days prior to the completion date of the applicable task order, sufficient to permit correction of deficiencies noted during the pre-final inspection.**

33.2. Once the Contractor has requested a final inspection, the COR may then conduct a pre-final inspection. Any discrepancies noted shall be corrected by the Contractor prior to any final inspection.

33.3 The final inspection will be performed with the Contractor, Engineering Services, and/or Contracting. The COR with the Contracting Officer may, at his/her discretion, include technical representatives from other areas of expertise such as Fire Protection, Safety, Bio-Environmental or any other Engineering Services shop. Any discrepancies noted will be corrected by the Contractor within ten (10) working days or as specified by the Contracting Officer, prior to final payment. The Contracting Officer reserves the right to either decline the Contractor request for a final inspection or suspend a final inspection, when it is evident that the Contractor is not ready for a final inspection. Five (5) percent of the total value of the project task order shall be retained until all discrepancies are corrected.

34. CLEAN-UP OF CONSTRUCTION AREA:

34.1. The contract percentage factors (coefficient) include the cost of final cleanup on each individual task order.

34.2. Upon completion of project, or as work progresses, remove all construction debris from above ceiling, vertical shafts and utility chases that have been part of the construction.

34.3. Perform HEPA vacuum cleaning of all surfaces in the construction area. This includes walls, ceilings, cabinets, furniture (built-in or free standing), partitions, flooring, etc.

34.4. All new air ducts shall be cleaned prior to final inspection.

34.5. Construction areas are to be cleaned throughout the construction process and not only at the end of the project.

35. CONTRACTING OFFICER/CONTRACTING OFFICERS REPRESENTATIVE:

35.1. The Contracting Officer has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; issue task orders against the contract; make final decisions on disputed deductions from contract payments for nonperformance, or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to the Contracting Officer's Representatives (COR).

35.2. All delegated duties will be specified in writing in the COR Appointment and Delegation Notice. The Delegation Letter shall be signed and returned by the contractor as acknowledged receipt of the COR Delegation Notice.

36. **DELIVERABLES:** Written deliverables and copies of all correspondence requiring a signature shall be sent to the CO/COR. Additional reporting requirements may be found in the task order specifications.

37. **TOILET FACILITIES:** The contractor's personnel will be permitted to use toilet facilities on the premises subject to regulation and control of the Contracting Officer Representative. In the event none are available, the contractor shall, at his own expense, provide portable facilities, as required. Availability of toilet facilities shall be determined at time of negotiations for each Task Order.

38. EQUIPMENT DATA (For Warranty/Guarantee Items):

38.1. Major Equipment: The Contractor shall provide a list of all equipment furnished and installed under this contract. This list shall include, but not be limited to, each piece of equipment that has a serial number. Each listing shall positively identify the piece of property by including all the following information: date installed/replaced, warranty/guarantee expiration date, item installed, type, model, serial number, style, voltage, cycles, horsepower, size, quantity, frame, item cost, item replacement cost, and location of item/equipment. The list shall be furnished to the Contracting Officer as one (1) reproducible and three (3) copies.

38.2. Major equipment includes, but is not limited to, air conditioners, air handlers, transformers, electric motors, compressors, condensing units, chillers, exhaust fans, generators and transfer switches. These pieces of equipment shall have their operation and maintenance manuals (1 original and 3 copies) given to Engineering Services.

38.3. This is not meant to include light switches, fixtures, relays, contactors, valves, and such material items as piping, insulation, and minor component parts of larger assemblies.

39. INVOICES, INVOICING AND PAYMENT

39.1. Properly prepared invoices, on designated invoices forms provided at the pre-construction meeting, bearing the contract number, will be submitted to the Contracting Office designated in the task order award.

39.2. Payment will be made by paying office specified in the task order in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5 Payments under Fixed-Price Construction Contracts (Sept 2002), and Prompt Payment for Construction Contracts, FAR 52.232-27 Prompt Payment for Construction Contracts (Oct 2008).

39.3. All payments shall be made by electronic transfer of funds (EFT).

39.4. The Government will make payment through FMS-VA, Austin, Texas upon satisfactory completion of work AND receipt of a proper certification for payment.

39.5. Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS have been timely received.

39. INVOICES/PAYROLLS

39.1. Original invoices shall be sent as per instructions below: The Department of Veterans Affairs Financial Services Center (VAFSC) began processing CONSTRUCTION invoices for the VA Medical Centers (VAMC) effective 11/15/ 2006. The VAFSC is the Designated Agency Office as defined in the Prompt Payment Act (PPA) for these payments. As a result, invoices you have previously submitted to the VAMC should now be faxed directly to 512-460-5545. Faxing your invoices to another location

either at the VAFSC or the VAMC may result in delays in your construction payments. If you are not able to fax, please mail the invoice to the following address:

Department of Veterans Affairs
Financial Services Center
P.O. Box 149975
Austin, TX 78714-8975

39.2. In accordance with the Prompt Payment Act, the VAFSC requires the following information for the invoice to be considered valid for payment. Invoices without the required information will be returned.

