

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. VA248-15-R-1327	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06-29-2015	PAGE OF PAGES 1 92

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. TBD CODE	5. REQUISITION/PURCHASE REQUEST NO. 675-15-3-3236-0022	6. PROJECT NO. 675-13-101
7. ISSUED BY Department of Veterans Affairs SAO East, Network Contracting Office 8 Orlando VA Medical Center 5201 Raymond Street Orlando FL 32803	8. ADDRESS OFFER TO Department of Veterans Affairs SAO East, Network Contracting Office 8 Orlando VA Medical Center 5201 Raymond Street Orlando FL 32803	
9. FOR INFORMATION CALL:	A. NAME Cory Pfenning	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 407-646-4060

SOLICITATION

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

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

This Construction Project and shall be solicited IAW FAR 15.101-1 Tradeoff Process.
The Government Intends to award a Firm Fixed Priced Contract IAW FAR 16.202.

The selected offeror shall furnish all Labor, materials, equipment, transportation, and supervision necessary to perform the project described in this solicitation. Proposals and subsequent performance shall be in strict accordance with the terms and conditions specified herein.

Project Number: 675-13-101
Project Title: Retrofit HVAC and Controls
Project Magnitude: \$100,000.00 - \$250,000.00
NAICS Code: 238220 Size Standard: \$15 Million

This solicitation is set-aside for Service Disabled Veteran Owned Small Businesses under the authority of 38 USC 8127
NOTICE: THIS IS A SERVICE-DISABLED, VETERAN-OWNED, SMALL BUSINESS SET-ASIDE. PROSPECTIVE CONTRACTORS ARE CAUTIONED THAT ANY BID OR PROPOSAL SUBMITTED IN RESPONSE TO THIS SOLICITATION MUST MEET THE CRITERIA IDENTIFIED BY 38 CFR, PART 74. ANY PERSON, PERSONS, OR BUSINESS ENTITY SUSPECTED OF MISREPRESENTING ITSELF FOR THE PURPOSE OF SECURING A GOVERNMENT CONTRACT MAY BE CRIMINALLY INVESTIGATED AND PROSECUTED FOR FRAUD AGAINST UNITED STATES OF AMERICA. PARTIES FOUND MISREPRESENTING THEIR STATUS ALSO RISK DEBARMENT FROM FURTHER GOVERNMENT CONTRACTS

This solicitation is subject to FAR 52.232-18 Availability of Funds (APR 1984)

In order to be eligible for award offeror shall be registered at the following websites:
Vetbiz - www.vip.vetbiz.gov
System for Award Management - www.SAM.gov
VETS-100 - www.dol.gov/vets/programs/fcp/main.htm

Request for Information (RFI) should be submitted to the Contracting Officer via E-mail to: Cory.Pfenning@va.gov,
Subject Line: RFI-VA248-15-R-1327 | (Vendor Name) RFIs shall be numbered sequentially. Response will be posted to FBO.

A Site Visit shall be conducted on July 08, 2015 at 4:00 PM. Only one site visit shall be conducted.
Offerors are advised that FAR "52.236-3 Site Investigation and Conditions Affecting the Work" applies to this contract.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable. (See <u>52.211-10</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and **** See page 5 **** copies to perform the work required are due at the place specified in Item 8 by 3:00 PM (hour) local time 08-04-2015 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS PROPOSAL PREPARATION AND EVALUATION INFORMATION

This requirement shall be procured using the Tradeoff selection procedures in accordance with FAR Part 15.101-1: Tradeoff Process.

One solicitation will be issued for this acquisition. For the purposes of this solicitation, amendments will be posted as necessary. The evaluations are subjective based on the information provided in response to the information requested in the evaluation factors.

PROPOSAL SUBMITTAL AND AWARD INFORMATION:

- A. Proposals - Offeror's are to submit Three (3) Hard copies of their Technical proposal, one (1) Hard Copy of their Price proposal, and one (1) electronic copie of the Technical and Price proposal to the appropriate address below. Offeror's shall prepare the Technical Proposals with the Selection Criteria and Evaluation Factors in mind, in terms of both content and organization, to facilitate evaluation. Electronic proposals shall be submitted in MS Word or PDF format on CD or DVD. **NO ELECTRONICALLY TRANSMITTED OR FAXED PROPOSALS WILL BE ACCEPTED.**

Mail: Orlando VAMC - Contracting
5201 Raymond St.
Lakemont rm. 114
Orlando, FL 32803

Hand Delivered: Orlando VAMC – Contracting
2500 Lakemont Ave.
Rm. 114
Orlando, FL 32814

B. Award

1. The Government will evaluate proposals submitted in response to this solicitation, which meet the requirements in accordance with the factors listed above. Failure to provide the minimal information needed for each factor will result in the proposal being considered non-responsive.
2. The Government reserves the right to make cost/technical tradeoffs that are in the best interest and to the advantage of the Government.
3. Award may be made without discussions, except for minor clarifications.
4. This procurement will be a single award on a best value basis resulting from this solicitation to the responsible offeror, whose technical/cost relationship represents the best value to the Government. The tradeoff process will be used to evaluate the proposals of all offerors responding to this solicitation.

NOTE: To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications. Failure to meet a requirement may result in an offer being ineligible for award and being considered non-responsive

PROPOSAL FORMAT

TECHNICAL PROPOSAL

TAB A. General Information

- Cover Page with Solicitation Number, Project Title,
- Table of Contents
- Representations & Certifications
- Company Particulars to include DUNNS Number, Cage Code, Tax ID number, Principle points of contact, address, phone numbers, EMR, OSHA, etc

TAB B: Technical Approach (10 page max)

TAB C: Proposed Schedule

TAB D: Technical Qualifications (5 page max)

TAB E: Past Performance and Experience

TAB F: Management approach and Key personnel (10 page max)

TAB G: Proposed Technical Solutions (3 page max)

TAB H: Warranty Support (Max 1 page):

PRICE PROPOSAL

TAB A: General Information,

- Cover Page with Solicitation Number, Project Title,
- Table of Contents
- Company Particulars to include DUNNS Number, Cage Code, Tax ID number, Principle points of contact, address, phone numbers, etc
- Sign offer (SF 1442). Signed and dated by the by the 51% SDVOSB owner
- Acknowledgement of Amendments (if not present on SF 1442)
- Offer guarantee / Bid bond

TAB B: Price Breakdown

PROPOSAL EVALUATION/SELECTION CRITERIA

A. Tradeoff Selection and Evaluation Procedures:

1. Proposal Evaluation/Selection Criteria: This will be an evaluation utilizing the TRADE OFF PROCESS. A tradeoff process is appropriate when it may be in the best interest of the Government to consider award to *other* than the lowest priced Offeror or other than the highest technically rated Offeror. Reference FAR 15.101-1
2. ALL EVALUATION FACTORS, OTHER THAN COST OR PRICE, WHEN COMBINED, WILL BE CONSIDERED OF GREATER IMPORTANCE THAN COST OR PRICE. PAST PERFORMANCE EVALUATION IS DESCRIBED BELOW IN THE CRITERIA SECTION. EACH EVALUATION FACTOR, OTHER THAN COST OR PRICE WILL BE WEIGHTED APPROXIMATELY EQUAL.
3. Evaluations are based on the information provided in response to the information requested in the below evaluation factors.
4. The Contracting Officer, with the assistance of a qualified Technical Evaluator, will evaluate Technical Sections of each Proposal to determine the offer's ability to accomplish the work as set forth in this solicitation. Technical Evaluation will be based solely on the evaluation factors and criteria detailed below in Criteria Sections.
5. It is intended that a Best Value award will be made; therefore all offeror's are advised that their best terms and conditions should be presented in their initial proposals and that offeror's should not to assume that they will have an opportunity to participate in discussions or be

asked to submit a revised offer. Award of a conforming proposal may be made without discussions, if deemed to be within the best interests of the Government; however, offeror's are advised that exchanges (discussions /negotiations) may occur if deemed necessary.

- i. The Government will award a firm fixed-price contract to that responsible Offeror whose proposal, conforming to the solicitation, is fair and reasonable, and has been determined to be most advantageous to the Government, considering quality, price and other factors. The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers.
- ii. Each Contractor's proposal shall address the following evaluation factors.

B. Evaluation Criteria

1. Proposal shall include –

a) Safety or Environmental Violations and Experience Modification Rate

All Bidders/Offerors shall submit the following information pertaining to their past Safety and Environmental record. The information shall contain, at a minimum, a certification that the bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years. (Optional form included with Solicitation)

All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the bidder's/offeror's insurance company and be furnished on the insurance carrier's letterhead.

Self insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI. Note: Self insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR shall obtain their EMR rating from their state run worker's compensation insurance rating bureau.

A Determination of Responsibility will be accomplished for the apparent awardee prior to processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases will be used to make the *Determination of Responsibility*. Failure to affirm being within the guidelines above or submit this information will result in a determination of "Non-Responsibility" for the bidder/offeror. NOTE: Any information received by the Government that would cause for a negative *Determination of Responsibility* will make the bidder/offeror ineligible for award.

This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

- a) Factor 1: Ability to follow Solicitation instructions and Proposal Organization, appearance, & completeness
- b) Factor 2: Technical Approach (10 page max)
 - (1) Provide a narrative that details the technical approach that leads to successful performance of the project. The narrative shall demonstrate proven methods and techniques, and the extent to which the offeror's methods and approach to the performing the Statement of Work are expected to result in successful completion of

the proposed tasks and technical requirements within the required schedule. This should include all aspects of the scope of work while considering the locations of each portion the project and where it is being completed.

- (2) Identify the manufacturers of required equipment, and or material which satisfy the Buy-American Act and relate to this project.

c) Factor 3: Schedule

- (1) Submit a preliminary (CPM) Critical Path Method schedule for construction satisfying the requirements of this project. A practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment, mobilization, demolition, installation, finalization, etc). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given point during the period. Most importantly, the schedule should show length of downtime required.

d) Factor 4: Technical qualifications – 5 pages Max

- (1) Briefly describe specialized experience, technical competence in Construction involving health care facilities
- (2) Briefly describe ability to obtain the necessary resources to perform this project.
- (3) Submit copy of current, valid General Contractor License issued by any United States federal, state, or local government agency for Construction Contractor, who will be of record
- (4) Disclose any and all negative licensing information and any pending litigation involving either the Architectural Contractor/firm or Construction Contractor/firm.
- (5) Identity of Associations and Firm relationships: If there is a joint venture association of firms, identify the individual firms, describe the nature of the association and clearly identify contractual responsibilities of each firm. If your Firm elects to award a subcontract, the narrative shall clearly identify all firms and contractual responsibilities established between all firms.

e) Factor 5: Past Performance and Experience.

- (1) Relevant and recent Past Performance of the offeror's team; Relevant performance means projects of similar scope and in similar or greater magnitude as described in the SOW and **the Offeror served as the Prime Contractor**. Recent is defined as performance within the last five (5) years through the solicitation release date. Submit a no more than 5 references. Each past performance shall include the following:
 - (a) Description of project and dollar value
 - (b) Identify Prime contractor and all major subcontractors
 - (c) Project completion time
 - (d) At least one picture

NOTE: The offeror may include client or third party documentation as part of their proposal demonstrating how well they performed on relevant projects. Submit awards, customer letters of commendation, or customer performance evaluations. The offeror must submit this information for past performance evaluation or affirmatively state that it possesses no relevant past performance.

