

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.  VA248-15-R-2122	2. TYPE OF SOLICITATION  <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  10-16-2015	PAGE OF PAGES  1 168

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

4. CONTRACT NO. TBD  CODE	5. REQUISITION/PURCHASE REQUEST NO. 675-16-1-3417-0001	6. PROJECT NO. 675-16-603
7. ISSUED BY  Department of Veterans Affairs Orlando VA Medical Center 5201 Raymond Street  Orlando FL 32803	8. ADDRESS OFFER TO  See Block 7	
9. FOR INFORMATION CALL:	A. NAME Wayne Boger	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 407-646-4017

### 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):

1. This requirement is 100% Set-Aside Total Service Disabled Veteran Owned Small Business (SDVOSB) The Department of Veterans Affairs, Orlando FL anticipates award of a Firm-Fixed Price contract for a Design-Build (D-B) Construction project which requires the successful offeror to provide all design and construction services, labor, materials, and equipment to replace the light poles in the parking lots, streets and walking areas of the Lakemont and Lake Baldwin Campuses of Orlando VA Medical Center. Updates to M-deck between the AHUs and fire alarm panel to AHU are required. This project will also replace a rusted transformer between building 503 and 509.

2. The successful Offeror will be selected using a Two-Phase Design-Build Selection procedures as specified in FAR 36.3. Phase I, proposals will be accepted from responsible SDVOSB firms. A maximum of five (5) firms determined by the Phase I evaluation process to be "Most Highly Qualified" will be selected to submit a Phase II proposal.

3. Notice to all Offerors: Do not submit Phase II proposals unless requested to do so by the Contracting Officer. THIS IS A 100% SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) SET-ASIDE. Offerors must be registered in CCR (SAM) (<https://www.sam.gov/portal/public/SAM/>) AND VISIBLE/CERTIFIED in Vet Biz ([www.vetbiz.gov](http://www.vetbiz.gov)) at time of receipt of proposals in order to be considered for this requirement.

#### 4. Particulars

- In accordance with VAAR 836.204, the magnitude of this construction project is between \$500,000 and \$1,000,000
- The North American Industry Classification Code (NAICS) for this procurement is 236220, Commercial and Institutional Commercial and Institutional Building Construction
- Corresponding Business Size \$36.5 Million
- Type Contract: Firm Fixed Price
- Best Value Source Selection Process: Trade Offs IAW FAR Par 15.101
- IAW FAR Subpart 36.3, the Two Phase Design-Build Selection Procedures will be used.

5. Request for Information (RFI) must be submitted to the Contracting Officer in via E-mail to: [wayne.boger@va.gov](mailto:wayne.boger@va.gov), Subject Line: RFI | VA-248-15-R 2122 | Company Name. RFIs shall be numbered sequentially. The Government response will be posted to FedBizOpps.

6. A Pre-Proposal Site Visit will be conducted on Tuesday, October 20, 2015 Time: 2:00 - 3:00 PM  
Location: Auditorium A, Orlando VA Medical Center, (Lake Baldwin Campus), 5201 Raymond Street 32803  
Offerors/Interested firms are highly encouraged to attend and inspect the project work site.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>293</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input 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:

- Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 1:00 PM (hour) local time 11-17-2015 (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
- An offer guarantee ☒ is, ☐ is not required.
- 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
- Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER(Must be fully completed by offeror)**

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

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

## AMOUNTS

Line Item 0001, Base Bid (All Work)

Line Item 0002, Deduct Alternate No.1

Line Item 0003, Deduct Alternate No.2

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

## 19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( ) <input type="checkbox"/>
26. ADMINISTERED BY Department of Veterans Affairs Network Contracting Activity 8 (NCO 8) Orlando VA Medical Center 5201 Raymond Street Orlando FL 32803	CODE 00675	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center  P.O. Box 149971 Austin TX 78714-9971 PHONE: FAX:

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

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

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

### 2.1 EVALUATION CRITERIA/PROPOSAL PREPERATION INSTRUCTIONS

#### Project 675-16-603 Correct Electrical Deficiencies

#### I. PROPOSAL EVALUATION CRITERIA AND PREPERAITON INSTRUCTIONS

##### A. General Information:

1. This requirement shall be procured using the Two-Phase Design-Build selection procedures in accordance with FAR Part 36.3, Two-Phase Design Build Selection Procedures. This section describes the precise mechanism for evaluating and selecting offers for this two-phase design-build procurement.
2. This solicitation covers both phases. Amendments to this request for proposal will be posted as necessary. In Phase-I, proposals will be evaluated to determine which offerors will submit proposals to Phase -II. The evaluation is subjective based on the information provided in response to the information requested in the evaluation factors.
3. This is a two-phase design-build selection acquisition requiring two separate proposal submittals; a Phase- I (non-price technical volume) proposal and a Phase II (price and technical volumes) proposal. Phase-I will consist of an evaluation of only non-price factors. Following completion of Phase-I, no more than five (5) of the most highly qualified offerors in Phase-I will be offered the opportunity to submit a proposal under Phase-II. Phase-II will consist of an evaluation of price and non-price factors which includes the offeror's Technical Approach.
4. This section describes the precise mechanism for evaluating and selecting offers for a bid build construction project. The evaluation is subjective based on the information provided in response to the solicitation.
5. This proposal evaluation will represent an assessment of the Offeror's proposals and the Offeror's ability to perform the prospective contract successfully. Proposals will be evaluated on the factors and sub factors specified in the solicitation
6. The Offeror's failure to include information that the Government has indicated should be included, may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided. The Government is under no obligation to search for information that is not in the specified location.
7. The agency intends to select the source or sources whose proposal represents the "Best Value" to the Government. Proposals will be evaluated and the successful Offeror selected by using the tradeoff process. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated Offeror. Therefore, all Offerors are advised that their best terms and conditions should be presented in their initial proposals and Offerors should not assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer.
8. Award of a conforming proposal may be made without discussions.
9. The Government will award a contract only to an Offeror whose technical proposal establishes that it can meet the needs of the Government.
10. **All evaluation factors and significant subfactors other than cost or price when combined are significantly more important that cost or price. The Offeror's proposed price or cost must be considered reasonable and must reflect the proposed technical approach.**
11. **Note:** The Offeror's Price Proposal shall contain a sufficient number line item detail for each cost element. The Government requires this level of detail to determine the reasonableness of the offered price and the contractor is addressing performance requirements of the contract. Overly

- general price proposals that contain limited cost detail may result in the rejection of an offer.
12. The Government will evaluate proposals first from a technical standpoint without regard to proposed prices. The Government may award a contract to other than the lowest priced Offeror. If two or more offers are considered technically equivalent, price or cost may become of primary importance in determining the proposal most advantageous to the Government.
  13. Based on the ratings of each proposal against all evaluation criteria, the contracting officer may establish a competitive range comprised of all of the most highly rated proposals. For the purposes of efficiency, the range will be not more than five (5) of the most highly qualified proposals based on the rating against all evaluation criteria.
  14. Past Performance is one indicator of an Offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. This comparative assessment of the Offerors past performance will be accomplished by evaluating information contained in Past Performance Surveys submitted by clients of the Offeror. Information from Government Past Performance Information Retrieval Systems may also be used in this assessment of the Offeror's past performance. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.
  15. In evaluating past performance, the VA Evaluation Team will only take into consideration the relevant experience and past performance assessments from the Offeror's customers. However, the VA reserves the right to use other relevant past performance information it obtains through other sources including other agency databases and information contained in trade literature. The Past Performance Factor evaluation will assess the relevance and breadth of the Offeror's experience and the quality of the Offeror's past performance.
  16. Recent/Relevance of Experience: The Government is seeking to determine whether the Offeror has experience that will enhance its technical capability to perform and whether the Offeror consistently delivers quality services in a timely and cost effective manner.  
**The Offeror's experience will be evaluated on the degree of relevance to the requirement on the basis of similarity in size, scope, complexity, technical difficulty, contract type, and period of performance. Only recent experience will be evaluated.** Evaluations may include interviews with previous clients of the prime contractor and subcontractors and may include interviews with previous clients of proposed personnel.

B. Adjectival Ratings: The following adjectival ratings and rating definitions will be used to assign overall ratings to the proposal and to assign a rating for each technical factor.