- Vendor name, invoice number, and date
- Remittance address (address where the payment is to be issued)
- Station Number, Purchase Order Number (PO#)
- Project Number (if available)
- Contract number
- Itemized description of goods or services, quantity, and unit price
- Total dollar amount of invoice
- Discount or net terms

**SECTION 01 00 00
GENERAL REQUIREMENTS
ATTACHEMENT 1**

1.1 GENERAL INTENTION

- A. Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work to individual task orders (to be determined) as required by the statement of work, drawings and specifications.
- B. Visits to the site by Bidders may be made only by appointment with the Medical Center Engineering Office.
- C. All employees of general contractor and subcontractors shall comply with VA security management program and obtain permission of the VA police, be identified by project and employer, and restricted from unauthorized access. All contractor employees must obtain an ID badge from the MEDVAMC Police Service before they start work. Upon completion of the project (task order) they must return the ID badge to the Police Service. ID badges must be worn at all times when working at the medical center and be in a visible location above the waist.
- D. Prior to starting work, contractor shall provide proof that an OSHA certified “competent person” (CP) (29 CFR 1926.20(b)(2)) will maintain a presence at the work site whenever general or subcontractors are present.
- E. Training:
 - 1. The general contractor superintendent shall have the 30-hour OSHA certified Construction Safety course. This superintendent shall be on site at all times when work is in progress. All other employee shall have the 10-hour OSHA certified Construction Safety course and /or

other relevant competency training, as determined by VA Contracting Officer's Representative (COR).

2. Submit training records of all such employees for approval before the start of work. ID badges will not be issued to individuals without providing these training records.
- F. Work hours shall be during normal hospital hours of operations (Standard Hours 7:00 – 4:30, Nonstandard Hours 4:30pm – 7:00am Monday – Friday) and after hours depending on the work to be performed. Work may be accomplished on weekends with timely coordination and prior approval. Any deviation in work hours must be approved by Engineering Service in advance.
- G. Safety: Contractor shall comply with OSHA and the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

1.2 STATEMENT OF BID ITEM(S)

- A. BASE BID ITEM: To be determined by individual task orders.
- B. OPTION YEAR: To be determined by individual task orders.

1.3 SPECIFICATIONS AND DRAWINGS FOR CONTRACTOR

- A. Solicitations will be issued with 1 set of specifications and drawings furnished in an electronic format.
- B. Additional sets of drawings may be made by the Contractor, at Contractor's expense, from reproducible medium (most likely electronic files) furnished by the Contracting Officer. Mediums such as prints, disks, etc., shall be returned to the Contracting Officer immediately after printing is completed.

1.4 CONSTRUCTION SECURITY REQUIREMENTS

- A. Security Plan:
 1. The security plan defines both physical and administrative security procedures that will remain effective for the entire duration of the project/task order.
 2. The General Contractor is responsible for assuring that all sub-contractors working on the project and their employees also comply with these regulations.
- B. Security Procedures:
 1. General Contractor's employees shall not enter the project site without appropriate ID badge. They may also be subject to inspection of their personal effects when entering or leaving the project site and/or station.
 2. For working outside the "regular hours" as defined in the contract, the General Contractor shall give 3 days' notice to the Contracting Officer so that security arrangements or escorts can be provided for the employees, if required. This notice is separate from any notices required for utility shutdown described later in this section.
 3. No photography of VA premises is allowed without written permission from the Contracting Officer.

4. VA reserves the right to close down or shut down the project site and order General Contractor's employees off the premises in the event of a national emergency. The General Contractor may return to the site only with the written approval of the Contracting Officer.

C. Key Control:

1. The General Contractor shall install cylinders that will accept the Best Lock System in all designated construction access doors, including any temporary doors installed in containment walls, etc. Contractor may use a padlock and hasp as long as the lock accepts the Best Lock.
2. Notify the COR once the cylinders are installed and he'll generate a work order to have Engineering install a construction core(s) and make an appropriate number of keys. Keys will be signed out to the contractor and shall be returned to the COR once the contract is complete.

D. Motorized Vehicle Restrictions:

1. All contractor associated vehicles must be parked in the area(s) designated within each individual task order or in "Contractor Designated" parking spaces. No personal vehicles are allowed in the back loading dock, patient parking areas or any reserved parking spots.
2. There are approximately (4) contractor parking spots at the back dock loading area which are on a first come basis first serve basis. All contractor vehicles utilizing these spaces must have their company logo clearly marked on the vehicle. The back loading dock will be used for loading and unloading of material only, once loaded or unloaded the vehicle must be moved immediately.
3. No motorized equipment shall be stored or parked near the hospital without prior approval and a key provided to the Resident Engineer so the equipment can be moved in case of an emergency
4. No storage trailers or trucks will be parked overnight near the hospital without prior approval from COR.
5. All violators will be ticketed by the VA Police Service and vehicles towed away at the owner's expense.