NOTE: The Government will evaluate the offerors past performance based upon the project information submitted. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance. However, the proposal of an offeror with no relevant past performance history, while rated “No Rating” in past performance, may not represent the most advantageous proposal to the Government.

NOTE: The Government may also utilize the Past Performance Information Retrieval System (PPIRS), Dun and Bradstreet, Excluded Parties List System, Central Contractor Registration, Online Representations and Certifications Application, and other publically accessible databases.

- f) Factor 6: Management approach and Key personnel (10 page max)
- (1) Onsite Management Team: Describe the onsite management team organization. Describe the plan for managing acquisition, execution, and administration.
 - (2) Quality Control Team: Describe the quality control team organization. Provide the specific description of the tasks and functions of the quality control personnel. Identify where each position will be physically located (e.g., field office, home office, etc.). Clearly identify each member's employer. Describe the Project team at the team relates to the Quality Assurance program and safety record. Describe the precautions taken by the management team to ensure that infection control is kept throughout the project and how the subcontractor will be held to the same standards; include how you will inform the subcontractor and other employees of the infection control standards. Describe the different infection control aspects to this work and why they are so important.
 - (3) Identify key personnel to be assigned to the project, to include principal managers, and technical personnel Construction project manager, onsite supervisor and infection control manager, with overall site responsibility, superintendent of the contractor's own forces, manager of subcontracts, quality control manager and the project scheduler who will be directly responsible for the day-to-day activities. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment.
- g) Factor 7: Proposed technical solutions (3 page max)
- (1) Describe any technical difficulties that may be encountered in a project of this type. Provide a narrative of preventative measures or solutions to overcome these issues.
- h) Factor 8: Quality Control Plan- (5 page max)
- (1) Develop a brief plan specific to this project. The plan shall reflect monitoring of work to ensure a high level of construction quality. Examples of plan characteristics (these characteristics are suggestions and plan is not intended to be limited to this list):
 - (a) The specific policy establishing schedules for the performance of quality control tasks.
 - (b) A policy for reporting quality control findings to the Contracting Officer.
 - (c) A procedure whereby the Contracting Officer may resolve disputes that have not received satisfactory responses from the first levels of quality control personnel.
 - (d) A plan for material storage and protection.
 - (e) The plan for review, evaluation, and Contractor quality control of submittals, prior to Government receipt.
 - (f) Procedures for successfully integrating the builder’s quality control program with the Government’s quality assurance program

- (g) How will the Offeror ensure that the building Security systems will work at the highest efficiency level possible and at the same time ensuring the highest level of energy savings possible?
- (h) Describe the precautions taken to avoid damages to facility buildings (include pre-existing conditions) and surrounding properties and the remediation that will take place if damage is done.
- (i) How will the offeror ensure that all windows are sealed properly and that all openings are secured and safe from unauthorized personnel and weather?
- (j) Prohibiting smoking in or adjacent to construction areas. (Written policy)
- (k) Developing and enforcing storage, housekeeping, and debris removal practices that reduce the buildings flammable and combustible fire load to the lowest feasible level. (Work plan/document)

- i) Factor 9: Warranty Support (Max 1 page): Describe the organization to be established for warranty support. At a minimum, all warranties shall comply with FAR 52.246-21. Examples of support characteristics (these characteristics are provided as suggestions and are not intended to be limitations or requirements):

- (i) Point of Contact for warranty support
- (ii) Response times
- (iii) Length of warranty coverage
- (iv) Exclusions (if any)
- (v) Required Documentation (if any)

- j) Factor 10: Price –Proposal: Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirement. Task Order Proposal Request may include alternate bid items such as, deductive items, or options. In such cases, the best value offer will be the offer that is most advantageous to the Government and also provides the most features of work based on the availability of funds.

Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

The price proposal shall show direct and indirect project cost price break down.

- (1) The following cost elements should be addressed:

- (a) Labor (Direct & Indirect),
- (b) Materials,
- (c) Equipment,
- (d) Other Direct Costs,
- (e) Overhead expenses,
- (f) Other Indirect Costs,
- (g) General & Administrative (G&A) expenses,
- (h) Profit

- (2) Two pricing breakdowns shall be provided:

- (a) Base Price
- (b) Alternate Deduct Price
 - All items marked "ALTERNATE" in the Keyed Notes sections included in attachment 100_HVAC DWG.PDF shall be removed.

2.2 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (DEC 2014)

(a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of Provision)

2.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

2.4 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of Provision)

2.5 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
15.5 %	6.9 %

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

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

from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Orlando, FL

(End of Provision)

2.6 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT— CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(End of Provision)

2.7 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3 Million, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

2.8 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Cory Pfenning

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

Orlando VA Medical Center

2500 Lakemont Ave

Rm 114

Orlando FL 32803

Mailing Address:

Department of Veterans Affairs

SAO East, NCO 8

Orlando VA Medical Center

5201 Raymond Street

Orlando FL 32803

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

2.9 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for—

July 08, 2015, at 4:00 PM

(c) Participants will meet at—

5201 Raymond St, Bldg 3132, Orlando, FL 32803

(End of Provision)

2.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

2.11 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)

Prime contractors are encouraged to assist service-disabled veteran-owned and veteran-owned small business potential subcontractors in obtaining bonding, when required. Mentor firms are encouraged to assist protégé firms under VA's Mentor-Protégé Program in obtaining acceptable bid, payment, and performance bonds, when required, as a prime contractor under a solicitation or contract and in obtaining any required bonds under subcontracts.

(End of Clause)

2.12 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

2.13 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition

Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

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

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

(End of Provision)

2.15 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

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

(End of Clause)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.
- (2) The small business size standard is \$15 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

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

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

(i) 52.204-17, Ownership or Control of Offeror.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

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

(End of Provision)

3.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

3.3 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

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

"Marginalized populations of Sudan" means—

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

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

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

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

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

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

GENERAL CONDITIONS

4.1 Scope of Work



CONSTRUCTION

Retrofit HVAC Systems and Controls at Operating Rooms and Building 500
Project No. 675-13-101
Orlando VA Medical Center, 5201 Raymond Street Orlando, FL. 32803

I. DEFINITION AND ACRONYMS:

- A. **Construction:** as defined by the Department of Veterans Affairs (DVA) is the procurement by the Government, under one contract, with one firm for the construction services on a specific project.
- B. **Contracting Officer (CO):** The services to be performed under this contract are subject to the general supervision, direction, control and approval of the Contracting Officer.
- C. **Project Manager (PM)/Contracting Officers Representative (COR):** The Contracting Officer's representative responsible for administering contracts under the immediate direction of the Contracting Officer.
- D. **Contractor:** This term, as used herein, refers to the contractor under this contract.
- E. **Pre-Construction Risk Assessment (PRCA):** Used to identify potential risks associated with the renovation, construction and some maintenance & repair activities and to develop risk mitigation strategies to minimize these risks. Prior to beginning work this assessment will be completed.
- F. **Interim Life Safety Measures (ILSM):** Measures that are instituted to compensate for significant hazards posed by existing life safety (fire) code deficiencies or construction/renovation activities.
- G. **Request for Proposal (RFP):** Is a solicitation made, often through a bidding process, by an agency or company interested in procurement of a commodity or service, to potential suppliers to submit proposals.

II. SCOPE OF WORK:

A. Project Overview:

This project requests the construction services to retrofit HVAC controls and mechanical support for all items referenced in the design documents. Design and specifications have been created through an A/E team. The selected contractor shall perform all work in accordance with all applicable codes.

B. Specific Project Requirements:

1. Contractor shall complete the following in accordance to the provided drawings and specifications.
2. 100% Construction Drawings and specifications will be provided as part of this contract. No deviation from the VA-issued drawings and/or specifications will be allowed without prior approval by the CO/COR.

3. Contractor shall perform all work specified in the provided drawings and specifications.
4. All construction phasing shall be approved by the COR.
5. All work to be performed during WHEN hours to avoid any disturbance to the facility and normal business hours.
6. Contractor shall be responsible for all infection control measures related to the project.

C. Bid Deducts:

1. All bid deducts are noted as “Alternate” under the “Keyed Notes” section

D. General Requirements:

Provide all labor, materials, tools and equipment as necessary to construct the project described below and other specific tasks as further defined by this RFP. All proposals are to provide construction services for this project. The contractor shall be a Certified/ licensed General Contractor.

E. Special Requirements:

1. Badges: Facility Management Services (FMS) will issue identification badges to contractors, employees and subcontractors which must be worn at all time when on VA property.
2. Contractor shall provide a list of all personnel who will participate on the project. Personnel can be subjected to a background investigation prior to commencement of work. Contractor will be issued appropriate quantity of badges per provided list.
3. Contractor shall keep the area cleaned daily and haul away all construction debris. All materials shall be tracked and logged to be reported back to the GEMS coordinator for recycling tracking purposes. When removing construction debris from facility it must be in a covered cart when entering and exiting the building.

III. SCHEDULING, PHASING, AND WORKING HOURS:

- A. All work hours **MUST** be coordinated with the project’s **COR** to minimize interference with normal clinic functions. All work shall be performed during normal business hours (7:30 am to 4:00 pm) Monday through Friday. However, areas may require work to be completed **OUTSIDE** normal business hours (4:00 pm to 10:00 pm,) or weekends must be coordinated and approved by project’s COR. Additionally, construction shall be performed (scheduled and phased) to ensure that areas which can be completed ahead of schedule or priority for early acceptance and operation can be rendered back to facility.
- B. Length of Project
 1. Project’s construction phase **MUST** be completed in no more than **120** days from Government issue of Notice To Proceed (NTP).
 2. Contractor shall submit a Critical Path Method (CPM) schedule for the Construction with estimated dates and itemized cost of work to the Contracting Officer for review and approval before Notice to proceed.
- C. **Utility shutdowns/Outages:** All shutdowns involving temporary impairment of utilities shall be requested by the Contractor at least **14** calendar days in advance.

IV. PROJECT CLASSIFICATION:

- A. Contractor shall secure area prior to commencement of work and follow the Orlando VA Medical Center guidelines and policies for Pre-Construction Risk Assessment (PCRA) and Interim Live Safety Measures (ILSM).
- B. Risk Assessment: This project has been classified per the Construction Infection Control Risk Assessment as a Type A, Low Risk Group, Class I (ISLM Level 1) project.

V. SAFETY REQUIREMENTS:

- A. All Contractor's personal are required to have completed an OSHA-approved 10-hour construction worker course prior to working on the site. The On-site general superintendent/supervisor is required to have completed an OSHA-approved 30-hour construction course prior to working on the site. Every worker must provide the Contracting Officer a copy of current certificates identifying successful completion of the training prior to executing work for the Veterans Administration. In addition, Contractor shall provide submittals for contract construction or renovation work which include the names, qualifications, and training dates for Contractor's Competent Persons (CP), who has been designated to administer the site-specific safety program, as well as the CP for other activities as required by OSHA regulation 29 CFR 1926.32 (such as scaffolds, cranes, excavations, etc.). Contractor's CP are required to implement and maintain effective safety programs that identify and control hazards that may cause injury or illness to VA patients, staff, visitors, and contractor employees. The VA CP does not take the place of Contractor's CP nor acts on their behalf. The VA CP determines if Contractor is meeting VA standards and contractual requirements for safety and OSHA compliance. When these standards and contract requirements are not being met, the VA COR and/or CP will take immediate action to prevent injury, non-compliance, and/or property damage. The Contractor shall submit an Activity Hazard Analysis, and an Accident Prevention Plan as per FAR 52.236-13 prior to commencement of site activities. The Government shall have 21 calendar days to review the AHA and APP.
- B. Contractor shall submit documentation proof of OSHA construction safety course for all personnel.