Adjectival Ratings/Definitions For Overall Technical Rating and Each Factor/Subfactor	
Rating	Definitions
(Very Good)	Proposal/factor demonstrates clear understanding of requirements. Technical considerations and capabilities exceed performance and capability standards. Proposal/factor offers one or more strengths. The proposal/factor represents a strong probability of success with overall low degree of risk in meeting the Government's requirements Risk level: Low
(Good)	Proposal/factor demonstrates acceptable understanding of requirements. Technical considerations and capabilities meet performance and capability standards. The proposal/factor represents a reasonable probability of success with overall moderate degree of risk in meeting the Government's requirements. Risk Level: Moderate
(Marginal)	Proposal/factor demonstrates a limited understanding of requirements. Technical considerations and capabilities are questionable as to whether or not they meet performance and capability standards necessary for acceptable contract performance. The proposal/factor represents a low probability of success with overall high degree of risk in meeting the Government's requirements. Risk Level: High
(Unsatisfactory)	Proposal/factor demonstrates a lack of understanding of requirements. Technical considerations and capabilities do not meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or deficiencies. The proposal/factor represents a very low probability of success with an extremely high degree of risk in meeting the Government's requirements. Proposal/factor could only be made satisfactory with major revisions of proposal. Risk Level: Very High

C. Proposal Binding Marking, Media, Page Size, Margins, Fonts, and Page Limitations. etc.

1. Submit only the hard-copy paper documents **and** electronic files specifically authorized elsewhere in this section. Do not include links to information on websites in lieu of incorporating the information physically into the proposal. Except where another size is specifically authorized for a specific submission, use only 8 1/2" x 11" paper.
2. Use at least 1 inch margins, which may include headers and footers. Do not justify the right margin. Ensure that all text and graphics are clearly legible. Do not use a font size smaller than 10, unusual font styles such as script, or condensed fonts. For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, a foldout sheet will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are excluded from page limitations.
3. The preferred method for assembling proposals is a method that enables the rapid insertion or deletion of pages such as three ring binders. Ensure recommended capacity is not exceeded and that pages turn freely. **Do not use spring clamps, spiral binding systems, or heat binding systems.**
4. Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office **not later than 10 calendar** days prior to the date set



for receipt of offers.

5. Oral explanations or instructions (inclusive of site visits) are not binding. Changes to the solicitation can only be made by an amendment to the solicitation. All technical questions on the specifications or drawings must be submitted in writing to the Contracting Officer. For information related to amendments, the dates for receipt of proposals will be posted to the FedBizOpps.
6. Each Offeror must submit a technical and price proposals in separate volumes. The technical proposal shall include all required information relating to the “non-price” evaluation factors, which may include both technical and management evaluation criteria. The two volumes must be submitted as separate, physically distinct volumes.
7. Proposals must be received at the location specified not later than the date and time specified in Block 13 of Standard Form 1442, or as amended.
8. The information in the two volumes is evaluated separately and independently. Therefore, all information intended by the Offeror to be evaluated as part of the price proposal must be submitted as part of the price proposal. All information intended by the Offeror to be evaluated as part of the technical proposal must be submitted as part of the technical proposal. Do not merely cross-reference similar material between the technical and price proposals. Information in the price proposal will not be considered in the technical evaluation, and vice versa.
9. Mark each volume as either the “Price Proposal” or the “Technical Proposal”. Additionally, mark the outside front cover of each volume with the project title and location, solicitation number, name and address of the Offeror, and volume copy number.
10. Although the Government may use information contained anywhere within the technical proposal in its evaluation of any technical evaluation criteria, **the Government is not obligated to search for or to consider information that is not located in the specified location.**
11. The price proposal **shall include** a Basis of Estimate narrative or how the cost element value was derived.

## 2.2 EVALUATION FACTORS

### Non Cost Evaluation Factors

**Note 1:** All Evaluation Factors other than cost or price, when combined are significantly more important than cost or price.

**Note 2:** A proposal that reflects projects similar in scope and magnitude with details specific to project 675-16-603 will be rated more favorably. Generic information and repetition of the statement of work will be rated less favorable. The evaluation criteria will be used by the Government to assess the offerors' proposals, determine risk, and ability to accomplish the requirements. This process will lead to the basis for award.

### PHASE I EVALUATION FACTORS:

For Phase I, proposals consisting of Phase 1 Criteria will be evaluated to determine the Offerors qualified for Phase II. Offerors whose proposal is rated "**Most Highly Qualified**" will be invited to submit Phase II proposals. The basis of selection of the most highly qualified Offerors will be the quality of the proposals submitted utilizing solely the technical factors described below. Only Offerors that submitted Phase I proposals rated "**MOST HIGHLY QUALIFIED**" **will be invited to submit Phase II proposals**. For Phase II, a maximum of five (5) Offerors will be selected to submit Phase II Proposal.

- 
- A. **Evaluation Factor1: Ability to follow solicitation instructions:** The team will assess the offerors ability to follow solicitation instructions, address specifications, proposal organization, and completeness. Proposals that reflect an Offerors failure to follow instructions will be downgraded or eliminated.
  - B. **Evaluation Factor 2: Licenses:** This project shall be performed by licensed professional contractors. Failure e to include appropriate/valid license will result in rejection of the contractor's proposal. Contractors are responsible for obtaining any necessary license and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work.
    - 1. The Prime Contractor shall provide a valid General Contractor's License. **Failure to include the valid General Contractors license will result in rejection of the contractor's proposal.**
    - 2. Submit valid Specialty License/Certifications for Subcontractors and key personnel. Proposals that contain the Specialty License/Certifications of Contractors will be rated more favorably.
    - 3. Submit copy of current, valid Engineering License issued by any United States federal, state, or local government agency for the Architectural Contractor, who will be of record. **Failure to include the valid Engineering license will result in rejection of the contractor's proposal.**
  - C. **Regulation Factor: Safety/ Environmental Violations and Experience Modification Rate.**
    - 1. This requirement is a pass or fail and not a Technical Evaluation Factor. Each proposal shall include a Safety Environmental Violations and Experience Modification Rate (EMR).
    - 2. **An EMR Rate greater than 1.0 is a fail. The proposal will be rejected.**

3. All Bidders/Offerors shall submit the following information pertaining to their past Safety Environmental record. The information shall contain, at a minimum, a certification that bidder/Offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA any EPA violation(s) in the past three years. This information is provided on OSHA forms 300/300A and submitted with the proposal.
4. This information shall be obtained from the Bidder /Offeror's insurance company and be furnished on the insurance carrier's letterhead.
5. 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, (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. Submit this documentation with your proposal.

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*Note: The following non-cost evaluation factors and significant subfactors are listed in order of relative importance and weighted from highest to least importance. For example, Technical Approach" (Evaluation Factor 3) is relatively more important and weighted higher than "Warranty Support" (Evaluation Factor 8).*

**D. Evaluation Factor 3: Technical Approach (10) pages maximum).** Note, Drawings are not included in the page count.

1. In a narrative format, diagrams and/or drawing, describe in detail how the offeror intends to meet or exceed all performance areas stated in the solicitation/statement of work/attachments that are related to Project 675-16-603, ". A narrative that effectively describes in detail a technical approach of how the offerer will (a)coordinate work, (b)remain on schedule, (c)avoid disturbance to the facility, and (d)maintain Infection Control and Interim Life Safety Measures will be rated more favorably.
2. Provide technical methods and procedures that reflect a design and construction approach unique to the site and facility. Methods and procedure should (but not be limited to) the use state of the art design and construction techniques that optimize the site potential, address operation and maintenance, safety, traffic flow, environmental conditions, signage and way finding, aesthetics landscaping, and pedestrian access, etc. **NOTE: Vague, general narratives to include the restatement of the Statement of Work will be rated less favorably.**
3. Identify the manufacturers of required equipment, which satisfy the Buy-American Act and relate to this project.
4. Schedule and minimizing downtime is crucial. Describe a plan to complete the project in a timely manner. Also describe actions to be taken by the offeror if completion of work is anticipated to fall behind schedule. It is critical to the VA mission that services remain intact with minimal disruption.
5. Describe Management's approach to effectively coordinate with the A/E Firm during all phase of the project.
6. 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.
7. Describe the techniques and methods that will be incorporated in the design and construction. Methods and techniques shall include but not be limited to: **Installation procedures for light poles that meet structural and electrical code, and techniques for ensuring that fire alarm controls are properly wired to air handler units and smoke dampers.**
8. Develop at least one 24 x 36 basic schematic illustrating your proposed layout of the project. The schematic is not included in page limit.