1.5 FIRE SAFETY

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

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

70-2011.....National Electrical Code

241-2009.....Standard for Safeguarding Construction, Alteration, and Demolition Operations

3. Occupational Safety and Health Administration (OSHA):

29 CFR 1926Safety and Health Regulations for Construction

- B. Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR or COR for review for compliance with contract requirements. Prior to any worker for the contractor or subcontractors beginning work, they shall undergo a safety briefing provided by the general contractor's competent person per OSHA requirements. This briefing shall include information on the construction limits, VAMC safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of VAMC equipment, etc. Documentation shall be provided to the COR or COR that individuals have undergone contractor's safety briefing.
- C. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
- D. Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).
- E. Temporary Construction Partitions:
 - 1. Install and maintain temporary construction partitions to provide smoke-tight separations between construction areas and adjoining areas. Construct partitions of gypsum board or treated plywood (flame spread rating of 25 or less in accordance with ASTM E84) on both sides of fire retardant treated wood or metal steel studs. Extend the partitions through suspended ceilings to floor slab deck or roof. Seal joints and penetrations. At door openings, install Class C, ¾ hour fire/smoke rated doors with self-closing devices.
 - 2. Install temporary construction partitions as required to maintain integrity of existing exit stair enclosures, exit passageways, fire-rated enclosures of hazardous areas, horizontal exits, smoke barriers, vertical shafts and openings enclosures. Depending on the area, one-hour, two-hour, and/or fire-rated partitions may be required.
 - 3. Close openings in smoke barriers and fire-rated construction to maintain fire ratings. Seal all penetrations with code compliant Fire Stopping material/assemblies.
- F. Temporary Heating and Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70.
- G. Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with COR or COR.
- H. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily. Report any findings and corrective actions weekly to the COR or COR.
- I. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.

- J. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- K. Standpipes: Install and extend standpipes up with each floor in accordance with 29 CFR 1926 and NFPA 241. Do not charge wet standpipes subject to freezing until weather protected.
- L. Sprinklers: Install, test and activate new automatic sprinklers prior to removing existing sprinklers.
- M. Existing Fire Protection: Do not impair automatic sprinklers, smoke and heat detection, and fire alarm systems, except for portions immediately under construction, and temporarily for connections. Provide fire watch for impairments more than 4 hours in a 24-hour period. Request interruptions in accordance with Article, OPERATIONS AND STORAGE AREAS, and coordinate with COR or COR. All existing or temporary fire protection systems (fire alarms, sprinklers) located in construction areas shall be tested as coordinated with the medical center. Parameters for the testing and results of any tests performed shall be recorded by the Contractor and copies provided to the COR or COR.
- N. Smoke Detectors: Prevent accidental operation. Contractor shall open a "Burn Permit" to temporarily deactivate smoke detectors in the work area. Remove temporary covers at end of work operations each day. Coordinate with COR or COR. Burn Permits shall be closed out on a daily basis.
- O. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with the COR. Obtain "Burn Permits" from Engineering Services Fire Safety Engineer, or COR, at least 2 hours in advance. Designate contractor's responsible project-site fire prevention program manager to manage the hot work. Once the Hot Work is complete, the contractor shall provide a minimum 30 minute fire watch. Upon the expiration of the fire watch, the Contractor shall close out the Burn Permit with the Engineering Service.
- P. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly. Coordinate with, and report findings and corrective actions weekly to the COR.
- Q. Smoking: Smoking is prohibited in and adjacent to construction areas inside existing buildings and additions under construction. In separate and detached buildings under construction, smoking is prohibited except in designated smoking rest areas.
- R. Dispose of waste and debris in accordance with NFPA 241. Remove from buildings daily.
- S. Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.

1.6 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the

Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

- C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- D. Working space and space available for storing materials shall be as determined by the COR and will be designated per task order.
- E. Workmen are subject to rules of the Medical Center applicable to their conduct.
- F. Execute work so as to interfere as little as possible with normal functioning of Medical Center as a whole, including operations of utility services, fire protection systems and any existing equipment, and with work being done by others. Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are occupied, during construction, jointly by patients or medical personnel, and Contractor's personnel, except as permitted by COR where required by limited working space.
 - 1. Do not store materials and equipment in other than assigned areas.
 - 2. Schedule delivery of materials and equipment to immediate construction working areas within buildings in use by Department of Veterans Affairs in quantities sufficient for not more than two work days. Provide unobstructed access to Medical Center areas required to remain in operation.
 - 3. Where access by Medical Center personnel to vacated portions of buildings is not required, storage of Contractor's materials and equipment will be permitted subject to fire and safety requirements.
- G. Phasing: To insure such executions, Contractor shall furnish the COR with a schedule of approximate dates on which the Contractor intends to accomplish work in each specific area of site, building or portion thereof. All phases shall be accomplished within the contract construction timeframe. In addition, Contractor shall notify the COR two weeks in advance of the proposed date of starting work in each specific area of site, building or portion thereof. Arrange such dates to insure accomplishment of this work in successive phases mutually agreeable to COR and Contractor, and within the contract duration.
- H. When a building or a portion of a building is turned over to Contractor, Contractor shall accept entire responsibility therefore.
 - 1. Contractor shall maintain a minimum temperature of 4 degrees C (40 degrees F) at all times, except as otherwise specified.
 - 2. Contractor shall maintain in operating condition existing fire protection and alarm equipment. In connection with fire alarm equipment, Contractor shall make arrangements for pre-inspection of site with Fire Department or Company (Department of Veterans Affairs or municipal) whichever will be required to respond to an alarm from Contractor's employee or watchman.