VI. GOVERNMENT FURNISHED INFORMATION:

All available record drawings will be provided upon request to the Contractor. They should not however, be considered "as-built". These drawing files are provided without warranty or obligation as to the accuracy or information contained in the files. All information in the files shall be independently verified by the user. Any user shall agree to indemnify and hold the VA harmless from any and all claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of the use of the Computer Aided Design and Drafting (CADD) drawing files.

VII. RESOURCES:

All designs shall comply with applicable sections of VA standards and publications, and all references therein. Ensure that construction documents comply with the latest edition of these VA construction and design standards. VA standards can be found on the World Wide Web at <http://www.cfm.va.gov/TIL/>. VA publications and standards shall include but shall not be limited to:

1. Office of Construction & Facilities Management Site Map:
<http://www.cfm.va.gov/sitemap.asp>
2. The Technical Information Library (TIL): <http://www.cfm.va.gov/TIL/>
 - a) Master Construction Specifications Index (PG-18-1)
 - b) Design and Construction Procedures (PG-18-3)
 - c) VA Standard Details and CAD Standards (PG-18-4)
 - d) Equipment Guide List (PG-18-5)

- e) Equipment Inspection Manual (Program Guide 7610.2)
- f) Equipment Reference Manual (PG-18-6)
- g) Space Planning Criteria (PG-18-9)
- h) Design Manuals (by discipline) (PG-18-10)
- i) Design Guides (graphical, by function) (PG-18-12)
- j) Barrier Free Design Guide (PG-18-13)
- k) Room Finishes, Door and Hardware Schedules (PG-18-14)
- l) Minimum Requirements for A/E Submissions (PG-18-15)
- m) Environmental Planning Guidance (PG-18-17)
- n) HVAC Design Manual for Hospitals Amendment B
- o) Lighting Study
- p) Design Alerts
- q) Quality Alerts
- r) VA Signage Design Guide
- s) Fire Protection Design Manual – Latest Edition
- t) Cost Estimating
- u) Physical Security Design Manuals for VA Facilities – Mission Critical Facilities (VA Handbook 0730)
 - v) Information Security Handbook VA 6500
 - w) Sustainable Design and Energy Reduction Manual (First Draft)
- 3. TIL - Master Construction Specifications: <http://www.cfm.va.gov/til/spec.asp>
- 4. Department of Veterans Affairs Utilities Design Manual.
- B. Office of Construction & Facilities Management: <http://www.cfm.va.gov/index.asp>
 - 1. VA Office of Facilities Management citations of the AIA design standards found on the world wide web at <http://cfm.va.gov/TIL/>
 - 2. VA Office of Health and Safety (OHS): <http://www1.va.gov/vasafety/>
 - 3. Construction Infection Control Risk Assessment Memorandum
- C. Other design and construction standards and publications that shall be applied to this work includes, but are not limited to:
 - 1. American Society of Heating, Refrigerating and Air-Conditioning Engineers Manual (ASHRAE)
 - 2. National Fire Protection Association (NFPA) Codes & Standards - www.nfpa.org
 - 3. OSHA Rules and Regulations
 - 4. International Building Code (ICC) latest edition
 - 5. Life Safety Code (NFPA 101) latest edition
 - 6. The Joint Commission (TJC) Accreditation manual (latest edition)
- D. Applicable sections of the VA Master Construction Specifications will be prepared by the Architect/Engineer, including all the necessary adaptations.
- E. Particular attention is called to CD4, Symbol Identification of Contract Drawings.
- F. Equipment symbols shall be in accordance with PG-18-6, Equipment Reference Manual (previously List of Equipment Symbols, H-08-6).
- G. Standard Drawing Details, in accordance with PG-18-4, shall be utilized to the greatest extent practicable.
- H. Cost estimates shall be developed in strict conformance with VA's Manual for Preparation of Cost Estimates & Related Documents for VA Facilities (March 8, 2011). <http://www.cfm.va.gov/til/dManual/dmCost.pdf>
- I. Guidelines for Design and Construction of Health Care Facilities, Latest Edition, published by The Facilities Guidelines Institute (FGI). <http://www.fgiguideines.org/>
- J. Physical Security Standard, compliance with Medical Center Policy 138-3 and VHA Handbook 0730/2 dated May 27, 2010 "Space Key Control".

VIII. SUBMITTALS

- A. Contractor shall submit documentation proof of OSHA construction safety course.
- B. General Contractor License and Insurance.
- C. Submittal as per Construction Documents and Specifications.
- D. Warranties

IX. QUALITY ASSURANCE/QUALITY CONTROL:

- A. The Construction Contractor shall develop and execute a QA/QC plan that demonstrates the project plans and specifications have gone through a rigorous, thorough review and coordination effort.
- B. Within 2 weeks of receipt of Notice to Proceed, the Construction Contractor will submit a detailed QA/QC plan describing each QA/QC task that will be taken during the construction phase and the name of the Contractor's team member responsible for QA/QC.
- C. Upon its completion each task shall be initialed and dated by the responsible Contractor's team member.



VA MEDICAL CENTER

**Orlando, Florida
Project No. 675-13-101**

Retrofit HVAC Systems and Controls at Operating Rooms and Building 500

Basis of Design for 100% Design Review

May 21, 2014



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DESIGN CONSIDERATIONS AND APPROACH

APPENDIX A – HVAC CALCULATIONS



May 21, 2014

Frank Wales
Building 3132
VA Orlando Medical Center
5201 Raymond St
Orlando, FL 32803

RE: Retrofit HVAC Systems and Controls at Operating Rooms and Building 500
Project No. 675-13-101

Subject: Basis of Design

Dear Frank:

DESIGN CONSIDERATIONS AND APPROACH

This project is split into five different sections in order to upgrade equipment throughout Building 500. The sections are:

1. Operating Rooms

High humidity levels have been problematic in the operating rooms. In the humid Florida climate, this is typically indicative of over 15% outside air being introduced to an air handler that is otherwise not designed for large amounts of outside air. After a review of the test and balance report, we see that AHU-9 is currently supplying 13983 cfm total air, with 4075 cfm of this air from outdoors (~29% outside air).

Knowing this information, we calculated the required amount of outside air for the spaces served by AHU-9 per ASHRAE Standard 170 (see attached calculations). AHU-9 serves five operating rooms, and a large recovery area. Operating rooms require four outside air changes per hour, while recovery areas require two outside air changes per hour. Therefore, ~1,000 cfm outside air is required for the operating rooms, and ~1,000 cfm outside air is required for the recovery area, for a total of 2,000 cfm outside air required from AHU-9.

This means the AHU-9 is currently delivering over **twice** the amount of outside air required. This leads to the design of partially close the outside air damper on AHU-9 and measuring the airflow to ensure only 2,000 cfm of outside air is brought through the air handler. This will improve the

humidity levels, temperature levels, and energy usage of AHU-9 by bringing the percentage of outside air down to below 15%.

An additional/alternate solution outside of the scope of work is also provided for the Operating Room Return Grilles. During a site visit, we determined that the air from four of the grilles throughout the operating rooms is returning to AHU-8 (instead of properly to AHU-9). We recommend capping these grilles, as well as replacing all grilles throughout the operating rooms which are in poor condition. These renovations are currently shown on drawing MH106, and indicated by the word 'Alternate' in the keynotes.

2. X-ray fan coil unit

The work required for this fan coil unit is fairly straight forward. Replace the chilled water valve, hot water valve, and thermostat with a new DDC controlled chilled water valve, hot water valve, and thermostat. This will include graphics and software updates for the B&G JCI server.

3. Canteen AHU / Exhaust Fan

The AHU-13 and KEF-1 serving the kitchen currently run at full speed during occupied hours, and the existing VFD's are not connected. A new sequence of operation will utilize the existing VFDs and save energy by having the exhaust fan and air handler speeds modulate dependent upon the temperature sensed at the kitchen hood.

An additional/alternate solution outside of the scope of work is also provided for the Canteen Air Handler (AHU-7). This unit is currently not seen on the front end. The upgrade for this unit is currently shown on drawing MH105, and indicated by the word 'Alternate' in the keynotes.

4. Specialty Clinic Areas Served by AHU-1 and AHU-5 (22 re-heats)

The specialty clinic areas are divided into several zones which are served by both hot water re-heats and VAVs. The vast majority of the hot water re-heats in this location are controlled pneumatically. The actual re-heat coils will remain in the ductwork, but all of the pneumatically controlled hot water valves and thermostats in these spaces will be replaced with new DDC control valves and thermostats. In addition, graphics and software updates will be made to the B&G JCI Server.

An alternate solution outside of the scope of work is also provided, where all of the pneumatically controlled reheat coils are replaced with new VAV boxes. In addition, two new VAV boxes and

thermostats would be installed for rooms 1055B and 1055D. This is indicated throughout the drawings with the word “-ALTERNATE-“ shown in keynotes and schedules.

5. Audiology/Sound Booths

The six sound booths are currently served by (4) VAV boxes. Per the scope of work, the status/controls for these VAV boxes is not seen at the front-end computer. The wiring and programming for these VAV boxes will be completed in order to tie these VAV boxes and controls to the front-end, including all graphics and updates.

An alternate solution outside of the scope of work is also provided, where two new VAV boxes and thermostats would be installed for rooms 1497 and 1503. This is indicated throughout the drawings with the word “-ALTERNATE-“ shown in keynotes and schedules.

INSTALLATION/CONSTRUCTION OFF-HOUR/PRIME-TIME EXPECTATIONS

Nearly all work can be performed during normal business hours. The majority of hot water and chilled water control valves are located above hallways or ‘common’ rooms, and there would be a minimal inconvenience to room occupants during thermostat replacements.

The work that should take place after hours includes:

1. Test and Balance of operating rooms
2. Modifications to operating room grilles
3. Installation of new thermostat in kitchen hood

Sincerely,

MES GROUP, INC.