**E. Evaluation Factor 4: Technical Qualifications (5 pages maximum).**

1. Describe specialized experience, technical competence, and design expertise in electrical improvements and mechanical work performed by the Prime and Subcontractor. Proposals that demonstrate technical qualifications in performing projects very similar to or exceeding the scope of this of project 675-16-603 will be rated more favorable.
2. Describe ability to obtain the necessary resources to perform this project.
3. Provide Offeror's total bonding capacity, current available bonding capacity and expected available capacity in 2015, 2016 and 2017.
4. Provide Offeror's current workload and availability of staff to adequately manage the project. Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.
5. Disclose any and all negative licensing information and any pending litigation involving any of the proposed firms that will be either Prime or Sub contractors on this project.

**F. Evaluation Factor 5: Past Performance**

1. Past Performance will be evaluated using a comparative assessment of the Past Performance information contained on questionnaire submitted by the Offeror's clients from past projects.
2. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.
3. Only questionnaires that reflect projects that are recent, relevant, and similar or exceed the size and scope of the project will be considered.
4. A minimum of three (3) and a maximum of five (5) past performance projects completed by the **Prime Contractor** shall be submitted to the Government. Each past performance shall contain **ALL** the following:
  - a. Brief project description.
  - b. List of subcontractors.
  - c. Relevance to project stated in RFP.
  - d. Initial/Final award amount.
  - e. State any change orders if occurred during the project performance.
  - f. Pictures of completed work.
  - g. Project Contracting Officer Representative or Client.
  - g. Past Performance Questionnaire shall be included in the offerors proposal.
2. The projects shall be recent (completion date to be within 5 years of the solicitation release date), relevant, meet or exceed the proposed magnitude and scope of the proposed project 675-16-603.
3. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance
4. Note: The Evaluation Team may also use information obtained from Past Performance Information Retrieval System PPIRS <http://www.ppirs.gov/> as a basis for evaluating this factor.

**G. Evaluation Factor 6: Experience (10 pages maximum).**

1. Submit an Organizational Chart and narrative that describes the Offeror's experience performing projects that are similar in scope and magnitude. Only projects that meet or exceed size and scope of project 675-16-603 will be considered.

3. Provide resumes of key personnel that reflect **experience and background** for projects that meet or exceed similar size and scope and magnitude. The resumes of key personnel will provide the primary basis for the Government's evaluation of qualifications and experience.
4. The resumes should be for Key Personnel to be assigned to the project, to include principal managers, technical personnel, construction project manager, onsite supervisor 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 and construction activities. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment.
5. Provide a list of all consultants and all proposed major subcontractors including telephone numbers, address and name of contact.
6. Describe Relevant Experience of the Prime contractor's subcontractors and team members: Relevant performance means construction projects performed in hospital or industrial environment site similar in size and scope to project 675-16-603. At a minimum, project experience shall be reflection of a type of work similar in size and scope and price range. Examples may exceed the scope and range. Only relevant projects will be considered.
7. Recent is defined as similar projects **performed and completed** within the last five (5) years through the solicitation release date. Generally, projects of similar scope and magnitude that **reflect successful collaboration and performance by the Prime and Subcontractors as a team on past projects will receive favorable consideration.**
8. The Government will evaluate the demonstrated recent and relevant experience of the Construction Contractor's with projects that meet or exceed projects similar in scope, project type, physical size, and complexity that have a logical connection with the requirements of this acquisition.
9. The examples of projects that most closely resemble the project identified in this solicitation will receive higher consideration.
10. Team Experience: Identify any construction projects that the prime contractor and key subcontractors have previously **contractually teamed** together to accomplish the project.
11. The Government realizes that the offeror may not be able to demonstrate relevant experience with all the construction features of the current project on one example project; therefore, the Government will assess the team's experience based on the cumulative experience gained on relevant example projects.
12. Projects submitted as examples shall be completed as of proposal due date. Note: All projects referenced shall be identified by a contract number, performance location, title, period of performance dates.

## Phase II Evaluation Factors

**A. Phase II Criteria** - Do not submit phase II proposals unless specifically instructed by the Contracting Officer. Information presented that is specific to this project will rate more favorable. Restating the Statement of work will be rated less favorable. Phase II Proposal shall include:

**A. Factor 1 Detailed Design Concept (10 Pages)**

1. Describe approach on developing a design to install new light poles with LED fixtures addressing proper illumination of light poles and sufficient structural capacity.
2. Describe design approach on ensuring the proper connection and integration of the fire alarm panel with the air handler units and smoke dampers on an existing system that meets current Life Safety and/or Fire Code.

**B. Factor 2: Management Approach and Key personnel (10 page max).**

1. Project Design, Construction and Management Team: Describe the onsite design, construction and management team organization.
2. Describe the plan for managing acquisition, execution, and administration of the project from start to finish and to include warranty support.
3. 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, designer's office, etc.). Clearly identify each member's employer.
4. Describe the Project team as the team implements a Quality Assurance program and safety Program.
5. Describe the precautions taken by the management team to ensure that Quality 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 Quality Control standards.
6. Describe the teams approach to implementing Pre-construction Risk Assessment and Quality Assurance aspects to this work and why they are so important.
7. Identify key personnel to be assigned to the project, to include principal managers, designers and technical personnel Construction project manager, onsite supervisor and Quality manager, with overall site responsibility. Example; 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 design and construction activities.
8. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment.

**C. Factor 3: Proposed Technical Solutions (10 page max).**

1. Submit the technical solutions required to accomplish this project successfully.
2. Describe any technical difficulties that may be encountered in a project of this type and the methods and procedures to resolve the technical difficulties
3. Provide a narrative of preventative measures or solutions to overcome these issues.
4. The Offeror shall describe in a written narrative the plan for phasing the work so that the facility remains operational while utilities and access roadways are realigned. The narrative will also detail how the contractor intends to prepare the site, disassemble, relocate, reassemble, and reactivate utility services to the facility within any specified time limits.
5. Offeror shall clarify its intended uses of the portions of the site indicated to be available to the contractor elsewhere in this RFP for materials staging, temporary trailer offices, employee parking, and other activities as shown in the design solution material.

**D. Evaluation Factor 4: Quality Control Procedure (10 pages maximum).**

1. Shall be specific to project 675-16-603.

2. Submit Quality Control monitoring procedures that will ensure a high level of construction quality that is applicable to the Specific and General requirements of the Statement of Work.
  3. Develop and include procedures involving key subcontractors in the quality of the construction processes.
  4. Provide the precautions the contractor will take to avoid damages to facility buildings (include pre-existing conditions!) and surrounding properties and the remediation that will take place if damage is done.
  5. Submit procedures for prohibiting smoking in or adjacent to construction areas. (Provide your company's written policy).
  6. Submit procedures for developing and enforcing storage, housekeeping, and debris removal practices that reduce the buildings flammable and combustible fire load to the lowest feasible level.
- E. **Evaluation Factor 5: Warranty Support** (1 page max). Describe the organization, process and procedures to be established, implemented and carried out for warranty support.

<b>II. Cost Factor: PRICE PROPOSAL</b>
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- A. The Offeror shall distribute indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable".
- B. The price proposal will be evaluated to determine whether the proposed cost elements and total price are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance, construction, labor materials and equipment described in the Offeror's technical proposal.
- C. Basis of Evaluation; The Government will evaluate price based on the total price. Total price consists of the basic requirement and may include alternate bid items such as, deductive, or options. Individual cost items may be evaluated.
- D. Price Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:
  - 1. Comparison of proposed prices received in response to the RFP.
  - 2. Comparison of proposed prices with the IGE.
  - 3. Comparison of proposed prices with available historical information.
  - 4. Comparison of market survey results.
- E. Unbalanced Pricing: Prices that are significantly over or understated as indicated by price analysis techniques may increase performance risk or result in unreasonably high price. Unreasonable offers will be rejected if the unbalanced pricing poses an unacceptable risk to the Government.
- F. The price proposal shall include a Basis of Estimate narrative or how the cost element value was derived.
- G. **Note: Price proposals that have insufficient detail may be rejected. Offerors shall provide a level of detail in each cost element so the Government has a reasonable expectation that the offeror will successfully perform the required work at the proposed price.**