- I. Utilities Services: Maintain existing utility services for Medical Center at all times. Provide temporary facilities, labor, materials, equipment, connections, and utilities to assure uninterrupted services. Where necessary to cut existing water, steam, gases, sewer or air pipes, or conduits, wires, cables, etc. of utility services or of fire protection systems and communications systems (including telephone), they shall be cut and capped at suitable places where shown; or, in absence of such indication, where directed by the COR.
 - 1. No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of COR. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished, work on any energized circuits or equipment shall not commence without the Medical Center Director's prior knowledge and written approval.
 - 2. Contractor shall submit a request to interrupt any such services to the COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
 - 3. Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of Medical Center. Interruption time approved by Medical Center may occur at other than Contractor's normal working hours.
 - 4. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be performed as directed by the COR.
 - 5. In case of a contract construction emergency, service will be interrupted on approval of the COR. Such approval will be confirmed in writing as soon as practical.
 - 6. Whenever it is required that a connection fee be paid to a public utility provider for new permanent service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Government and not the Contractor.
- J. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be abandoned but are not required to be entirely removed, shall be sealed, capped or plugged. The lines shall not be capped in finished areas, but shall be removed and sealed, capped or plugged in ceilings, within furred spaces, in unfinished areas, or within walls or partitions; so that they are completely behind the finished surfaces.
- K. To minimize interference of construction activities with flow of Medical Center traffic, comply with the following:
 - 1. Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of construction materials, debris and standing construction equipment and vehicles. Wherever excavation for new utility lines cross existing roads, at least one lane must be open to traffic at all times.
 - 2. Method and scheduling of required cutting, altering and removal of existing roads, walks and entrances must be approved by the COR.
- L. Coordinate the work for this contract with other construction operations as directed by the COR. This includes the scheduling of traffic and the use of roadways, as specified in Article, USE OF ROADWAYS.

- M. Construction Fence (When Required): Before construction operations begin, Contractor shall provide a chain link construction fence, 2.1m (seven feet) minimum height, around the construction area indicated on the drawings. Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 375mm (15 inches). Bottom of fences shall extend to 25mm (one inch) above grade. Remove the fence when directed by the COR and repair any damage.

1.7 ALTERATIONS

- A. Survey: Before any work is started, the Contractor shall make a thorough survey with the COR and/or a representative of VA Contracting, of buildings or areas of buildings in which alterations occur and areas which are anticipated routes of access, and furnish a report, signed by all participants. This report shall list by rooms and spaces:
1. Existing condition and types of resilient flooring, doors, windows, walls and other surfaces not required to be altered throughout affected areas of building or portion of buildings.
 2. Existence and conditions of items such as plumbing fixtures and accessories, electrical fixtures, equipment, venetian blinds, shades, etc., required by drawings to be either reused or relocated, or both.
 3. Shall note any discrepancies between drawings and existing conditions at site.
 4. Shall designate areas for working space, materials storage and routes of access to areas within buildings where alterations occur and which have been agreed upon by Contractor and the COR.
- B. Re-Survey: Thirty days before expected partial or final inspection date, the Contractor and the COR together shall make a thorough re-survey of the areas of buildings involved. They shall furnish a report on conditions then existing, of resilient flooring, doors, windows, walls and other surfaces as compared with conditions of same as noted in first condition survey report:
1. Re-survey report shall also list any damage caused by Contractor to such flooring and other surfaces, despite protection measures; and, will form basis for determining extent of repair work required of Contractor to restore damage caused by Contractor's workmen in executing work of this contract.
- C. Protection: Provide the following protective measures:
1. Wherever existing roof surfaces are disturbed they shall be protected against water infiltration. In case of leaks, they shall be repaired immediately upon discovery.
 2. Temporary protection against damage for portions of existing structures and grounds where work is to be done, materials handled and equipment moved and/or relocated.
 3. Protection of interior of existing structures at all times, from damage, dust and weather inclemency. Wherever work is performed, floor surfaces that are to remain in place shall be adequately protected prior to starting work, and this protection shall be maintained intact until all work in the area is completed.

1.8 INFECTION PREVENTION MEASURES

- A. Implement the requirements of the VAMC's Infection Control Risk Assessment (ICRA) team. The VAMC's ICRA team will perform an Infection Construction Risk Assessment. They will monitor dust in the vicinity of the construction work and require the Contractor to take corrective action immediately if the safe levels are exceeded.
- B. Establish and maintain a dust control program as part of the contractor's infection preventive measures in accordance with the guidelines provided by ICRA Group as directed by the COR. Prior to start of work, prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submit to COR for review for compliance with contract requirements.
 - 1. All personnel involved in the construction or renovation activity shall be educated and trained in infection prevention measures established by the medical center.
- C. Medical Center Infection Control personnel shall monitor for airborne disease (e.g. aspergillosis) as appropriate during construction. A baseline of conditions may be established by the medical center prior to the start of work and periodically during the construction stage to determine impact of construction activities on indoor air quality. In addition:
 - 1. The PE and VAMC Infection Control personnel shall review pressure differential monitoring documentation to verify that pressure differentials in the construction zone and in the patient-care rooms are appropriate for their settings. The requirement for negative air pressure in the construction zone shall depend on the location and type of activity. Upon notification, the contractor shall implement corrective measures to restore proper pressure differentials as needed.
 - 2. In case of any problem, the medical center, along with assistance from the contractor, shall conduct an environmental assessment to find and eliminate the source.
- D. In general, following preventive measures shall be adopted during construction to keep down dust and prevent mold.
 - 1. Dampen debris to keep down dust and provide temporary construction partitions in existing structures where directed by COR. Blank off ducts and diffusers to prevent circulation of dust into occupied areas during construction.
 - 2. Do not perform dust producing tasks within occupied areas without the approval of the COR. For construction in any areas that will remain jointly occupied by the medical Center and Contractor's workers, the Contractor shall:
 - a. Provide dust-proof, fire-rated temporary drywall construction barriers to completely separate construction from the operational areas of the hospital in order to contain dirt debris and dust. Barriers shall be sealed and made presentable on hospital occupied side. Install a self-closing rated door in a metal frame, commensurate with the partition, to allow worker access. Maintain negative air at all times. A fire retardant polystyrene, 6-mil thick or greater plastic barrier meeting local fire codes may be used where dust control is the only hazard, and an agreement is reached with the COR and Medical Center.
 - b. HEPA filtration is required where the exhaust dust may reenter the breathing zone. Contractor shall verify that construction exhaust to exterior is not reintroduced to the medical center through intake vents, or building openings. Install HEPA (High Efficiency