Charles Flask, PE

APPENDIX A – HVAC CALCULATIONS

AHU-9 Outside Air Requirement Calculation				
Location	Volume (ft ³)	Required OACH	Formula	Required O.A. CFM
OR #1	3500	4	O.A. cfm = Vol * OACH / 60	233.3
OR #2	2900	4	O.A. cfm = Vol * OACH / 60	193.3
OR #3	2850	4	O.A. cfm = Vol * OACH / 60	190
OR #4	2850	4	O.A. cfm = Vol * OACH / 60	190
OR #5	2700	4	O.A. cfm = Vol * OACH / 60	180
Recovery	30000	2	O.A. cfm = Vol * OACH / 60	1000
			TOTAL AHU-9 Outside Air:	1986.7

ORLANDO VA MEDICAL CENTER

SECTION 01 00 00
GENERAL REQUIREMENTS

DESIGN BID BUILD

RETROFIT HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS AND CONTROLS AT
OPERATING ROOMS & BUILDING 500

675-13-101

1.1 GENERAL INTENTION

- A. Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work for "Retrofit Heating, Ventilating and Air Conditioning Systems and Controls at Operating Rooms & Building 500" as required by drawings and specifications.
- B. Visits to the site by Bidders may be made only by appointment with the Contracting Officer.
- C. Architect-Engineers will render certain technical services during construction. Such services shall be considered as advisory to the Government and shall not be construed as expressing or implying a contractual act of the Government without affirmations by Contracting Officer or his duly authorized representative.
- D. Before placement and installation of work subject to tests by testing laboratory retained by Department of Veterans Affairs, the Contractor shall notify the Contracting Officer's Representative (COR) in sufficient time to enable testing laboratory personnel to be present at the site in time for proper taking and testing of specimens and field inspection. Such prior notice shall be not less than three work days unless otherwise designated by the Contracting Officer's Representative (COR).
- E. 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.
- F. Prior to commencing work, general 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 the general or subcontractors are present.
- G. Training:
 - 1. All Contractor's personal are required to have completed an OSHA-approved 10-hour construction worker course prior to working on the site. The On-site general superintendent/supervisor is required to

- have completed an OSHA-approved 30-hour construction course prior to working on the site.
2. Every worker must provide the Contracting Officer a copy of current certificates identifying successful completion of the training prior to executing work for the Veterans Administration.
 3. In addition, Contractor shall provide submittals for contract construction or renovation work which include the names, qualifications, and training dates for Contractor's Competent Persons (CP), who has been designated to administer the site-specific safety program, as well as the CP for other activities as required by OSHA regulation 29 CFR 1926.32 (such as scaffolds, cranes, excavations, etc.).
 4. Contractor's CP are required to implement and maintain effective safety programs that identify and control hazards that may cause injury or illness to VA patients, staff, visitors, and contractor employees.
 5. The VA CP does not take the place of Contractor's CP nor acts on their behalf. The VA CP determines if Contractor is meeting VA standards and contractual requirements for safety and OSHA compliance.
 6. When these standards and contract requirements are not being met, the VA COTR and/or CP will take immediate action to prevent injury, non-compliance, and/or property damage.
- H. The Contractor's Quality Control Manager or equivalent shall provide Daily Quality Assurance Reports with photographs. The Quality Assurance reports will be due no later than 11 am on the following work day and shall be forwarded to the COTR electronically.
- I. Requisite Weekly Project Meetings shall be coordinated at the Preconstruction Conference.
- J. Progress Schedules will be required to be submitted to the Contracting Officer's Representative (COR) monthly. The schedule shall identify the project from Notice to Proceed (NTP) to planned completion with an emphasis on a two (2) week look ahead. Updated schedules shall identify and reflect all schedule deviations from the beginning of contract.

1.2 STATEMENT OF BID ITEM(S)

- A. ITEM I, Retrofit Heating, Ventilating and Air Conditioning Systems and Controls at Operating Rooms & Building 500: Work includes general construction, alterations, mechanical and electrical work, utility systems, necessary removal of existing structures and construction and certain other items.

1.3 SPECIFICATIONS AND DRAWINGS FOR CONTRACTOR

- A. AFTER AWARD OF CONTRACT, VA drawings related to the project shall be made available to the bidders and contractors in the Fed Biz Ops (www.fbo.gov) website and available for download. Their availability will be coordinated with the Contracting Officer. Any drawings provided in the solicitations are to be considered as informational only. All drawing data must be contractor verified in the field.
- B. Additional sets of drawings may be made by the Contractor, at Contractor's expense, from reproducible prints furnished by Issuing Office. Such prints shall be returned to the Issuing Office 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.
- 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 badge. They may also be subject to inspection of their personal effects when entering or leaving the project site.
- 2. For working outside the "regular hours" as defined in the contract, The General Contractor shall give 3 days' notice to the Contracting Officer so that arrangements can be provided for the employees. 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 of 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. Guards: (Not Used)

D. Key Control:

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

E. Document Control:

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

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

F. Motor Vehicle Restrictions

- 1. Vehicle authorization request shall be required for any vehicle entering the site and such request shall be submitted **72 hours** before the date and time of access. Access shall be restricted to picking up and dropping off materials and supplies.
- 2. Separate permits shall be issued for General Contractor and its employees for parking in designated areas only.

1.5 FIRE SAFETY

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

- 1. American Society for Testing and Materials (ASTM):
 - E84-2009.....Surface Burning Characteristics of Building Materials
- 2. National Fire Protection Association (NFPA):
 - 10-2010.....Standard for Portable Fire Extinguishers
 - 30-2008.....Flammable and Combustible Liquids Code
 - 51B-2009.....Standard for Fire Prevention during Welding, Cutting and Other Hot Work
 - 70-2011.....National Electrical Code
 - 241-2009.....Standard for Safeguarding Construction, Alteration, and Demolition Operations
- 3. Occupational Safety and Health Administration (OSHA):
 - 29 CFR 1926.....Safety and Health Regulations for Construction

B. Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to **Contracting Officer (CO) and Contracting Officer's Representative (COR)** for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES Prior to any worker for the contractor or subcontractors beginning work, they shall undergo a safety briefing provided by the general contractor's competent person per OSHA requirements. This briefing shall include information on the

construction limits, VAMC safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of VAMC equipment, etc. Documentation shall be provided to the Contracting Officer's Representative (COR) that individuals have undergone contractor's safety briefing.

1. Prior to commencement of work the following plans shall be submitted for review and approval by the Government: Work Plan, Health and Safety Plan, Life Safety Plan and associated ILSM Plans, Quality Plan and desired Lay Down Plan as applicable to the project. The Government will have 21 work days to review and approve the plans.
- 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 International Building Code (IBC) and NFPA.
- 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 one-hour, two-hour, fire-rated temporary construction partitions as shown on drawings 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.
 3. Close openings in smoke barriers and fire-rated construction to maintain fire ratings. Seal penetrations with listed through-penetration fire stop materials in accordance with Section 07 84 00, FIRESTOPPING.
- E. Temporary Heating and Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70.
- F. Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with Construction Officer Representative (COR).
- H. Egress Routes for Construction Workers: Maintain free and unobstructed egress; inspect daily and report findings and corrective actions weekly to Contracting Officer (CO), Safety Office and Contracting Officer's Representative (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 as applicable.
- 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 Contracting Officer's Representative (COR) and facility Safety Officer. 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 medical center and copies provided to the Contracting Officer's Representative (COR).
- N. Smoke Detectors: Prevent accidental operation. Remove temporary covers at end of work operations each day. Coordinate with Contracting Officer Representative (COR) and facility Safety Officer.
- O. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with VA Safety Office at 321-397-6042 (Orlando) or 321-637-3788 (Viera). Obtain permits from facility VA Safety Officer at least 72 hours in advance. Designate contractor's responsible project-site fire prevention program manager to permit hot work.
- P. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly. Coordinate with, and report findings and corrective actions weekly to Contracting Officer's Representative (COR) and facility Safety Officer.
- 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.

- T. As required, submit documentation to the Contracting Officer's Representative (COR) that personnel have been trained in the fire safety aspects of working in areas with impaired structural or compartmentalization features.

1.6 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(FAR 52.236-10)

- D. Working space and space available for storing materials shall be coordinated with Contracting Officer's Representative (COR).
- E. Workmen are subject to rules of 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 Contracting Officer's Representative (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.

Utilities Services: Where necessary to cut existing pipes, electrical wires, conduits, cables, etc., of utility services, or of fire protection systems or communications systems (except telephone), they shall be cut and capped at suitable places in coordination and agreement with Contracting Officer's Representative (COR). All such actions shall be coordinated with the Utility Company involved:

1. Whenever it is required that a connection fee be paid to a public utility provider for new permanent service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Contractor to be included as part of the project proposal.
- G. Phasing: To insure such executions, Contractor shall furnish the Contracting Officer's Representative (COR) with a schedule of approximate phasing or dates on which the Contractor intends to accomplish work in each specific area of site, building or portion thereof. In addition, Contractor shall notify the COTR two weeks in advance of the proposed date of starting work in each specific area of site, building or portion thereof. Arrange such phasing or dates to insure accomplishment of this work in successive phases mutually agreeable to Medical Center Director, Contracting Officer, COR and Contractor, as determined by COR during performance period.
- H. Building(s) will be occupied during performance of work; but immediate areas of alterations may be vacated in coordination with the affected service and the Contracting Officer's Representative (COR).
1. Contractor shall take all measures and provide all material necessary for protecting existing equipment and property in affected areas of construction against dust and debris, so that equipment and affected areas to be used in the Medical Centers operations will not be hindered. Contractor shall permit access to Department of Veterans Affairs personnel and patients through other construction areas which serve as routes of access to such affected areas and equipment. Coordinate alteration work in areas occupied by Department of Veterans Affairs so that Medical Center operations will continue during the construction period.
- I. Construction Fence: Before construction operations begin, Contractor shall provide a chain link construction fence, 2.1m (seven feet) minimum height, around the construction area indicated on the drawings. Provide gates as required for access with necessary hardware, including

hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 375mm (15 inches). Bottom of fences shall extend to 25mm (one inch) above grade. Remove the fence when directed by Contracting Officer's Representative (COR).

J. When a building is turned over to Contractor, Contractor shall accept entire responsibility therefore.

1. Contractor shall maintain a minimum temperature of 22 degrees C (72 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.

K. 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 Contracting Officer's Representative (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 Contracting Officer's Representative (COR). Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished, work on any energized circuits or equipment shall not commence without the Medical Center Director's prior knowledge and written approval. Refer to specification Sections 26 05 11, REQUIREMENTS FOR ELECTRICAL INSTALLATIONS, 27 05 11 REQUIREMENTS FOR COMMUNICATIONS INSTALLATIONS and 28 05 11, REQUIREMENTS FOR ELECTRONIC SAFETY AND SECURITY INSTALLATIONS for additional requirements.

2. Contractor shall submit a request for minor interruptions of any services to Contracting Officer's Representative (COR), in writing, 72 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 14 calendar days prior to the desired time and shall be performed as directed by the Contracting Officer's Representative (COR).
 5. In case of a contract construction emergency, service will be interrupted on approval of Contracting Officer's Representative (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 Contractor to be included as part of the project proposal.
 7. Abandoned in place utilities are only permissible when specifically identified in the Scope of Work.
- L. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be disconnected, shall be removed back to its source of supply where practical as determined by the Contracting Officer Representative (COR). When lines are to be disconnected and abandoned but are not required to be entirely removed, these 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.
- M. 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 Contracting Officer Representative (COR).
- N. Coordinate the work for this contract with other construction operations as directed by Contracting Officer Representative (COR). This includes the scheduling of traffic and the use of roadways, as specified in Article, USE OF ROADWAYS.
- O. All laydown areas shall be coordinated with and approved by Facilities Management Service (FMS). All areas turned over to the Contractor shall be maintained to an acceptable standard as determined by the government and returned to the government in its original configuration or better upon completion of contract work. In addition, the Contractor is responsible for any/all repairs to areas disturbed or

damaged by their employees or subcontractors during the execution of the project.