## 2.3 PROPOSAL SUBMISSION INSTRUCTIONS AND CONTENT FORMAT

### I PROPOSAL SUBMISSION INFORMATION:

#### A. Task Order Proposal Submittal Requirement –

1. Document Requirement
  - a. Technical Proposal:
    - 1) One (1) Original encased in a three ring binder
    - 2) Three (3) copies of the original encased in three ring binder
    - 3) One (1) electronic copy CD (Compact –Disc)
  - b. Price Proposal:
    - 1) One (1) Original hard copy encased in three ring binder
    - 2) One (1) electronic copy CD (Compact –Disc)
2. Mail Delivery Address
 

Department of Veterans Affairs  
Orlando VA Medical Center  
ATTN: Contracting Office/ Room 101/Lakemont Campus  
5201 Raymond Street  
Orlando FL 32803
3. Hand Delivered To:
 

Department of Veterans Affairs  
Orlando VA Medical Center  
Contracting Officer/Room 101  
2500 Lakemont Ave  
Orlando FL 32814

Offerors shall prepare Technical Proposals with the Selection Criteria and Evaluation Factors in mind, in terms of both content and organization. To facilitate evaluation, Electronic copies of proposals will only be accepted in MS Word or PDF format on a CD. *MS Excel is acceptable for pricing information.* **NO EMAILED OR FAXED PROPOSALS WILL BE ACCEPTED.**

### II. PROPOSAL CONTENT FORMAT

#### NOTES:

1. Offeror shall insert page number at the bottom right corner of each page and numbered “Page 1 of X”.
2. Each tab listed in the table of contents shall list the page/paragraph number where the information is located. For example “ TABA-License ..... Page X” of X

### PHASE I PROPOSAL SUBMISSIONS

#### Volume I. Technical Proposal Format:

#### COVER PAGE: Include the following information:

- a. Solicitation Number, Project Title, Project Number
- b. Company Particulars to include DUNNS Number, Cage Code, Tax ID number,
- c. Principle points of contact, address, phone numbers, etc.

#### Table of Contents Tab

#### TAB A: Factor 2: License

**TAB B: Regulation Factors:** Experience Modification Safety Rate Information  
(Safety/Environmental Violations & Experience Modification Rate – Forms(See Solicitation List of Attachments for template location)

- a. Information/OSHA Forms 300/300A
- b. Insurance Carrier Letter

**TAB C: Factor 3:** Technical Approach - Narrative (10 pages maximum)

**TAB D: Factor 4:** Technical Qualifications– (5 pages maximum)

**TAB E: Factor 5:** Past Performance (Project descriptions narrative, photos, etc.)

**TAB F: Factor 5:** Past Performance (Questionnaires)

**TAB G: Factor 6:** Experience: (10 pages maximum)

## **PHASE II PROPOSAL SUBMISSIONS**

### **Volume I: Technical Proposal Format**

**Note Only Vendors in the Competitive Range are to submit Phase II Proposals**

**Cover Page** (Containing the following General Information):

- a. Solicitation Number, Project Title, Project Number
- b. Company Particulars to include DUNNS Number, Cage Code, Tax ID number,
- c. Principle points of contact, address, phone numbers, etc

**TAB A: Factor 1:** Detailed Design Concept (10 Page Maximum) Drawings not in page count

**TAB B: Factor 2:** Management Approach and Key Personnel (10 Pages Max)

**TAB C: Factor 3:** Proposed Technical Solutions (10 Maximum)

**TAB D: Factor 4:** Quality Control Procedures – (10 pages maximum)

**TAB E: Factor 5:** Warranty Support –(1 page maximum)

### **Volume II: Price Proposal Format**

**Cover Page** (Containing the following General Information):

- a. Solicitation Number, Project Title, Project Number
- b. Company Particulars to include DUNNS Number, Cage Code, Tax ID number,
- c. Principle points of contact, address, phone numbers, etc.

**TAB A:**

- a. Signed offer:(SF 1442), signed and dated by the by the 51% SDVOSB owner, acknowledgement of Amendments.
- b. Signed Price Offer Schedule (See Solicitation attachment for example)

**TAB B:** Bid/Offer Guarantee Bond

**TAB C:** Cost Element Price

- a. Basis of Estimate Narrative
- b. Summary (Example)
  - Labor (Direct & Indirect),
  - Materials
  - Equipment
  - Subcontractor Cost
  - Travel
  - Other Direct Costs,

- Overhead expenses,
- Indirect Cost,
- General & Administrative (G&A) expenses,
- Profit
- Total Price

**TAB D:** Detailed Breakdown of Each Cost Element (Spread sheet format)

## **2.4 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)

## **2.5 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)

## **2.6 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)

## **2.7 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

(End of Provision)

## **2.8 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)

## **2.9 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 \$3,000,000, 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)

## **2.10 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:

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

Orlando VA Medical Center  
5201 Raymond Street

Orlando FL 32803  
Mailing Address:

Department of Veterans Affairs

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)

## 2.11 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—

Tuesday, October 20, 2015 Time: 2:00 -3:00 PM Local.

(c) Participants will meet at—

OVAMC, Auditorium A, 5201 Raymond St, Orlando FL 32803

(End of Provision)

## 2.12 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 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

## 2.13 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and



Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

## **2.14 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)

## **2.15 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)

## **2.16 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

## **2.17 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)

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

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. 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)

## **2.19 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

(End of Clause)

## **2.20 PARTNERING**

(a) In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project, done right the first time, within the budget and on schedule.

(b) This partnership will be totally voluntary. The focus of partnering is to build cooperative relationships with the private sector and avoid or minimize disputes and to nurture a more collaborative ethic characterized by trust, cooperation and teamwork. Partnering is defined as the creation of a relationship between the owner and contractor that promotes mutual and beneficial goals. It is a non-contractual, but formally structured agreement between the parties. The ultimate goal is the elimination of the "us" versus "them" thinking, and formation of a "we" mentality for the benefit of the project.

(c) Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

## 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 236220.

(2) The small business size standard is \$36.5 Million.

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

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

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

☐ (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(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 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.



(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

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

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

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

"Marginalized populations of Sudan" means—

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

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

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

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

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

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

<u>FAR</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 STATEMENT OF WORK



#### DESIGN-BUILD STATEMENT OF WORK

Correct Electrical Deficiencies

Rev 3: 10/08/2015

Project No. 675-16-603

Orlando VA Medical Center, 5201

Raymond Street Orlando, FL. 32803

#### I. DEFINITIONS AND ACRONYMS:

- A. Design-Build (DB): as defined by the Department of Veterans Affairs (DVA) is the procurement by the Government, under one contract, with one firm (which may be a joint venture) for both design and 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. Design Build Contract: This term, as used herein, refers to the Contract(s) to perform the design and construction of the project.
- E. Contractor: This term, as used herein, refers to the contractor under this contract.
- F. A/E: This term, as used herein, refers to the Architect-Engineer firm(s) that are a part of the DB team, also referred to as DB A/E.
- G. Design-Build Team A/E: This term, as used herein, to refer to the entire Design-Build Team (Contractor, A/E and any sub-contractors) all inclusive.
- H. 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.
- I. 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.
- J. 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.
- K. Certified Independent Third-Party Safety Professional (CITP): Certified Independent Third-Party Safety Professional for the review of the design documents for compliance with national and local codes, standards, federal and state regulations.