Particulate Accumulator) filter vacuum system rated at 95% capture of 0.3 microns including pollen, mold spores and dust particles. Insure continuous negative air pressures occurring within the work area. HEPA filters should have ASHRAE 85 or other pre-filter to extend the useful life of the HEPA. Provide both primary and secondary filtrations units. Exhaust hoses shall be heavy duty, flexible steel reinforced and exhausted so that dust is not reintroduced to the medical center.

- c. Adhesive Walk-off/Carpet Walk-off Mats, minimum 600mm x 900mm (24" x 36"), shall be used at all interior transitions from the construction area to occupied medical center area. These mats shall be changed as often as required to maintain clean work areas directly outside construction area at all times.
 - d. Vacuum and wet mop all transition areas from construction to the occupied medical center at the end of each workday. Vacuum shall utilize HEPA filtration. Maintain surrounding area frequently. Remove debris as they are created. Transport these outside the construction area in containers with tightly fitting lids.
 - e. The contractor shall not haul debris through patient-care areas without prior approval of the COR and the Medical Center. When, approved, debris shall be hauled in enclosed dust proof containers or wrapped in plastic and sealed with duct tape. No sharp objects should be allowed to cut through the plastic. Wipe down the exterior of the containers with a damp rag to remove dust. All equipment, tools, material, etc. transported through occupied areas shall be made free from dust and moisture by vacuuming and wipe down.
 - f. Using a HEPA vacuum, clean inside the barrier and vacuum ceiling tile prior to replacement. Any ceiling access panels opened for investigation beyond sealed areas shall be sealed immediately when unattended.
 - g. There shall be no standing water during construction. This includes water in equipment drip pans and open containers within the construction areas. All accidental spills must be cleaned up and dried within 12 hours. Remove and dispose of porous materials that remain damp for more than 72 hours.
 - h. At completion, remove construction barriers and ceiling protection carefully, outside of normal work hours. Vacuum and clean all surfaces free of dust after the removal.
- E. Final Cleanup:
1. Upon completion of project, or as work progresses, remove all construction debris from above ceiling, vertical shafts and utility chases that have been part of the construction.
 2. Perform HEPA vacuum cleaning of all surfaces in the construction area. This includes walls, ceilings, cabinets, furniture (built-in or free standing), partitions, flooring, etc.
 3. All new air ducts shall be cleaned prior to final inspection.

1.9 DISPOSAL AND RETENTION

- A. Materials and equipment accruing from work removed and from demolition of buildings or structures, or parts thereof, shall be disposed of as follows:
1. Reserved items which are to remain property of the Government are identified by attached tags or noted on drawings or in specifications as items to be stored. Items that remain property of the Government shall be removed or dislodged from present locations in such a

manner as to prevent damage which would be detrimental to re-installation and reuse. Store such items where directed by COR.

2. Items not reserved shall become property of the Contractor and be removed by Contractor from the Medical Center.
3. Items of portable equipment and furnishings located in rooms and spaces in which work is to be done under this contract shall remain the property of the Government. When rooms and spaces are vacated by the Department of Veterans Affairs during the alteration period, such items which are NOT required by drawings and specifications to be either relocated or reused will be removed by the Government in advance of work to avoid interfering with Contractor's operation.

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

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the COR or the Contracting Officer.
- B. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

1.11 RESTORATION

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

- D. Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88) and "DIFFERING SITE CONDITIONS" (FAR 52.236-2).

1.12 AS-BUILT DRAWINGS

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

1.13 USE OF ROADWAYS

- A. For hauling, use only established public roads and roads on Medical Center property and, when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, they must be protected by well-constructed bridges.
- B. When new permanent roads are to be a part of this contract, Contractor may construct them immediately for use to facilitate building operations. These roads may be used by all who have business thereon within zone of building operations.
- C. When certain buildings (or parts of certain buildings) are required to be completed in advance of general date of completion, all roads leading thereto must be completed and available for use at time set for completion of such buildings or parts thereof.