1.7 ALTERATIONS

- A. Survey: Before any work is started, the Contractor shall make a thorough survey with the Contracting Officer Representative (COR) and a representative of VA Supply Service, of buildings areas of buildings in which alterations occur and areas which are anticipated routes of access, and furnish a report, signed by both to the Contracting Officer. This report shall list by rooms and spaces:
1. Existing condition and types of resilient flooring, doors, windows, walls and other surfaces not required to be altered throughout affected areas of the building.
 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 Contracting Officer Representative (COR).
- B. Any items required by drawings to be either reused or relocated or both, found during this survey to be nonexistent, or in opinion of Contracting Officer Representative (COR) and Supply Representative, to be in such condition that their use is impossible or impractical, shall be furnished and/or replaced by Contractor with new items in accordance with specifications which will be furnished by Government. Provided the contract work is changed by reason of this subparagraph B, the contract will be modified accordingly, under provisions of clause entitled "DIFFERING SITE CONDITIONS" (FAR 52.236-2) and "CHANGES" (FAR 52.243-4 and VAAR 852.236-88).
- C. Re-Survey: Thirty days before expected partial or final inspection date, the Contractor and Contracting Officer Representative (COR) together shall make a thorough re-survey of the areas of buildings involved. They shall furnish a report on conditions then existing, of resilient flooring, doors, windows, walls and other surfaces as compared with conditions of same as noted in first condition survey report:
1. Re-survey report shall also list any damage caused by Contractor to such flooring and other surfaces, despite protection measures; and, will form basis for determining extent of repair work required of Contractor to restore damage caused by Contractor's workmen in executing work of this contract.

D. Protection: Provide the following protective measures:

1. Wherever existing roof surfaces are disturbed they shall be protected against water infiltration. In case of leaks, they shall be repaired immediately upon discovery.
2. Temporary protection against damage for portions of existing structures and grounds where work is to be done, materials handled and equipment moved and/or relocated.
3. Protection of interior of existing structures at all times, from damage, dust and weather inclemency. Wherever work is performed, floor surfaces that are to remain in place shall be adequately protected prior to starting work, and this protection shall be maintained intact until all work in the area is completed.

1.8 INFECTION PREVENTION MEASURES

- A. VAMC's Pre-construction Risk Assessment (PCRA) team shall prepare an Infection Control plan and continue oversight during design, planning and construction on a regular basis. (VHA Directive 2004-012). PCRA Group may provide a separate document to be included as part of the contract documents or may modify requirements included in the following article. Prior to start of work, Contractor shall prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submit to Contracting Officer's Representative (COR) and Facility PCRA team for review of compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

1. An Interim Life Safety Measures Plan shall be developed and completed within two weeks of Notice to Proceed (NTP). Unforeseen Interim Life Safety Plans post government acceptance and approval shall be coordinated two (2) weeks prior to the start of work requiring that specific plan. The contractor shall be responsible for the development, coordination, reporting execution and data collection of all ILSMs.

- B. Implement the requirements of VAMC's Pre-construction Risk Assessment (PCRA) team. PCRA Group 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. Establish and maintain a dust control program as part of the contractor's infection preventive measures in accordance with the guidelines provided by PCRA Group as specified in the PRCA Documents.

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 RE 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 Contracting Officer's Representative (COR). Block 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 Contracting Officer's Representative (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 one-hour or two-hour 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 Contracting Officer's Representative (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 Contracting Officer's Representative (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.

- F. For Infection control risks mitigation, temporary partitions/containment provisions shall not be removed nor HEPA filtered negative exhaust turned off until final completion and inspection walk through by the Government (FMS/COR).

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 Contracting Officer's Representative (COR).
 - 2. Items not reserved shall become property of the Contractor and be removed by Contractor from 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.
 - 4. PCB Transformers and Capacitors: The Contractor shall be responsible for disposal of the Polychlorinated Biphenyl (PCB) transformers and capacitors. The transformers and capacitors shall be taken out of service and handled in accordance with the procedures of the Environmental Protection Agency (EPA) and the Department of Transportation (DOT) as outlined in Code of Federal Regulation (CFR), Titled 40 and 49 respectively. The EPA's Toxic Substance Control Act (TSCA) Compliance Program Policy Nos. 6-PCB-6 and 6-PCB-7 also apply. Upon removal of PCB transformers and capacitors for disposal, the "originator" copy of the Uniform Hazardous Waste Manifest (EPA Form 8700-22), along with the Uniform Hazardous Waste Manifest Continuation Sheet (EPA Form 8700-22A) shall be returned to the Contracting Officer who will annotate the contract file and transmit the Manifest to the Medical Center's Chief.
 - a. Copies of the following listed CFR titles may be obtained from the Government Printing Office:
 - 40 CFR 261.....Identification and Listing of Hazardous Waste
 - 40 CFR 262.....Standards Applicable to Generators of Hazardous Waste
 - 40 CFR 263.....Standards Applicable to Transporters of Hazardous Waste
 - 40 CFR 761.....PCB Manufacturing, Processing, Distribution in Commerce, and use Prohibitions

- 49 CFR 172.....Hazardous Material tables and Hazardous Material Communications Regulations
- 49 CFR 173.....Shippers - General Requirements for Shipments and Packaging
- 49 CRR 173.....Subpart A General
- 49 CFR 173.....Subpart B Preparation of Hazardous Material for Transportation
- 49 CFR 173.....Subpart J Other Regulated Material; Definitions and Preparation
- TSCA.....Compliance Program Policy Nos. 6-PCB-6 and 6-PCB-7

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

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

(FAR 52.236-9)

- C. Refer to Section 01 57 19, TEMPORARY ENVIRONMENTAL CONTROLS, for additional requirements on protecting vegetation, soils and the environment. Refer to Articles, "Alterations", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.
- D. Refer to FAR clause 52.236-7, "Permits and Responsibilities," which is included in General Conditions. A National Pollutant Discharge Elimination System (NPDES) permit is required for this project. The Contractor is considered an "operator" under the permit and has

extensive responsibility for compliance with permit requirements. VA will make the permit application available at the (appropriate medical center) office. The apparent low bidder, contractor and affected subcontractors shall furnish all information and certifications that are required to comply with the permit process and permit requirements. Many of the permit requirements will be satisfied by completing construction as shown and specified. Some requirements involve the Contractor's method of operations and operations planning and the Contractor is responsible for employing best management practices. The affected activities often include, but are not limited to the following:

- Designating areas for equipment maintenance and repair;
- Providing waste receptacles at convenient locations and provide regular collection of wastes;
- Locating equipment wash down areas on site, and provide appropriate control of wash-waters;
- Providing protected storage areas for chemicals, paints, solvents, fertilizers, and other potentially toxic materials; and
- Providing adequately maintained sanitary facilities.

1.11 RESTORATION

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

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

1.12 PHYSICAL DATA (NOT USED)

1.13 PROFESSIONAL SURVEYING SERVICES

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

1.14 LAYOUT OF WORK

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

(FAR 52.236-17)

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

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

- D. During progress of work, and particularly as work progresses from floor to floor, Contractor shall have line grades and plumbness of all major form work checked and certified by a registered land surveyor or registered civil engineer as meeting requirements of contract drawings. Furnish such certification to the Contracting Officer's Representative (COR) before any major items of concrete work are placed. In addition, Contractor shall also furnish to the Contracting Officer's Representative (COR) certificates from a registered land surveyor or registered civil engineer that the following work is complete in every respect as required by contract drawings.
 - 1. Lines of each building and/or addition.
 - 2. Elevations of bottoms of footings and tops of floors of each building and/or addition.
 - 3. Lines and elevations of sewers and of all outside distribution systems.
 - 4. Lines of grave plot documentation.
 - 5. Lines of elevations of all swales and interment areas.
 - 6. Lines and elevations of roads, streets and parking lots.
- E. Whenever changes from contract drawings are made in line or grading requiring certificates, record such changes on a reproducible drawing bearing the registered land surveyor or registered civil engineer seal, and forward these drawings upon completion of work to the Contracting Officer (CO).
- F. The Contractor shall perform the surveying and layout work of this and other articles and specifications in accordance with the provisions of Article "Professional Surveying Services".

1.15 AS-BUILT DRAWINGS

- A. The contractor shall maintain two full size sets of as-built drawings which will be kept current during construction of the project, to include all contract changes, modifications and clarifications.
- B. All variations shall be shown in the same general detail as used in the contract drawings. To insure compliance, as-built drawings shall be made available for the Contracting Officer's Representative's (COR) review, as often as requested.

- C. Contractor shall deliver two approved completed sets of as-built drawings to the Contracting Officer's Representative (COR) within 15 calendar days after each completed phase and after the acceptance of the project by the Contracting Officer (CO).
- D. Paragraphs A, B, & C shall also apply to all shop drawings
- E. The Contractor, upon completion of the work, and after review/acceptance by the Government shall provide 'As-built' drawings; 2 ea. full size bond sets, 2 ea. electronic pdf and 2 ea. AutoCAD version 2010 and backwards compatible copies of the FINAL approved as-constructed documents.

1.16 USE OF ROADWAYS

- A. For hauling, use only established public roads and roads on Medical Center property and, when authorized by the Contracting Officer's Representative (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 there/to must be completed and available for use at time set for completion of such buildings or parts thereof.

1.17 RESIDENT ENGINEER'S FIELD OFFICE (NOT USED)

1.18 TEMPORARY USE OF MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Use of new installed mechanical and electrical equipment to provide heat, ventilation, plumbing, light and power will be permitted subject to compliance with the following provisions:
 - 1. Permission to use each unit or system must be given by Contracting Officer's Representative (COR). If the equipment is not installed and maintained in accordance with the following provisions, the Contracting Officer's Representative (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. Boilers, pumps, feedwater heaters and auxiliary equipment must be operated as a complete system and be fully maintained by operating personnel. Boiler water must be given complete and continuous chemical treatment.
- B. Prior to final inspection, the equipment or parts used which show wear and tear beyond normal, shall be replaced with identical replacements, at no additional cost to the Government.
- C. This paragraph shall not reduce the requirements of the mechanical and electrical specifications sections.

1.19 TEMPORARY 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 Contracting Officer's Representative (COR) for use of elevators. The Contracting Officer's Representative (COR) will ascertain that elevators are in proper condition.
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.

2. Government will accept hoisting ropes of elevator and rope of each speed governor if they are worn under normal operation. However, if these ropes are damaged by action of foreign matter such as sand, lime, grit, stones, etc., during temporary use, they shall be removed and replaced by new hoisting ropes.
3. If brake lining of elevators are excessively worn or damaged during temporary use, they shall be removed and replaced by new brake lining.
4. All parts of main controller, starter, relay panel, selector, etc., worn or damaged during temporary use shall be removed and replaced with new parts, if recommended by elevator inspector after elevator is released by Contractor.
6. 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.

1.20 TEMPORARY USE OF NEW ELEVATORS (NOT USED)

1.21 TEMPORARY TOILETS

- A. Temporary accommodations (utilities/toilets/personnel, tools, and equipment) for the execution of the contract work are the contractor's responsibility and all costs shall be borne by the contractor unless otherwise stated in the SOW. Government utilities will not be provided on either a short or long term basis during the execution of work.

1.22 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The amount to be paid by the Contractor for chargeable electrical services shall be the prevailing rates charged to the Government. The Contractor shall carefully conserve any utilities furnished without charge.
- B. The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- C. Contractor shall install meters at Contractor's expense and furnish the Medical Center a monthly record of the Contractor's usage of electricity as hereinafter specified.

D. Electricity (for Construction and Testing): Furnish all temporary electric services.

1. Obtain electricity by connecting to the Medical Center electrical distribution system. The Contractor shall meter and pay for electricity required for electric cranes and hoisting devices, electrical welding devices and any electrical heating devices providing temporary heat. Electricity for all other uses is available at no cost to the Contractor.