- L. National Fire Protection Association (NFPA): The world's leading advocate of fire prevention and an authoritative source on public safety, NFPA develops, publishes, and disseminates codes and standards intended to minimize the possibility and effects of fire and other risks.
- M. The Joint Commission (TJC): Formerly the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and previous to that the Joint Commission on Accreditation of Hospitals (JCAH). The Joint Commission provides evaluation, accreditation and disease-specific certification programs for healthcare facilities.
- N. Facilities Condition Assessment (FCA): Is an industry term that describes the process of a qualified group of trained industry professionals performing an analysis of the condition of a group of facilities that may vary in terms of age, design, construction methods, and materials
- O. Orlando Utilities Commission (OUC): Orlando Utilities Commission, provided electricity and water services to the facility.
- P. Competent Person (CP): One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- Q. W.H.E.N (Weekends, holidays, evenings and nights) hours. For the purposes of this requirement
  - 1. Evening's hours are defined as 5.PM to 12 AM.
  - 2. Nights 12:00 AM to 6 AM.
  - 3. Weekends: Saturday-Sunday.
  - 4. Holidays (Federal Holidays as noted in the chart below)

Holiday	2015	2016
New Year's Day	Thursday, January 1	Friday, January 1
Birthday of Martin Luther King, Jr	Monday, January 19	Monday, January 18
Washington's Birthday	Monday, February 16*	Monday , February 15
Memorial Day	Monday, May 25	Monday, May 30
Independence Day	Friday, July 3**	Monday, July 4
Labor Day	Labor Day	Monday, September 5
Columbus Day	Monday, September 7	Monday October,10
Veterans Day	Wednesday, November 11	Friday, November 11
Thanksgiving Day	Thursday, November 26	Thursday, November 24
Christmas Day	Friday, December 25	Monday, December 26

\*\* December 25, 2016 (the legal public holiday for Christmas Day), falls on a Sunday. For most Federal employees, Monday, December 26, will be treated as a holiday for pay and leave purposes. (See section 3(a) of Executive order 11582, February 11, 1997)

## II. SCOPE OF WORK:

### A. General Requirements:

- 1. Provide all labor, materials, tools and equipment, and design-build services necessary for design and construction of a project described herein and other specific tasks as

further defined by this Request for Proposal (RFP). All proposals are to provide both design and construction services for this project.

B. Project Overview:

2. Design-Build procedures shall be incorporated into each element of the entire project. This project is a D/B project: This project will replace the light poles in the parking lots, streets and walking areas of the Lakemont and Lake Baldwin Campuses. Connections will also be repaired and updated on M-deck between the AHUs and fire alarm panel ensuring the AHU shuts down when the fire alarm activates and the smoke dampers close. This project will also replace a rusted transformer between building 503 and 509.

C. Specific Project Requirements:

1. Light Poles

- a) Design, remove, and install new light poles around Lake Baldwin and Lakemont campus as indicated on the site map.
- b) All poles are to be demoed and disposed of following the procedure guidelines of the Waste Management Program
- c) The light poles shall be replaced with Valmont Structures aluminum 16 foot and 25 foot 4-bolt anchor base poles.
- d) Existing 15 foot and 18 foot light poles shall be replaced with 15 foot light poles to match Lake Nona equipment.
- e) Existing light poles from 20 feet to 30 feet shall be replaced with 25 foot light poles o match Lake Nona equipment.
- f) The pole and arm assembly shall be designed for wind loading of 150 mph minimum with an additional 30% gust factor and supporting luminaire(s) and accessories such as shields, banner arms, and banners that have the effective projected areas indicated. The effective projected area of the pole shall be applied at the height of the pole base, as shown on the drawings.
- g) Light poles shall be properly based and anchored.
- h) Foundations shall be cast-in-place concrete, having a minimum design strength of 3000 psi (28-day compressive strength.)
- i) Foundations shall support the effective projected area of the specified pole, arm(s), luminaire(s), and accessories, such as shields, banner arms, and banners, under wind conditions previously specified in this section.
- j) The foundation shall be designed to withstand the design wind loads as specified previously.
- k) Prior to concrete pour, install electrode to ground the light poles.
- l) Poles shall be anchor-bolt type designed for use with underground supply conductors. Poles shall have handhole having a minimum clear opening of 65 x 125 mm (2.5 x 5 inches). Handhole covers shall be secured by stainless steel captive screws.
- m) Hardware and Accessories: All necessary hardware and specified accessories shall be the product of the pole manufacturer.
- n) The light poles shall receive KIM LED fixtures and heads with proper illumination depending on required angle and mount height. At a minimum the same amount of coverage per light post shall be provided.
- o) The design of the illumination shall specify number of heads per pole and orientations ensure adequate amounts of lighting are provided in the parking lots, roads, and walkways.

- p) Contractor shall conform to all applicable code including, but not limited to the corresponding Exterior Lighting Section from the VA TIL as well as NEC.
  - q) All replaced light poles shall be fully functional and be tested prior to acceptance.
  - r) All demolition of concrete, pavers, asphalt, and vegetation shall be repaired upon completion of new installations.
  - s) Location for onsite lay- down area shall be specified at time of mobilization by COR
2. Air Handler Unit Fire Alarm Integration
- a) Contractor shall ensure and verify all AHUs are integrated with fire alarm system for automatic fan shutdown.
  - b) Contractor shall replace M-deck electrical panel feeding smoke damper control relays and ensure each relay is on its dedicated breaker. The new panel shall be sized adequately to support dedicated smoke damper relays for each AHU as well as have capacity to add components.
  - c) Contractor shall ensure the entire smoke damper system is functioning correctly on relay side of alarm panel and on AHU side of alarm panel. AHU must shutdown when smoke dampers are activated.
  - d) A written report and certification of functional system shall be required upon completion of project.
  - e) The servicing of this system may require temporary shutdown of AHU. Work shall be scheduled around the schedules of the services using the AHU. Night AND weekend work will be required for certain AHU shutdowns on M-deck as to not cause any down time for SPS, the operating rooms and the Sleep lab.
  - f) Allow at least 14 days to accommodate AHU shutdowns.
  - g) If any fire protection or suppression system or device is temporarily disabled, an interim life safety form shall be completed.
  - h) Down time of more than 4 hours of any fire protection/suppression system or devices shall require a fire watch with log at a minimum.
  - i) All applicable codes and standards shall be followed including, but not limited to:
    - 1) NFPA 70: National Electric Code
    - 2) NFPA 72: National Fire Alarm and Signal Code
    - 3) NFPA 90A: Standard for the Installation of Air Conditioning and Ventilating Systems
    - 4) NFPA 105: Standard for Smoke Door Assemblies and other Opening Protectives
  - j) The contractor will hire a Certified Independent Third-Party Safety Professional (CITP) for the review of the design documents for compliance with national and local codes, standards, federal and state regulations. The CITP review will be documented by stamped/ sealed drawings by a registered professional engineer from the state of Florida. The CITP will ensure Life safety code is met.
3. Transformer
- a) A rusted 500 kVA transformer located between building 503 and 509 shall be replaced.
  - b) Removal and proper disposal of the old unit shall be included.
  - c) Contractor shall install new transformer that matches or exceeds the specifications of the existing transformer. Quality of equipment shall be equal to or better than the current equipment.
  - d) Electrical shutdown shall be scheduled at least two weeks in advance and shall not interfere with day to day activities of the clinic.

- e) Night and/or weekend work will be required for this replacement as to not interfere with daily function of CLC and other surrounding buildings
- f) Contractor shall follow all applicable code including, but not limited to the NEC and VA TIL.
- 4. Waste Management
  - a) Waste Management Program shall require contractor to use all reasonable means to divert construction and demolition waste from landfills and incinerators, and facilitate their salvage and recycle not limited to the following:
    - 1) Waste Management Plan development and implementation.
    - 2) Techniques to minimize waste generation.
    - 3) Sorting and separating of waste materials.
    - 4) Salvage of existing materials and items for reuse or resale.
    - 5) Recycling of materials that cannot be reused or sold.
  - b) At a minimum the following waste categories shall be diverted from landfills:
    - 1) Soil.
    - 2) Inerts (eg, concrete, masonry and asphalt).
    - 3) Clean dimensional wood and palette wood.
    - 4) Green waste (biodegradable landscaping materials).
    - 5) Engineered wood products (plywood, particle board and I-joists, etc).
    - 6) Metal products (eg, steel, wire, beverage containers, copper, etc).
    - 7) Cardboard, paper and packaging.
    - 8) Bitumen roofing materials.
    - 9) Plastics (eg, ABS, PVC).
    - 10) Carpet and/or pad.
    - 11) Gypsum board.
    - 12) Insulation.
    - 13) Paint.
    - 14) Fluorescent lamps.
- 5. Project Administration
  - a) Contractor shall provide OSHA 10 HR cards for all workers and a 30 HR OSHA for the superintendent prior to requesting contractor badges.
  - b) Superintendents shall be on site during all construction activities during the duration of the project.
  - c) Daily logs of day to day activity and progress must be completed and submitted to COR.
- 6. Bid-Deducts
  - a) Bid-Deduct # 1: The 500 kVA transformer replacement.
  - b) Bid-Deduct # 2: All work associated with the M-deck fire alarm system, smoke dampers, and AHU.