1.14 TEMPORARY USE OF MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Use of new installed mechanical and electrical equipment to provide heat, ventilation, plumbing, light and power will be permitted subject to compliance with the following provisions:
 - 1. Permission to use each unit or system must be given by the COR. If the equipment is not installed and maintained in accordance with the following provisions, the COR will withdraw permission for use of the equipment.
 - 2. Electrical installations used by the equipment shall be completed in accordance with the drawings and specifications to prevent damage to the equipment and the electrical systems, i.e. transformers, relays, circuit breakers, fuses, conductors, motor controllers and their overload elements shall be properly sized, coordinated and adjusted. Voltage supplied to each item of equipment shall be verified to be correct and it shall be determined that motors are not overloaded. The electrical equipment shall be thoroughly cleaned before using it and again immediately before final inspection including vacuum cleaning and wiping clean interior and exterior surfaces.

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

1.15 TEMPORARY USE OF EXISTING ELEVATORS

- A. Use of existing elevators for handling building materials and Contractor's personnel will be permitted subject to following provisions:
1. Contractor makes all arrangements with the COR for use of elevators.
 2. Contractor covers and provides maximum protection of following elevator components:
 - a. Entrance jambs, heads soffits and threshold plates.
 - b. Entrance columns, canopy, return panels and inside surfaces of car enclosure walls.
 - c. Finish flooring.
 3. Place elevator in condition equal, less normal wear, to that existing at time it was placed in service of Contractor as approved by Contracting Officer.

1.16 TEMPORARY TOILETS

- A. When working in Building 1, Main Hospital Building, Contractor may have for use of Contractor's workmen, such toilet accommodations as may be assigned to Contractor by the COR. Toilet usage will be restricted to public restrooms only. Use of staff or private toilets is prohibited. Contractor shall keep such places clean and be responsible for any damage done thereto by Contractor's workmen. Failure to maintain satisfactory condition in toilets will deprive Contractor of the privilege to use such toilets.
- B. When working in areas other than Building 1, Main Hospital Building, Contractor shall provide where directed, (for use of all Contractors' workmen) ample temporary sanitary toilet accommodations with suitable sewer and water connections; or, when approved by Resident Engineer, provide suitable dry closets where directed. Keep such places clean and free from flies and all connections and appliances connected therewith are to be removed prior to completion of contract, and premises left perfectly clean.

1.17 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The amount to be paid by the Contractor for chargeable electrical services shall be the prevailing rates charged to the Government. The Contractor shall carefully conserve any utilities furnished without charge.
- B. The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- C. Contractor shall install meters at Contractor's expense and furnish the Medical Center a monthly record of the Contractor's usage of electricity as hereinafter specified.
- D. Heat: Furnish temporary heat necessary to prevent injury to work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or may smoke and damage finished work, will not be permitted. Maintain minimum temperatures as specified for various materials:
 - 1. Obtain heat by connecting to Medical Center heating distribution system.
 - a. Steam is available at no cost to Contractor.
- E. Electricity (for Construction and Testing): Furnish all temporary electric services.
 - 1. Obtain electricity by connecting to the Medical Center electrical distribution system. The Contractor shall meter and pay for electricity required for electric cranes and hoisting devices, electrical welding devices and any electrical heating devices providing temporary heat. Electricity for all other uses is available at no cost to the Contractor.
- F. Water (for Construction and Testing): Furnish temporary water service.
 - 1. Obtain water by connecting to the Medical Center water distribution system. Provide reduced pressure backflow preventer at each connection. Water is available at no cost to the Contractor.
 - 2. Maintain connections, pipe, fittings and fixtures and conserve water-use so none is wasted. Failure to stop leakage or other wastes will be cause for revocation (at COR's discretion) of use of water from Medical Center's system.
- G. Steam: Furnish steam system for testing required in various sections of specifications.
 - 1. Obtain steam for testing by connecting to the Medical Center steam distribution system. Steam is available at no cost to the Contractor.
 - 2. Maintain connections, pipe, fittings and fixtures and conserve steam-use so none is wasted. Failure to stop leakage or other waste will be cause for revocation (at COR's discretion), of use of steam from the Medical Center's system.
- H. Fuel: Natural and LP gas and burner fuel oil required for boiler cleaning, normal initial boiler-burner setup and adjusting, and for performing the specified boiler tests will be furnished

by the Government. Fuel required for prolonged boiler-burner setup, adjustments, or modifications due to improper design or operation of boiler, burner, or control devices shall be furnished by the Contractor at Contractor's expense.

1.18 TESTS

- A. Pre-test mechanical and electrical equipment and systems and make corrections required for proper operation of such systems before requesting final tests. Final test will not be conducted unless pre-tested.
- B. Conduct final tests required in various sections of specifications in presence of an authorized representative of the Contracting Officer. Contractor shall furnish all labor, materials, equipment, instruments, and forms, to conduct and record such tests.
- C. Mechanical and electrical systems shall be balanced, controlled and coordinated. A system is defined as the entire complex which must be coordinated to work together during normal operation to produce results for which the system is designed. For example, air conditioning supply air is only one part of entire system which provides comfort conditions for a building. Other related components are return air, exhaust air, steam, chilled water, refrigerant, hot water, controls and electricity, etc. Another example of a complex which involves several components of different disciplines is a boiler installation. Efficient and acceptable boiler operation depends upon the coordination and proper operation of fuel, combustion air, controls, steam, feedwater, condensate and other related components.
- D. All related components as defined above shall be functioning when any system component is tested. Tests shall be completed within a reasonably short period of time during which operating and environmental conditions remain reasonably constant.
- E. Individual test result of any component, where required, will only be accepted when submitted with the test results of related components and of the entire system.