E. Water (for Construction and Testing): Furnish temporary water service.

1. Obtain water by connecting to the Medical Center water distribution system. Provide reduced pressure backflow preventer at each connection. Water is available at no cost to the Contractor.
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 Contracting Officer's Representative's (COR) discretion) of use of water from Medical Center's system.

F. 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 Contracting Officer's Representative (COR) discretion], of use of steam from the Medical Center's system.

G. 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.

1.23 NEW TELEPHONE EQUIPMENT (NOT USED)

1.24 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. No energized work shall be performed without proper notification to the Government and only when written approval of the Contracting Officer (CO)/Contracting Officer's Representative (COR) has been granted.

- 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.

1.25 INSTRUCTIONS

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

- C. Instructions: Contractor shall provide qualified, factory-trained manufacturers' representatives to give detailed instructions to assigned Department of Veterans Affairs personnel in the operation and complete maintenance for each piece of equipment. All such training will be at the job site. These requirements are more specifically detailed in the various technical sections. Instructions for different items of equipment that are component parts of a complete system, shall be given in an integrated, progressive manner. All instructors for every piece of component equipment in a system shall be available until instructions for all items included in the system have been completed. This is to assure proper instruction in the operation of inter-related systems. All instruction periods shall be at such times as scheduled by the Contracting Officer's Representative (COR) and shall be considered concluded only when the Contracting Officer's Representative (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 Contracting Officer's Representative (COR), does not demonstrate sufficient qualifications in accordance with requirements for instructors above.
- D. Testing, training, and commissioning of systems shall be in accordance with the SOW, specifications, industry standards, and manufacturer recommendations and all costs associated with same shall be borne by the contractor.

1.26 GOVERNMENT-FURNISHED PROPERTY

- A. The Government shall deliver to the Contractor, the Government-furnished property shown on the schedule and agreement with the Contracting Officer's Representative (COR).
- B. Equipment furnished by Government to be installed by Contractor will be furnished to Contractor at the Medical Center.
- C. Storage space for equipment will be provided by the Government and the Contractor shall be prepared to unload and store such equipment therein upon its receipt at the Medical Center.
- D. Notify Contracting Officer in writing, 60 days in advance, of date on which Contractor will be prepared to receive equipment furnished by Government. Arrangements will then be made by the Government for delivery of equipment.
 - 1. Immediately upon delivery of equipment, Contractor shall arrange for a joint inspection thereof with a representative of the Government. At such time the Contractor shall acknowledge receipt of equipment described, make notations, and immediately furnish the Government representative with a written statement as to its condition or shortages.

2. Contractor thereafter is responsible for such equipment until such time as acceptance of contract work is made by the Government.
- E. Equipment furnished by the Government will be delivered in a partially assembled (knock down) condition in accordance with existing standard commercial practices, complete with all fittings, fastenings, and appliances necessary for connections to respective services installed under contract. All fittings and appliances (i.e., couplings, ells, tees, nipples, piping, conduits, cables, and the like) necessary to make the connection between the Government furnished equipment item and the utility stub-up shall be furnished and installed by the contractor at no additional cost to the Government.
- F. Completely assemble and install the Government furnished equipment in place ready for proper operation in accordance with specifications and drawings.
- G. Furnish supervision of installation of equipment at construction site by qualified factory trained technicians regularly employed by the equipment manufacturer.

1.27 RELOCATED EQUIPMENT/ITEMS

- A. Contractor shall disconnect, dismantle as necessary, remove and reinstall in new location, all existing equipment and items indicated by symbol "R" or otherwise shown to be relocated by the Contractor.
- B. Perform relocation of such equipment or items at such times and in such a manner as directed by the Contracting Officer's Representative (COR).
- C. Suitably cap existing service lines, such as steam, condensate return, water, drain, gas, air, vacuum and/or electrical, whenever such lines are disconnected from equipment to be relocated. Remove abandoned lines in finished areas and cap as specified herein before under paragraph "Abandoned Lines".
- D. Provide all mechanical and electrical service connections, fittings, fastenings and any other materials necessary for assembly and installation of relocated equipment; and leave such equipment in proper operating condition.
- E. Contractor shall employ services of an installation engineer, who is an authorized representative of the manufacturer of this equipment to supervise assembly and installation of existing remote dictating machine, X-ray, dental, laundry equipment or other equipment required to be relocated.
- F. All service lines such as noted above for relocated equipment shall be in place at point of relocation ready for use before any existing equipment is disconnected. Make relocated existing equipment ready for operation or use immediately after reinstallation.

1.28 STORAGE SPACE FOR DEPARTMENT OF VETERANS AFFAIRS EQUIPMENT (NOT USED)

1.29 CONSTRUCTION SIGN

- A. Provide a Construction Sign where directed by the Contracting Officer's Representative (COR). All wood members shall be of framing lumber. Cover sign frame with 0.7 mm (24 gage) galvanized sheet steel nailed securely around edges and on all bearings. Provide three 100 by 100 mm (4 inch by 4 inch) posts (or equivalent round posts) set 1200 mm (four feet) into ground. Set bottom of sign level at 900 mm (three feet) above ground and secure to posts with through bolts. Make posts full height of sign. Brace posts with 50 x 100 mm (two by four inch) material as directed.
- B. Paint all surfaces of sign and posts two coats of white gloss paint. Border and letters shall be of black gloss paint, except project title which shall be blue gloss paint.
- C. Maintain sign and remove it when directed by the Contracting Officer's Representative (COR).
- D. Detail drawing(s) of construction sign showing required legend and other characteristics of sign is coordinated with the Contracting Officer's Representative (COR)

1.30 SAFETY SIGN

- A. Provide a Safety Sign where directed by Contracting Officer's Representative (COR). Face of sign shall be 19 mm (3/4 inch) thick exterior grade plywood. Provide two 100 mm by 100 mm (four by four inch) posts extending full height of sign and 900 mm (three feet) into ground. Set bottom of sign level at 1200 mm (four feet) above ground.
- B. Paint all surfaces of Safety Sign and posts with one prime coat and two coats of white gloss paint. Letters and design shall be painted with gloss paint of colors noted.
- C. Maintain sign and remove it when directed by Contracting Officer's Representative (COR).
- D. Standard Detail Drawing Number SD10000-02(Found on VA TIL) of safety sign showing required legend and other characteristics of sign as directed by the Contracting Officer's Representative (COR).
- E. Post the number of accident free days on a daily basis.

1.31 PHOTOGRAPHIC DOCUMENTATION

- A. During the construction period through completion, provide photographic documentation of construction progress and at selected milestones including electronic indexing, navigation, storage and remote access to the documentation, as per these specifications. The commercial photographer or the subcontractor used for this work shall meet the following qualifications:

1. Demonstrable minimum experience of three (3) years in operation providing documentation and advanced indexing/navigation systems including a representative portfolio of construction projects of similar type, size, duration and complexity as the Project.
2. Demonstrable ability to service projects throughout North America, which shall be demonstrated by a representative portfolio of active projects of similar type, size, duration and complexity as the Project.

B. Photographic documentation elements:

1. Each digital image shall be taken with a professional grade camera with minimum size of 6 megapixels (MP) capable of producing 200x250mm (8 x 10 inch) prints with a minimum of 2272 x 1704 pixels and 400x500mm (16 x 20 inch) prints with a minimum 2592 x 1944 pixels.
2. Indexing and navigation system shall utilize actual AUTOCAD construction drawings, making such drawings interactive on an on-line interface. For all documentation referenced herein, indexing and navigation must be organized by both time (date-stamped) and location throughout the project.
3. Documentation shall combine indexing and navigation system with inspection-grade digital photography designed to capture actual conditions throughout construction and at critical milestones. Documentation shall be accessible on-line through use of an internet connection. Documentation shall allow for secure multiple-user access, simultaneously, on-line.
4. Before construction, the building pad, adjacent streets, roadways, parkways, driveways, curbs, sidewalks, landscaping, adjacent utilities and adjacent structures surrounding the building pad and site shall be documented. Overlapping photographic techniques shall be used to insure maximum coverage. Indexing and navigation accomplished through interactive architectural drawings. If site work or pad preparation is extensive, this documentation may be required immediately before construction and at several pre-determined intervals before building work commences.
5. Construction progress for all trades shall be tracked at pre-determined intervals, but not less than once every thirty (30) calendar days ("Progressions"). Progression documentation shall track both the exterior and interior construction of the building. Exterior Progressions shall track 360 degrees around the site and each building. Interior Progressions shall track interior improvements beginning when stud work commences and continuing until Project completion.
6. As-built condition of pre-slab utilities and site utilities shall be documented prior to pouring slabs, placing concrete and/or backfilling. This process shall include all underground and in-slab utilities within the building(s) envelope(s) and utility runs in the immediate vicinity of the building(s) envelope(s). This may also include utilities enclosed in slab-on-deck in multi-story buildings.

Overlapping photographic techniques shall be used to insure maximum coverage. Indexing and navigation accomplished through interactive site utility plans.

7. As-built conditions of mechanical, electrical, plumbing and all other systems shall be documented post-inspection and pre-insulation, sheet rock or dry wall installation. This process shall include all finished systems located in the walls and ceilings of all buildings at the Project. Overlapping photographic techniques shall be used to insure maximum coverage. Indexing and navigation accomplished through interactive architectural drawings.
8. As-built conditions of exterior skin and elevations shall be documented with an increased concentration of digital photographs as directed by the Contracting Officer's Representative (COR) in order to capture pre-determined focal points, such as waterproofing, window flashing, radius used steel work, architectural or Exterior Insulation and Finish Systems (EIFS) detailing. Overlapping photographic techniques shall be used to insure maximum coverage. Indexing and navigation accomplished through interactive elevations or elevation details.
9. As-built finished conditions of the interior of each building including floors, ceilings and walls shall be documented at certificate of occupancy or equivalent, or just prior to occupancy, or both, as directed by the Contracting Officer's Representative (COR). Overlapping photographic techniques shall be used to insure maximum coverage. Indexing and navigation accomplished through interactive architectural drawings.
10. Miscellaneous events that occur during any Contractor site visit, or events captured by the Department of Veterans Affairs independently, shall be dated, labeled and inserted into a Section in the navigation structure entitled "Slideshows," allowing this information to be stored in the same "place" as the formal scope.
11. Customizable project-specific digital photographic documentation of other details or milestones. Indexing and navigation accomplished through interactive architectural plans.
12. Monthly (29 max) exterior progressions (360 degrees around the project) and slideshows (all elevations and building envelope). The slideshows allow for the inclusion of Department of Veterans Affairs pictures, aerial photographs, and timely images which do not fit into any regular monthly photo path.
13. Weekly (21 Max) Site Progressions - Photographic documentation capturing the project at different stages of construction. These progressions shall capture underground utilities, excavation, grading, backfill, landscaping and road construction throughout the duration of the project.
14. Regular (8 max) interior progressions of all walls of the entire project to begin at time of substantial framed or as directed by the Contracting Officer's Representative (COR) through to completion.