### III. SCHEDULING, PHASING, AND WORKING HOURS:

- A. All work hours MUST be coordinated with the project's COR. The majority of the work shall be completed DURING normal business hours (7:00 am to 5:00 pm, Monday through Friday). All invasive work to the clinic shall be performed during WHEN hours (Weekends, Holidays, Evenings and Nights) so as not to interfere with normal Hospital functions. Work associated with AHU shutdown of critical areas such as SPS and operating rooms will require NIGHT and WEEKEND work. Additionally, construction shall be performed (scheduled and phased) to ensure that exterior

egress/ingress areas are completely operational by normal business hours the following workday.

B. Length of Project

- a) Project will have a 143 calendar day design phase. Please refer to Program Guide PG-18-15, Volume C for document requirements.
- b) From Notice to Proceed, Design-Build Team A/E shall submit Schematic Design drawings to 50% within 31 calendar days. Allow 14 calendar days for VA review.
- c) Design-Build Team A/E shall submit Design Development drawings to 75%, which incorporates the VA's comments on the 50% submission within 21 calendar days. Allow 14 calendar days for VA review.
- d) Design-Build Team A/E shall submit Construction Document drawings to 95%, which incorporates the VA's comments on the 75% submission within 21 calendar days. Allow 14 calendar days for VA review.
- e) Design-Build Team A/E shall submit Final Document drawings to 100% (Signed & Sealed), which incorporates the VA's comments on the 95% submission within 14 calendar days. Allow 14 calendar days for VA review.
- f) Design-Build Team A/E will schedule a Pre-Construction Meeting with all pertinent VA personnel for final drawing approval before construction start submission within 14 calendar days of receiving Government acceptance of 100% drawings.
- g) Project's construction phase MUST be completed in no more than 150 days from Design completion and Government acceptance.
- h) Contractor shall submit a Critical Path Method (CPM) schedule for BOTH Design phase and Construction phase with estimated dates and itemized cost of work to the Contracting Officer for review and approval before Notice to proceed.

C. Utility Outages, including disruption of fire alarms, must be requested by the Contractor at least 14 calendar days in advance.

IV. PROJECT CLASSIFICATION:

- A. 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 personnel 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.
- B. 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.).
- C. 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.

- D. 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.

#### VI. GOVERNMENT FURNISHED INFORMATION:

- A. All available record drawings will be provided upon request to the Design-Build Team A/E. 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.
- B. 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:

- A. 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 the following:
  - a) Office of Construction & Facilities Management Site Map:
  - b) <http://www.cfm.va.gov/sitemap.asp>
  - c) The Technical Information Library (TIL): <http://www.cfm.va.gov/TIL/>
  - d) Master Construction Specifications Index (PG-18-1)
  - e) Design and Construction Procedures (PG-18-3)
  - f) VA Standard Details and CAD Standards (PG-18-4)
  - g) Equipment Guide List (PG-18-5)
  - h) Equipment Inspection Manual (Program Guide 7610.2)
  - i) Equipment Reference Manual (PG-18-6)
  - j) Space Planning Criteria (PG-18-9)
  - k) Design Manuals (by discipline) (PG-18-10)
  - l) Design Guides (graphical, by function) (PG-18-12)
  - m) Barrier Free Design Guide (PG-18-13)
  - n) Room Finishes, Door and Hardware Schedules (PG-18-14)
  - o) Minimum Requirements for A/E Submissions (PG-18-15)
  - p) Environmental Planning Guidance (PG-18-17)
  - q) HVAC Design Manual for Hospitals Amendment B
  - r) Lighting Study
  - s) Design Alerts
  - t) Quality Alerts
  - u) VA Signage Design Guide
  - v) Fire Protection Design Manual – Latest Edition
  - w) Cost Estimating
  - x) Physical Security Design Manuals for VA Facilities – Mission Critical Facilities (VA Handbook 0730)
  - y) Information Security Handbook VA 6500
  - z) Energy Reduction Manual (First Draft)
  - aa) TIL - Master Construction Specifications: <http://www.cfm.va.gov/til/spec.asp>

- bb) Department of Veterans Affairs Utilities Design Manual.
- B. Office of Construction & Facilities Management: <http://www.cfm.va.gov/index.asp>
  - a) VA Office of Facilities Management citations of the AIA design standards found on the world wide web at <http://cfm.va.gov.TIL/>
  - b) VA Office of Health and Safety (OHS): <http://www1.va.gov/vasafety/>
  - c) Construction Infection Control Risk Assessment Memorandum
  - d) Other design and construction standards and publications that shall be applied to this work includes, but are not limited to:
  - e) American Society of Heating, Refrigerating and Air-Conditioning Engineers Manual (ASHRAE)
  - f) National Fire Protection Association (NFPA) Codes & Standards - [www.nfpa.org](http://www.nfpa.org)
  - g) OSHA Rules and Regulations
  - h) International Building Code (ICC) latest edition
  - i) Life Safety Code (NFPA 101) latest edition
  - j) The Joint Commission (TJC) Accreditation manual (latest edition)
  - k) Sustainable Design Requirements (01 81 11)
  - l) Construction Waste Management (01 74 19)
  - m) Applicable sections of the *VA Master Construction Specifications* will be prepared by the Architect/Engineer, including all the necessary adaptations.
  - n) Particular attention is called to CD4, *Symbol Identification of Contract Drawings*.
  - o) Equipment symbols shall be in accordance with PG-18-6, *Equipment Reference Manual* (previously List of Equipment Symbols, H-08-6).
  - p) Standard *Drawing Details*, in accordance with PG-18-4, shall be utilized to the greatest extent practicable.
  - q) 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>
  - r) *Guidelines for Design and Construction of Health Care Facilities*, Latest Edition, published by The Facilities Guidelines Institute (FGI). <http://www.fgiguideelines.org/>
  - s) Physical Security Standard, compliance with Medical Center Policy 138-3 and VHA Handbook 0730/2 dated May 27, 2010 "Space Key Control".
  - t) Plumbing System Design & Water Treatment/Design to prevent Legionnaires. VA Plumbing Design Manual and VHA Directive 2008-010, *PREVENTION OF LEGIONEELLA DISEASE*, and VHA Directive 2009-009, *DOMESTIC HOT WATER TEMPERATURE LIMITS FOR LEGIONELLA PREVENTION AND SCALD CONTROL*.
- C. Department of Veteran Affairs Personnel:
  - a) Engineering Facilities Management (FMS),
    - 1) Contracting Officer Representative (COR)
      - Primary: Daniel Riquer, Email: [Daniel.Riquer@va.gov](mailto:Daniel.Riquer@va.gov)
      - Alternate: Hector Vargas, Email: [Hector.Vargas@va.gov](mailto:Hector.Vargas@va.gov)
  - b) Contracting Officer – Wayne Boger, Email: [Wayne.Boger@va.gov](mailto:Wayne.Boger@va.gov)

#### VIII. DESIGN DOCUMENT REQUIRMENTS:

- A. Design Requirements - Compliance with codes and standards.
  - a) Project design shall be in compliance with applicable standards and codes described in VA Program Guides and design materials included or referenced in the solicitation materials. See "Resources" above.

- b) See “Approved Construction documents”, below, for required inclusion of design review comments.
  - c) In the design of new building and alteration work under this contract, the Design-Build Team A/E shall consider all requirements (other than procedural requirements) of:
  - d) Zoning laws:
    - 1) Environmental and erosion control regulations; and
    - 2) Laws relating to landscaping, open space, minimum distance of a building from the property line, maximum height of a building, historic preservation, and esthetic qualities of a building. Also similar laws, of the State and local political division, which would apply to the building if it, were not to be constructed or altered by the U.S. Government. The Design-Build Team A/E shall consult with appropriate officials of the Federal, state, and political subdivision, and submit plans under the rules prescribed by those reviewing authorities. The Design-Build Team A/E and VA shall give due consideration to the recommendations of the referenced building officials. VA will also permit inspection by the officials described above during the construction period in accordance with the customary schedule of inspections in the locality of the building construction. Such officials shall provide VA with a copy of the schedule before construction begins or give reasonable notice of their intention to inspect before conducting an inspection.
  - e) THE DESIGN-BUILD TEAM A/E SHALL PROVIDE PROMPT, WRITTEN NOTIFICATION TO THE CONTRACTING OFFICER CONCERNING CONFLICTS WITH, OR RECOMMENDED DEVIATIONS FROM CODES, LAWS, REGULATIONS, STANDARDS, AND OPINIONS OF REVIEW OFFICIALS AS DESCRIBED ABOVE. NO WORK ALTERING OR INCREASING THE SCOPE OF THIS CONTRACT SHALL BE UNDERTAKEN PRIOR TO RECEIPT OF WRITTEN APPROVAL FROM THE CONTRACTING OFFICER.
  - f) No action may be brought against the VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of Federal, state, or local officials. VA and its contractors, including A/E, shall not be required to pay any amount for any action taken by a state or political division of a state in carrying out functions described in this article, including reviewing plans, carrying out on-site inspections, issuing permits, and making recommendations.
  - g) The Design-Build Team A/E shall advise the Contracting Officer of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.
- B. Design Review Meetings:
- a) A review meeting to resolve design issues will be held for each design review package submitted. The meeting will include discussion of VA comments on functional relationships and technical peer review comments (by others).
  - b) Participants will include VA Staff and Design-Build Team A/E members as appropriate for the specific package to be reviewed and others. The Design-Build Team A/E members will each allow for (1) full day for each package design review meeting. Design-Build Team A/E management shall be present at each review meeting.
  - c) The DB team shall allow a minimum of fourteen (14) calendar days for each review cycle. A cycle includes:
    - 1) The VA’s receipt of the design review submission package.
    - 2) The review meeting.
    - 3) DB teams receipt of comments from the VA, either electronically, by fax, or by hard copy delivery.