1.19 INSTRUCTIONS

- A. Contractor shall furnish Maintenance and Operating manuals (4 copies in binders labeled on the spine and on the front) and verbal instructions when required by the various sections of the specifications and as hereinafter specified.
- B. Manuals: Maintenance and operating manuals (4 copies in binders labeled on the spine and on the front) for each separate piece of equipment shall be delivered to the COR coincidental with the delivery of the equipment to the job site. Manuals shall be complete, detailed guides for the maintenance and operation of equipment and shall include for each piece of equipment, serial numbers, model numbers, location, and manufacture and vender names. They shall include complete information necessary for starting, adjusting, maintaining in continuous operation for long periods of time and dismantling and reassembling of the complete units and sub-assembly components. Manuals shall include an index covering all component parts clearly cross-referenced to diagrams and illustrations. Illustrations shall include "exploded" views showing and identifying each separate item. Emphasis shall be placed on the use of special tools and instruments. The function of each piece of equipment, component, accessory and control shall be clearly and thoroughly explained. All necessary precautions for the operation of the equipment and the reason for each precaution shall be clearly set forth. Manuals must reference the exact model, style and size of the piece of equipment and system being furnished. Manuals referencing equipment similar to but of a different model, style, and size than that furnished will not be accepted.

- C. Instructions: Contractor shall provide qualified, factory-trained manufacturers' representatives to give detailed instructions to assigned Department of Veterans Affairs personnel in the operation and complete maintenance for each piece of equipment. All such training will be at the job site. These requirements are more specifically detailed in the various technical sections. Instructions for different items of equipment that are component parts of a complete system, shall be given in an integrated, progressive manner. All instructors for every piece of component equipment in a system shall be available until instructions for all items included in the system have been completed. This is to assure proper instruction in the operation of inter-related systems. All instruction periods shall be at such times as scheduled by the COR and shall be considered concluded only when the COR is satisfied in regard to complete and thorough coverage. The Department of Veterans Affairs reserves the right to request the removal of, and substitution for, any instructor who, in the opinion of the COR, does not demonstrate sufficient qualifications in accordance with requirements for instructors above.

1.20 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 notify the COR verbally, and then with a written follow up.

1.21 SPECIAL CONDITIONS

A. Any Contractor's equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from the Site.

B. The Contractor shall be responsible for the coordination of his work with Medical Center communications personnel, who may be working in the area and making them aware of proposed work that may affect the work of their particular trade in process of performance.

1.22 COMMERCIALY OWNED/OPERATED RADIOACTIVE SOURCES USED ON VA PROPERTY

A. When using radioactive sources for soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc., the operator shall comply with the following requirements.

1. Prior to bringing the radiation generator on to the Medical Center locations, the Contractor shall provide the Contracting Officer with the following information/documentation, as a submittal, for review and approval:

(a) A copy of the Radioactive Source Permit with operational use conditions/restrictions with expiration date or a Certification of Exemption from licensure from the Nuclear Regulatory Commission (NRC) or Agreement State (AS).

(b) A current list of trained and qualified employees that will be using the radioactive source.

(c) The name of the Permit Radiation Safety Officer (PRSO), emergency contact telephone number, and current address for each source used.

(d) Operating instruction(s)/technical order(s) for the equipment that contains the radioactive source.

- (e) Designated storage location of the radioactive source if it remains overnight.
- (f) Proposed marking of the storage location if it exceeds 2mR/hr as measured at the surface of the storage container.
- (g) A copy of the company Radiation Safety Program.
- (h) Emergency Response Plan in case of an emergency for a lost or damaged source and/or over exposure incident/injury.
- (i) Provide the portion of their contract that identifies the location(s) of where the source will be used, for how long, and for what type use.

B. The Contracting Officer will obtain approval from the proper office having jurisdiction. After approval is received for use of the specific radiation generator, the Contractor shall:

1. Meet proper Department of Transportation (DOT) and NRC shipping criteria to include properly filled out shipping manifest(s), container marking/labels, and placards on the vehicle as needed when transporting the source onto and around site. His documents shall also allow him to remove the source from the site also when needed. The source and the activity shall dictate which DOT and NRC regulations and CFR's are applicable. These include, but not limited to 10 CFR parts 19, 20, 21, 30, 33, 34, & 71 for the permit and operation itself; 29 CFR 1910, 1096 for occupational safety and health activities when using the instrument; 40 CFR part 190 for environmental protection activities; 49 CFR parts 172 & 173 for transporting the instrument, and if the source is lost or stolen 10 CFR parts 30, 40, 50, 70, 73 & 150
2. Limit authorized use of radioluminescent signs and markers to areas with low occupancy and where electrical power is not available except at prohibitive cost.

C. The Contractor shall not:

1. Buy radioactive materials or accept radioactive materials into the Air Force inventory without approval from the Radioisotope Committee (RIC).
2. Buy or use radium without RIC approval.
3. Buy radioluminescent signs and markers solely for energy conservation in general administrative, industrial, and housing applications.