15. Detailed Exact-Built of all Slabs for all project slab pours just prior to placing concrete or as directed by the Contracting Officer's Representative (COR).
 16. Detailed Interior exact built overlapping photos of the entire building to include documentation of all mechanical, electrical and plumbing systems in every wall and ceiling, to be conducted after rough-ins are complete, just prior to insulation and or drywall, or as directed by Contracting Officer's Representative (COR).
 17. Finished detailed Interior exact built overlapping photos of all walls, ceilings, and floors to be scheduled by Contracting Officer's Representative (COR) prior to occupancy.
 18. In event a greater or lesser number of images than specified above are required by the Contracting Officer's Representative (COR), adjustment in contract price will be made in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88).
- C. Images shall be taken by a commercial photographer and must show distinctly, at as large a scale as possible, all parts of work embraced in the picture.
 - D. Coordination of photo shoots is accomplished through Contracting Officer's Representative (COR). Contractor shall also attend construction team meetings as necessary. Contractor's operations team shall provide regular updates regarding the status of the documentation, including photo shoots concluded, the availability of new Progressions or Exact-Built's viewable on-line and anticipated future shoot dates.
 - E. Contractor shall provide all on-line domain/web hosting, security measures, and redundant server back-up of the documentation.
 - F. Contractor shall provide technical support related to using the system or service.
 - G. Upon completion of the project, final copies of the documentation (the "Permanent Record") with the indexing and navigation system embedded (and active) shall be provided in an electronic media format, typically a DVD or external hard-drive. Permanent Record shall have Building Information Modeling (BIM) interface capabilities. On-line access terminates upon delivery of the Permanent Record.

1.32 FINAL ELEVATION DIGITAL IMAGES

- A. A minimum of four (4) images of each elevation shall be taken with a minimum 12 MP camera, by a professional photographer with different settings to allow the Contracting Officer's Representative (COR) to select the image to be printed. All images are provided to the RE on a CD.
- B. Photographs shall be taken upon completion, including landscaping. They shall be taken on a clear sunny day to obtain sufficient detail to show depth and to provide clear, sharp pictures. Pictures shall be 400 mm x

500 mm (16 by 20 inches), printed on regular weight paper, matte finish archival grade photographic paper and produced by a RA4 process from the digital image with a minimum 300 PPI. Identifying data shall be carried on label affixed to back of photograph without damage to photograph and shall be similar to that provided for final construction photographs.

- C. Furnish six (6) 400 mm x 500 mm (16 by 20 inch) color prints of the following buildings constructed under this project (elevations as selected by the RE from the images taken above). Photographs shall be artistically composed showing full front elevations. All images shall become property of the Government. Each of the selected six prints shall be place in a frame with a minimum of 2 inches of appropriate matting as a border. Provide a selection of a minimum of 3 different frames from which the SRE will select one style to frame all six prints. Photographs with frames shall be delivered to the Contracting Officer's Representative (COR) in boxes suitable for shipping.

1.33 HISTORIC PRESERVATION (NOT USED)

- - - E N D - - -

**Pre-construction Risk Assessment PRCA
Greater Orlando/Brevard County**

Project Title: Retrofit HVAC Systems and Controls at OR's & Bldg 500	Project Number: 675-13-101
VAMC Competent Person (CP): Frank Wales	Date: 5/13/2015
In-House or contracted Out: Contracted Out	

CP Qualifications: Frank Wales-COR

This project will retrofit Heating, Ventilating and Air Conditioning controls at the Operating Rooms, and selected areas and equipment in the first floor of Building 500. Output from the different elements of the control system will be connected to the Engineering Control Center for central monitoring. Upgrades / Replacement of some variable air volume / re-heat boxes and associated ductwork are required to ensure optimum operation of these devices.

RISK ASSESSMENT MATRIX: IC GUIDELINES FOR CONSTRUCTION

TYPE A	<p>Inspection and Non-Invasive Activities. Includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet ▪ painting (but not sanding) ▪ wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
TYPE B	<p>Small scale, short duration activities which create minimal dust Includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ installation of telephone and computer cabling ▪ access to chase spaces ▪ cutting of walls or ceiling where dust migration can be controlled.
TYPE C	<p>Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies Includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ sanding of walls for painting or wall covering ▪ removal of floor coverings, ceiling tiles and casework ▪ new wall construction ▪ minor duct work or electrical work above ceilings ▪ major cabling activities ▪ any activity that cannot be completed within a single work shift.
TYPE D	<p>Major demolition and construction projects Includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ activities which require consecutive work shifts ▪ requires heavy demolition or removal of a complete cabling system ▪ new construction.

**Pre-construction Risk Assessment PRCA
Greater Orlando/Brevard County**

Patient Risk Group

Low Risk	Medium Risk	High Risk	Highest Risk
<ul style="list-style-type: none"> ▪ Office areas 	<ul style="list-style-type: none"> ▪ Cardiology ▪ Echocardiography ▪ Endoscopy ▪ Nuclear Medicine ▪ Physical Therapy ▪ Radiology/MRI ▪ Respiratory Therapy ▪ DOM 	<ul style="list-style-type: none"> ▪ CCU ▪ Emergency Room ▪ Labor & Delivery ▪ Laboratories (specimen) ▪ Newborn Nursery ▪ Outpatient Surgery ▪ Pediatrics ▪ Pharmacy ▪ Post Anesthesia Care Unit ▪ Surgical Units ▪ CLC 	<ul style="list-style-type: none"> ▪ Any area caring for immunocompromised patients ▪ Burn Unit ▪ Cardiac Cath Lab ▪ Central Sterile Supply ▪ Intensive Care Units ▪ Medical Unit ▪ Negative pressure isolation rooms ▪ Oncology ▪ Operating rooms including C-section rooms

CONSTRUCTION RISK REDUCTION PLAN			
Location of Construction: 5201 Raymond Street Orlando Florida 32803 Lake Baldwin Campus		Project Start Date: TBD	
Contractor Performing Work: TBD		Estimated Duration:	
√	CONSTRUCTION ACTIVITY	√	IC RISK GROUP
	Type A: Inspection, non-invasive, minor		Low Risk
	Type B: Small scale, short duration, moderate levels.		Medium Risk
√	Type C: Moderate to high level of dust.	√	High Risk
	Type D: Major demolition and construction projects.		Highest Risk
**NOTE: If mold is discovered, stop work and notify COTR immediately.			See Appendix A for additional requirements.

Patient Risk Group	TYPE A	TYPE B	TYPE C	TYPE D
LOW Risk Group	I	II	II	III/IV
MEDIUM Risk Group	I	II	III	IV
HIGH Risk Group	I	II	III/IV	IV
HIGHEST Risk Group	II	III/IV	III/IV	IV

**Pre-construction Risk Assessment PRCA
Greater Orlando/Brevard County**

Description of Required Infection Control Precautions by Class

	During Construction Project	Upon Completion of Project
CLASS I	<ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust from construction operations. 2. Immediately replace a ceiling tile displaced for visual inspection 	
CLASS II	<ol style="list-style-type: none"> 1. Provide active means to prevent airborne dust from dispersing into atmosphere. 2. Water mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Place dust mat at entrance and exit of work area 6. Remove or isolate HVAC system in areas where work is being performed. 	<ol style="list-style-type: none"> 1. Wipe work surfaces with disinfectant. 2. Contain construction waste before transport in tightly covered containers. 3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 4. Remove isolation of HVAC system in areas where work is being performed.
CLASS III	<ol style="list-style-type: none"> 1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. 4. Contain construction waste before transport in tightly covered containers. 5. Cover transport receptacles or carts. Tape covering unless solid lid. 	<ol style="list-style-type: none"> 1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums. 4. Wet mop area with disinfectant. 5. Remove isolation of HVAC system in areas where work is being performed.
CLASS IV	<ol style="list-style-type: none"> 1. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. 4. Seal holes, pipes, conduits, and punctures appropriately. 5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site. 6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area. 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department. 	<ol style="list-style-type: none"> 1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction. 2. Contain construction waste before transport in tightly covered containers. 3. Cover transport receptacles or carts. Tape covering unless solid lid 4. Vacuum work area with HEPA filtered vacuums. 5. Wet mop area with disinfectant. 6. Remove isolation of HVAC system in areas where work is being performed.

Pre-construction Risk Assessment PRCA

Greater Orlando/Brevard County

INTERIM LIFE SAFETY MEASURES

√	LEVEL	ACTIVITY	ILSM PRECAUTIONS
	LEVEL I	Minor: No breach of fire detection, alarm or fighting systems. No egress or access blockage.	Minimum 4, 6, 7, 9
	LEVEL II	Moderate: Short-term breach of fire detection, alarm or fighting systems < a single work shift. Blockage of egress or access but second means available.	Minimum 1, 2, 4, 6, 7, 9, 11
√	LEVEL III	Major: Multiple or continuous breach of fire detection, alarm or fighting systems. Blockage of egress or access. Work > a single shift.	Minimum 1-11
	LEVEL IV	Are fire detection systems out of service for more than 4 hours in a 24 hour period	Minimum 12

 X 1. Ensuring free and unobstructed exit access and exits. Staff receives additional training when alternative exits are designated. Buildings or areas under construction must maintain escape routes for construction workers at all times. Means of exiting construction are inspected daily.

 X 2. Ensuring free and unobstructed access to emergency services and for fire, police and other emergency forces.

 X 3. Ensuring fire alarm, detection, and suppression systems are in good working order. A temporary, but equivalent system shall be provided when any fire system is impaired. Temporary systems must be inspected and tested monthly.

 X 4. Ensuring temporary construction partitions are smoke tight and built of noncombustible or limited combustible materials that will not contribute to the development or spread of fire in accordance with VA Master Specification, General Requirements.

 X 5. Providing additional fire-fighting equipment and train personnel in its use.

 X 6. Prohibiting smoking in or adjacent to construction areas.

 X 7. Developing and enforcing storage, housekeeping, and debris removal practices that reduce the buildings flammable and combustible fire load to the lowest feasible level.

 X 8. Conducting a minimum of two fire drills per shift per quarter (> 90 days duration).

 X 9. Increasing hazard surveillance of buildings, grounds and equipment, with special attention to excavations, construction areas, construction storage, and field offices.

 X 10. Training personnel to compensate for impaired structural or compartmentation features of fire safety.

 X 11. Conducting organization wide safety education programs to promote awareness of any LSC deficiencies, construction hazards and these ILSM. Conduct familiarization tours and site visits for local Fire Department, when necessary.

 12. Provide fire watch or evacuate buildings in the event that the fire alarm, detection or suppression systems are taken out of service for more than four hours in a 24-hour period.