- d) Coordination of the review meeting schedules will be the responsibility of the VA Project Manager/COR (for the VA) and the Design-Build Team A/E Project Manager (for the Design-Build Team A/E). See Quality Assurance/Quality Control.

C. Design Review Submissions:

- a) The Design-Build Team A/E shall prepare and submit complete construction documents for review and approval by the VA in accordance with standard professional practice and prevailing codes.
- b) The documents may be divided into multiple review submission packages. The VA will review as many as six (6) package submissions (examples: demolition, civil, architectural, structural, mechanical, Electrical, plumbing etc.) to facilitate the start of construction.
- c) All submission packages will be reviewed at Schematic Design (50%), Design Development (75%), Construction Documents (95%) and Final Documents (100%) completion stages. The (100%) review submission packages will incorporate the final review comments from the (75%) review. If any package is not complete for the required stage a post review may be required the cost of which will be borne by the DB Team. The (100%) set of drawings will be the final set of drawings that will be used for construction and stamped by engineer and architect of record.
- d) Each review submission package shall include 3 hard copy sets (2 Full Size & 1 Half Size) and 1 PDF sets on CD-ROM. The package will include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted. The packages will be distributed to the VA Project's COR, the VA Contracting Officer (CO), and others as determined to be appropriate by the VA.
- e) Upon Contractor review of the TIL Specifications and Design Guidelines associated with the Project Scope of Work, the Design-Build Team A/E shall be responsible to prepare and submit for Government review and acceptance a full set of specifications (2 hard copies, 2 electronic), specific to the project, from the Master Specifications located in the TIL. The Specifications shall be contractor modified to include VA Guidelines and Code requirements consistent with NFPA, IBC, FBC, FGI Guidelines for Design and Construction of Health Care Facilities, 2010 edition.
- f) In addition to the Project Specific Specifications, the Contractor shall submit a binder of product cut sheets, MSDSs, and all required Contract submittals.
- g) Contractor will be responsible to submit as-build CAD drawings at the end of the project reflecting the new floor layout changes to the VA Engineering office as part of the close out documents.

D. Electronic Media:

- a) Design review submission drawings and final Construction Document submission drawings will be executed in electronic format AutoCAD version 2010 or backwards compatible format.
- b) The drawings included will be available to the Design-Build Team A/E team in electronic format in AutoCAD version 2010 or PDF format for use in preparing the construction drawings if possible. Since data stored on electronic media can deteriorate undetected or be modified without the Architect/Engineer's knowledge, the CAD drawing files are provided without warranty or obligation on the part of the Architect/Engineer as to accuracy or information contained in the files. The user shall independently verify all information in the files. Any user shall agree to indemnify and hold the Architect Engineer harmless from any and all claims, damages, losses, and expenses including, but not limited to, attorney's fee arising out of the use of the CAD drawing files.

- c) Design review submission specifications, final Construction Document submission specifications and other 8 1/2 by 11 formatted materials will be executed in electronic format Microsoft Word
  - d) The specifications included shall be available to the Design-Build Team A/E in electronic format in Microsoft Word, for use in preparing the construction specifications. Since data stored on electronic media can deteriorate undetected or be modified without the Architect/Engineer's knowledge, the CAD version 2010 drawing files are provided without warranty or obligation on the part of the Architect/Engineer as to accuracy or information contained in the files. The design builder shall independently verify all information in the files and shall agree to indemnify and hold the Architect Engineer harmless from any and all claims, damages, losses, and expenses including, but not limited to, attorney's fee arising out of the use of the electronic files.
  - e) The construction record drawings shall be completed in at least AutoCAD version 2010 and backward compatible format. Designer/contractor will submit an AUTOCAD copy (as build drawings) after the completion of the project and before close out to the VA for engineering records and update tracking purposes.
  - f) Construction shop drawings are not required to be completed in AutoCAD.
- E. Professional Licensing:
- a) The Design-Build Team A/E who prepares the construction documents shall be a professional architect or engineer licensed in the state in which the design work is completed.
  - b) The professional seal indicating such license by the state shall appear on the final construction documents. The architect whose seal is shown will be known as the Architect of Record. The Design-Build Team A/E shall certify compliance with the VA RFP and all applicable codes.
- F. Approved Construction Documents:
- a) The final construction document submission package will be submitted by the Design-Build Team A/E for approval by the VA after completion of the 75% review cycle for the final package to be submitted by the Design-Build Team A/E. The VA will have 14 calendar days to take approval action.
  - b) The final construction documents submission package will include a full set of construction documents including all disciplines/packages.
  - c) The final construction documents submission package will incorporate all VA supplied comments from the earlier 25%, 50% and 75% submission package reviews and will comply with the VA requirements.
  - d) If the final construction documents submission package is not complete a post submittal may be required the cost of which will be borne by the Design-Build Team A/E.
  - e) The approved final construction documents include such details that the project can be constructed and will be used for construction of the project.
- G. Construction Drawing Preparation - Mandatory material and equipment schedules and details may be indicated either on the drawings or in the specifications, at the option of the Design-Build Team A/E. The construction drawings shall include a coordinated set of the following. (Reference Program Guide, PG-18-15, Volume C)
- a) Civil/Architectural drawings: including site plans, floor plans, elevations, building sections, wall sections, finish schedules, transportation and other details.
  - b) HVAC drawings: including floor and roof plans, one-line flow diagrams, equipment schedules, and details, including general notes and all related calculations. Also

- provide sections for mechanical equipment rooms and sequence of operation for all HVAC equipment.
- c) Electrical drawings: including site demolition plans, site, floor and roof plans (power, lighting, and other systems), one-line diagrams, panel schedules, equipment schedules, light fixture schedules calculations and details
- H. Construction Specifications - Project specifications shall include specifications for all products, materials, equipment, methods, and systems shown on the construction drawings in accordance with standard professional practice and the VA requirements. The specification submitted for review shall include:
- a) The name of the manufacturer, the product name, model number, or other identification as appropriate to clearly identify the product that will be used in the construction of the project;
  - b) Other data as appropriate to clearly identify the product that will be used in the construction of the project i.e. shop drawings, product data, and samples as required by the VA documents; and
  - c) The required stamp of the licensed architect or engineer of record will be considered as certification of compliance with the project's requirements.
- I. Design Requirements – Compliance with codes and standards.
- a) Project design shall be in compliance with applicable standards and codes described in VA Program Guides and design materials included or referenced in the solicitation materials.
  - b) In the design of new building and alteration work under this contract, the Design-Build Team A/E shall consider all requirements (other than procedural requirements) of:
    - 1) Zoning laws;
    - 2) Environmental and erosion control regulations; and
    - 3) Laws relating to landscaping, open space, minimum distance of a building from the property line, maximum height of a building, historic preservation, and esthetic qualities of a building. Also similar laws, of the State and local political division, which would apply to the building if it, were not to be constructed or altered by the U.S. Government.
- J. The Design-Build Team A/E shall consult with appropriate officials of the Federal, state, and political subdivision, and submit plans under the rules prescribed by those reviewing authorities. The A/E and VA shall give due consideration to the recommendations of the referenced building officials. VA will also permit inspection by the officials described above during the construction period in accordance with the customary schedule of inspections in the locality of the building construction. Such officials shall provide VA with a copy of the schedule before construction begins or give reasonable notice of their intention to inspect before conducting an inspection.
- K. The Design-Build Team A/E shall provide prompt, written notification to the Contracting Officer concerning conflicts with, or recommended deviations from codes, laws, regulations, standards, and opinions of review officials as described above. No work altering the scope of this contract shall be undertaken prior to receipt of written approval from the Contracting Officer.
- L. No action may be brought against the Design-Build Team A/E or VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of Federal, state, or local officials. The VA and its contractors, shall not be required to pay any amount for any action taken by a state or political division of a state in carrying out functions described in this article, including reviewing plans, carrying out on-site inspections, issuing permits, and making recommendations.