D. The Contracting Officer or his representative reserves the right to inspect work sites and terminate/suspend any operation involving a radioactive source deemed to be unsafe IAW applicable laws, rules and federal regulations.

1.23 HAZARDOUS MATERIAL USAGE

A. The Contractor shall establish hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported using the Contractor HM Identification Form to the Contracting Officers Representative (COTR), who will in turn notify Hazardous Material Pharmacy (HMP) or other applicable personnel. The Contractor HM Identification Form will be provided to the Contractor at or prior to the Pre-Construction meeting. Additional HM needed by the Contractor shall be identified to the (COTR) for approval by the Hazardous Material Pharmacy (HMP)

B. The Contractor planning to use HM for the work must register, through the COTR, with the Medical Center Safety Office, prior to start of work in order..

C. The Contractor shall maintain Contractor HM Identification Form for HM on the job site for inspection/verification.

D. Contracting Officer's Technical Representative will verify that the HM identified to HMP is the only HM in use on the job site.

E. Contractors shall provide the following to the HMP:

1. Provide a list of each material and quantity of material for all proposed HM. Hazardous Material (HM) shall be construed to mean any item that is a health hazard or physical hazard as defined in 29 CFR, 1910.1200(c).

- Regulated in its disposal by EPA under 40 CFR.
- Hazardous as defined by DOT regulations under 49 CFR.
- Hazardous as defined by the Dangerous Goods Regulations of the International Air Transport Association.

2. Provide a material safety data sheet (MSDS) for each item on the list.

3. Typical examples of hazardous materials used on the job site include, but are not limited to:

- Petroleum based liquids/gases (gasoline, kerosene, diesel, propane, butane, acetylene, etc.)
- Explosives
- Adhesives and glues
- Shot charges for anchor systems
- Volatile solvents (such as PVC cleaner and glues, paint thinners)
- Non-water based paints
- Liquid sealants
- Epoxies and coating systems
- Acidic or alkali cleaners

F. The Contractor shall establish his/her own HM storage and issue location that complies with federal, state and local environmental regulations. Materials issued shall be tracked for quantities used. Unused materials shall be inventoried and removed from the Medical Center prior to close out of the contract or expiration date of the HM. Reports of material delivered, used and removed from the installation shall be submitted to the Contracting Officer monthly and prior to contract closeout.

G. The Contractor shall comply with all federal, state and local environmental standards.

H. The Contractor shall accompany the contracting officer's representative (COTR) and the Medical Center's Environmental Manager (EM) on project closeout inspection to ensure all used and unused HM has been removed from the installation. This requirement shall not be a punch list item and must be accomplished prior to the Government accepting beneficial occupancy of the facility or construction item.

I. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the Contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a task order modification may be required, subject to equitable adjustment under the terms of the contract.

J. The Contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas and will be specified in individual Task Orders. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and, that hand pressure can crumb, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturate, impregnate or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM

PART I

Date:

This part is to be completed by Contractor prior to the construction start date, and shall be maintained on the job site.

Contractor Company: _____

Proposed work term: (date) to (date)

Contractor Point of Contact: (full name or names, phone/cell/pager numbers,

Phone number: -emergency 24-hour contact number, etc.)

Submittal Information		Storage and Usage Information		
I HM to be used: MFG./Product	MSDS Attached (Yes/No)	Amount on Site*, Transient or Stored	Amount Used Up in Process	Used or Unused Amount Removed from ANG installation

Note: This form is good for a one-month period and is to be submitted to the Medical Center’s Environmental Manger. All HM (hazardous material) used thereafter will be identified to the Contacting Officer’s Technical Representative for approval by the Environmental Manager. See Part II for Contractor close-out procedures.

*Transient amount reflects amount brought on site daily, but not stored overnight. Use separate lines for transient and storage amounts.

Team Approval Signatures:

COR (Contracting Officer's Representative) _____

EM (Environmental Manager) _____

SO (Safety Officer) _____

**CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM CLOSE-OUT
PROCEDURES**

PART II

Attach this part to Part I

The Contractor shall accompany the Contracting Officer's Technical Representative and the Environmental Manager on the close-out inspection to ensure all used and unused HM has been removed from the installation.

Close-out Approval Signatures:

Date:

Contractor: _____

Contracting Officer's Representative: _____

EM (Environmental Manager): _____

1.23 ENERGY AND WATER EFFICIENCY AND RENEWABLE ENERGY

A. The Government's policy is to acquire supplies and services that promote energy and water efficiency, advance the use of renewable energy products, and help foster markets for emerging technologies.

B. The Contractor shall include the provisions of energy-using products for construction, renovation, or maintenance of a public building by acquiring energy-using products designated by the Department of Energy's Federal Energy Management Program (FEMP).

1.24 POLLUTION ABATEMENT

A. All work shall be performed in a manner minimizing pollution of air, water and land as required.

B. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the Contractor.

C. Burning of any material is strictly prohibited.

D. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

E. Flushing on concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.

F. Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COTR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

1.25 ENVIRONMENTAL IMPACT

A. All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to, Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any sub-contractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

- - - E N D - - -