**Pre-construction Risk Assessment PCRA
Greater Orlando/Brevard County**

Additional Construction Safety Questions

Will project place contracted workers at risk for transmission of Mycobacterium tuberculosis? If yes, refer to MCP 00Q for guidance. <u>NO</u>			
Will Project create potential air quality issues other than identified in PCRA? <u>NO</u> Is any work or equipment near air intakes? <u>NO</u> Are Volatile Organic Compounds VOC being used? <u>NO</u> If yes, please explain and note plans to minimize: PCRA to be followed at all times.			
Will project create potential noise issues? <u>NO</u> If yes, please explain and note plans to minimize: Work to be done during WHEN hours.			
Will project create potential vibration issues? <u>NO</u> If yes, please explain and note plans to minimize:			
Is contractor required to provide 14 days notice for utility shutdowns? <u>YES</u> Will contractor/COTR follow Utility Shutdown SOP when utilities are shut down? <u>YES</u> Will contractor be given emergency notification telephone numbers for unplanned utility failures? <u>YES</u>			
Will project create a potential for leaks? <u>NO</u> If yes, please include in contract for contractor to dike any floor penetration in construction area. N/A			
Any additional potential issues that affect EOC. <u>NO</u>			
Will contractors be instructed to wear badges at all times while on site? <u>YES</u> Will badges identify name, employer name, project name and location and expiration date? <u>YES</u> Will police be notified if project takes place on off-hours? <u>YES</u>			
Will contract require general and sub-contractor's construction workers all complete the OSHA 10-hour construction worker course or the 30-hour construction course with OSHA certified training? <u>YES</u>			
Has/will the construction safety committee reviewed drawings and specs and signed off on each design submission? <u>NO</u>			
Will Contracting Officer be requested to evaluate and consider past safety records of prospective contractors in the awarding of contracts? <u>Yes</u>			
Will contractor submittals include the names, qualifications and training dates for contractor CP designated to administer the site specific safety program, as well as the CP for other activities as required by OSHA regulation (such as scaffolds, cranes, excavation, etc.) <u>YES</u> Will COTR provide copy of the site specific safety program to the Construction Safety Committee? <u>YES</u>			
Is any portion of the project related to a special field that the CP does not have the required background for (for example, scaffolding, cranes, or excavation)? <u>NO</u> Will another VA Employee be CP for those special fields? <u>NO</u>			
CONTRACTOR WILL NEED TO ENSURE DEMOLITION DUST IS NOT BLOWN INTO BUILDINGS OR DUCT SYSTEMS.			
SIGNATURES:	Date:		Date:
Project COTR: Rafael Perez	5/24/2012	Union Safety Officer	
Infection Control		Safety Manager	
Chief of Police & Law Enforcement		Chair – Construction Safety Committee	
GEMS Coordinator		Other as Applicable	
Chief Engineer			

*Pre-construction Risk Assessment PRCA
Greater Orlando/Brevard County*

APPENDIX A

MOLD REMEDIATION

MOLD REMEDIATION	AMOUNT IDENTIFIED	REQUIREMENTS
Source Containment	Total area of mold less than 3 sq ft	<ol style="list-style-type: none"> 1. Contact COTR 2. Apply self-adhering plastic to entire moldy surface or SECURELY tape 6-mil poly over the ENTIRE moldy surface 3. Remove material and wrap or bag and securely. Enclose ALL moldy contents or materials in 6 mil poly or comparable packaging, 4. Avoid crushing materials or other actions that would generate dust and disperse fungal spores and fragments into the air. 5. Identify and remove any source of water intrusion 6. Remediators must wear appropriate PPE
Local Containment	Area of mold greater than 3 sq ft but less than 100sq ft	<ol style="list-style-type: none"> 1. Contact COTR immediately 2. Treat as ICRA Type C (or type D if work meets criteria for Type D) work and follow requirements based Patient Risk Group. (Refer to ICRA Matrix at the bottom of page 2) 3. Construction should stop until barriers have been erected and negative air established. 4. Identify and remove any source of water intrusion 5. Remediators must wear appropriate PPE
Full Containment	Area of mold greater than 100sq feet	Contact COTR, Safety and Infection Control for guidance.

4.5 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

4.6 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than days after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by October 30, 2015. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

4.7 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

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

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

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

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

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

(3) For long-term contracts—

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

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

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

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 238220 assigned to contract number TBD.

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

(End of Clause)

4.8 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other

sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

4.9 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

Lead Glass

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

(End of Clause)

4.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED,	AUG 2013

52.209-10	SUSPENDED, OR PROPOSED FOR DEBARMENT PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS— OVERTIME COMPENSATION	MAY 2014
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	APR 2015
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011)	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.228-15	PERFORMANCE AND PAYMENT BONDS— CONSTRUCTION	OCT 2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION	MAY 2014

CONTRACTS		
52.232-17	INTEREST	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS ALTERNATE I (APR 1984)	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-16	QUANTITY SURVEYS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984)	FEB 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR 2015
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING—CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

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

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

4.13 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

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

(End of Clause)

4.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

4.15 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)

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

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

(b) Large scale drawings supersede small scale drawings.

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

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

(End of Clause)

4.16 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002)

The clause entitled "Performance of Work by the Contractor" in FAR 52.236-1 is supplemented as follows:

(a) Contract work accomplished on the site by laborers, mechanics, and foremen/forewomen on the contractor's payroll and under his/her direct supervision shall be included in establishing the percent of work to be performed by the contractor. Cost of material and equipment installed by such labor may be included. The work by the contractor's executive, supervisory and clerical forces shall be excluded in establishing compliance with the requirements of this clause.

(b) The contractor shall submit, simultaneously with the schedule of costs required by the Payments Under Fixed-Price Construction Contracts clause of the contract, a statement designating the branch or branches of contract work to be performed with his/her forces. The approved schedule of costs will be used in determining the value of a branch or branches, or portions thereof, of the work for the purpose of this article.

(c) If, during the progress of work hereunder, the contractor requests a change in the branch or branches of the work to be performed by his/her forces and the contracting officer determines it to be in the best interest of the Government, the contracting officer may, at his/her discretion, authorize a change in such branch or branches of said work. Nothing contained herein shall permit a reduction in the percentage of work to be performed by the contractor with his/her forces, it being expressly understood that this is a contract requirement without right or privilege of reduction.

(d) In the event the contractor fails or refuses to meet the requirement of the FAR clause at 52.236-1, it is expressly agreed that the contract price will be reduced by 15 percent of the value of that portion of the percentage requirement that is accomplished by others. For the purpose of this clause, it is agreed that 15 percent is an acceptable estimate of the contractor's overhead and profit, or mark-up, on that portion of the work which the contractor fails or refuses to perform, with his/her own forces, in accordance with the FAR clause at 52.236-1.

(End of Clause)

4.17 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

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

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

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

(End of Clause)

4.18 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

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

(End of Clause)

4.19 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)

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

(End of Clause)

4.20 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

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

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

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

(End of Clause)

4.21 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)

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

(End of Clause)

4.22 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984) ALTERNATE I (JUL 2002)

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

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes 2 inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3/8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproducibles) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades which will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the contractor's planned methods of installation. The objectives of such drawings are to promote carefully planned work sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract

documents while avoiding or minimizing additional costs to the contractor and to the Government. In the event the contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the contracting officer immediately. In doing so, the contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings until the conflicts have been corrected to the satisfaction of the contracting officer. It is the responsibility of the contractor to submit the required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

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

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

(End of Clause)

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

(a) Retainage:

(1) The contracting officer may retain funds:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5
Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5
Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

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

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

(1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.

(2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.

(3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.

(4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.

(5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.

(6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

A. Original Schedule: The following information shall be furnished as minimum for each activity on the initial bar chart schedule.

- Activity Description
- Estimated Duration
- Responsibility (Trade) and Manpower (Crew size)
- Planned Start and Completion Dates
- Activity Cost

B. Updated Schedules and Updating Procedures

(1) The contractor shall submit, at intervals of 30 calendar days, an updated bar chart schedule of the actual construction progress. The bar chart schedule shall show the activities or portions of activities started and/or completed during the reporting period and their updated monetary percentage value(s) as a basis for the contractor's monthly progress report (payment request).

(2) The contractor shall adjust the activity bars on the bar chart schedule to reflect the actual progress and the remaining activity durations. The updated bar chart schedule shall show at a minimum the following:

- Actual start and completion dates for activities started and/or completed during the reporting period.

- VA issued changes to the original contract requirements that change the contractor's original sequence of work.

- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

C. All contract changes durations proposed by the contractor shall be reviewed and approved by the Contracting Officer prior to insertion into the updated bar chart schedule. The updated bar chart schedule shall include all contract changes issued during the reporting period.

(End of Clause)

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

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

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

(End of Clause)

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

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

(End of Clause)

4.27 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

4.28 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

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

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the

contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

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

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

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

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

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

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

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

(5) The prime contractor's or upper-tier subcontractor's fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first \$20,000; 7-1/2 percent fee on the next \$30,000; and 5 percent fee on balance over \$50,000.

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

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

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

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

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore.

Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

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

(End of Clause)

4.29 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

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

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

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

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

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

(End of Clause)

4.30 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

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

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

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

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

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

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

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to

produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

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

(End of Clause)

4.31 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

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

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

(End of Clause)

4.32 Davis Bacon Wage Determination

General Decision Number: FL150030 03/20/2015 FL30
 Superseded General Decision Number: FL20140030
 State: Florida
 Construction Type: Building
 County: Orange County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	03/20/2015

BRFL0008-003 04/01/2014		
	Rates	
	Fringes	
TILE SETTER.....	\$ 20.70	7.25

ELEC0606-001 09/01/2014		
	Rates	
	Fringes	
ELECTRICIAN.....	\$ 23.15	9.47

ENGI0673-006 05/01/2013		
	Rates	
	Fringes	
OPERATOR: Crane Oiler.....	\$ 20.36	10.85
OPERATOR: Mechanic.....	\$ 26.30	10.85
OPERATOR: Oiler.....	\$ 20.36	10.85
OPERATOR: Boom Truck.....	\$ 24.14	10.85

* IRON0808-004 02/01/2015		
	Rates	
	Fringes	
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 23.50	11.95

PAIN1010-009 08/01/2014		
	Rates	
	Fringes	
PAINTER: Roller, Steel and Spray Only.....	\$ 17.50	8.83

SFFL0821-001 01/01/2015		
	Rates	
	Fringes	
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.33	17.37

SUFL2009-026 05/22/2009		
	Rates	
	Fringes	
ACOUSTICAL CEILING MECHANIC.....	\$ 14.84	0.13
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Form Work (Excludes Acoustical Ceiling Installation, and Drywall Hanging).....	\$ 14.56	3.31

CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.00	0.00
DRYWALL HANGER.....	\$ 16.04	0.98
FENCE ERECTOR.....	\$ 14.00	0.00
GLAZIER.....	\$ 16.07	6.24
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 15.65	0.00
INSTALLER - CARPORT METAL COVERING.....	\$ 12.17	0.77
INSTALLER - DRAPERY BLINDS.....	\$ 17.50	0.00
INSULATOR - BATT.....	\$ 15.79	0.00
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 10.51	1.71
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 11.53	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.60	0.00
LATHER.....	\$ 13.41	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.00	0.47
OPERATOR: Bulldozer.....	\$ 15.00	0.00
OPERATOR: Crane.....	\$ 17.75	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.63
OPERATOR: Loader.....	\$ 11.00	0.63
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.83	0.00
OPERATOR: Pump.....	\$ 17.12	0.00
OPERATOR: Roller.....	\$ 10.68	0.00
OPERATOR: Screed.....	\$ 11.34	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush Only.....	\$ 12.00	0.00
PIPEFITTER, Excludes HVAC		

Pipe Installation.....	\$ 16.02	0.52
PLASTERER.....	\$ 16.00	0.67
PLUMBER, Includes HVAC Pipe Installation.....	\$ 16.00	0.00
ROOFER (Installation of Metal Roofs Only).....	\$ 14.26	0.59
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 14.65	1.53
SCAFFOLD BUILDER.....	\$ 12.00	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 14.10	1.53
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.09	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

4.33 List of Attachments

See attached document: 100_ HVAC DWGS.PDF

See attached document: 2013600 100_ Combined Specs.PDF