- M. The Design-Build Team A/E shall advise the Contracting Officer of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.

IX. QUALITY ASSURANCE/QUALITY CONTROL:

- A. To reduce design errors and omissions, the Design-Build Team A/E 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 Design-Build Team A/E will submit a detailed QA/QC plan describing each QA/QC task that will be taken during the development of the various design submission packages and the name of the Design-Build Team A/E member responsible for QA/QC.
- C. Upon its completion each task shall be initialed and dated by the responsible Design-Build Team A/E member.
- D. A 100% completed QA/QC plan shall be submitted with the final construction document submission package.

X. CONSTRUCTION PERIOD SERVICES

- A. Pre-Construction Meeting. The DB A/E, as part of the Design-Build Team A/E, shall participate in the pre-construction meeting with the VA and DB Contractor. The DB A/E shall be prepared to respond to the VA concerns, and shall provide overview of the design.
- B. Site Visits & Inspections: During Construction Period Services, the DB A/E shall visit the job site as appropriate to the stage of construction to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the working drawings.
  - 1) During the construction period the DB A/E shall make weekly visits to the project site when requested by the Contracting Officers Representative (COR). The Contracting Officers Representative (COR) may also request visits for special purposes. Only registered architects and engineers thoroughly familiar with the project may make these site visits. The Contracting Officers Representative (COR) has the prerogative to determine the professional discipline(s) required for any visit. The DB A/E shall observe the construction, advise the COR of any deviations or deficiencies or solutions to issues discussed. A site inspection report which includes the purpose of the inspection, items reviewed, deficiencies observed, recommendations and additional actions required, shall be furnished to the Contracting Officers Representative (COR) within three work days following the site visit date.
- C. Disputes, Interpretations and Clarifications
  - 1) Upon written request from the VA, the DB Contractor shall furnish to the VA, with reasonable promptness, in writing or in the form of drawings, interpretations of the Contract Documents prepared by the DB A/E, if, in the opinion of the VA, such interpretations are necessary for the proper execution or progress of the Work.
  - 2) Other submittals
- D. The DB team shall submit test results, certificates, manufacturer's instructions, manufacturer's field reports, etc. as required by the VA RFP specifications, to the VA Project Manager/COR.
- E. Project record drawings

- F. The Design-Build Team A/E will maintain a set of construction documents (field as-built drawings) to record actual construction changes during the construction process as required by the RFP specifications. The project record drawings will be available for review by the VA Resident Engineer at all times.
- G. Shop drawings and submittals
- H. The DB A/E shall check government furnished and/or the contractor's shop drawings, detail drawings, schedules, descriptive literature and samples, testing labor-laboratory reports, field test data and review the color, texture and suitability of materials for conformity with the RFP Documents and construction documents. The DB A/E shall recommend approval, disapproval, or other suitable disposition to the VA. The VA will have final approval authority. The DB A/E shall evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the DB A/E will request the Contractor to submit related components of a system before acting on a single component. Should this procedure be inappropriate, the DB A/E shall review all prior submittals for related components of the system before acting on a single component. The DB A/E may be required to hold joint reviews with the VA technical staff and /or the Contractor on complicated system submittals. The DB A/E shall notify the VA COR in writing of any and all deviations from the requirements of the construction documents that he has found in the submittals.
- I. Inspections and Testing
- J. DB A/E shall be present during one (1) Pre-Final inspection and one (1) Final inspection of Work and shall generate Punch List and forward the list to the VA with explanations of found deficiencies and/or omissions in work, and recommended correctives.
- K. DB A/E shall review and approve, or take other appropriate action on test reports and Punch List items to be completed or corrected. DB A/E shall approve or disapprove test reports and forward findings to the VA for final disposition. DB Team shall forward approve inspection and testing document or lists to the VA for final disposition.
- L. Review of Documents and Work Acceptance
- M. On closeout of Construction Period Services, the Design-Build Team A/E shall certify that the Contract Documents requirements and intent have been satisfied, workmanship is Professional and at an acceptable level, submittals and other DB supplied Documents as required in Contract Documents are in order and stamped approved. However, the Government's final acceptance of the Work is at the discretion of the A and shall be authorized in writing by the VA Contracting Officer only.
- N. Project Close-Out
- O. The Design-Build Team A/E shall comply with the requirements in the "General Conditions", Section 01001, and "General Requirements", Section 01010, for submission of final RFP as built drawings, manuals, and other documents as noted. Required as built drawings and specifications will be submitted in the same format required for the construction documents.

#### XI. AS-BUILT

- A. The Design-Build Team A/E shall prepare and submit AS-BUILT drawings as developed from the Construction activities re-lined as-built.



- B. Drawings shall be submitted in AutoCAD 2010 (or earlier) format and shall reflect the actual as-built conditions.
- C. Stamp drawings in large red bold letters “AS-BUILT” in the lower right hand corner of all drawings. Drawings shall be submitted on full size consistent with previous requirements herein.

#### **4.2 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)

#### **4.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

#### **4.4 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 293 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 TBD. 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)

#### **4.5 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 236220 assigned to contract number TBD.

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

(End of Clause)

#### **4.6 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)

#### **4.7 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)

#### **4.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.202-1	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, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2014
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.222-3	CONVICT LABOR	JUN 2003
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	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
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 CONTRACTS	MAY 2014
52.232-17	INTEREST	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	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	APR 1984

	WORK	
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
\$ 52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	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

#### **4.9 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)

#### **4.10 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

#### **4.11 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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

(b) Large scale drawings supersede small scale drawings.

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

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

(End of Clause)

#### **4.14 VAAR 852.236-72 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)

#### **4.15 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)

#### **4.16 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)

#### **4.17 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)

#### **4.18 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)

#### **4.19 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)

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

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

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

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

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

(End of Clause)

#### **4.21 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)

#### **4.22 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)

## **4.23 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)

#### **4.24 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)

#### **4.25 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)

#### **4.26 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)

#### **4.27 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)

#### **4.28 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)

#### **4.29 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)

## **DESIGN BUILD SPECIFICATIONS**

### **4.30 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES**

Final Payment: Upon completion of the final inspection and acceptance of the project by the Government, delivery to the Government of the final record drawings and specifications, design details, calculations, shop drawings and executed Release of Claims (attachment I), the Contractor shall be paid the unpaid balance due for all phases of design work under this contract. An amount equal to five (5) percent of the design services cost shown on the schedule of payments shall be retained until VA acceptance of the record drawings.

### **4.31 OWNERSHIP OF ORIGINAL DOCUMENTS**

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Contractor. With respect thereto, the Contractor agrees not to assert any rights and to establish any claim under the design patent or copyright laws. The Contractor, for a period of 3 years after completion of the project, agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all such materials beyond such period.

### **4.32 RETENTION OF REVIEW DOCUMENTS**

The Contractor shall keep one copy of all review documents containing VA remarks until final completion of the construction contract and a release of claims is signed unless, before that time, the VA directs the Contractor to forward certain documents to the Government. The VA will notify the Contractor in writing after the release of claims is finalized after which time the Contractor may dispose of such documents that remain in its possession.

### **4.33 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION**

(a) Master Plan Requirements: The requirements of the master plan for the project as depicted by the preliminary drawings shall be followed in the development and preparation of the Contract Drawings and Specification. Deviations may be made in functional relationship and general size or configuration of the building and rooms as established by the preliminary plans only upon written approval of the Contracting Officer. The architectural preliminary drawings are dimensioned to establish the building size and gross area, including the exterior walls, or the medical facility.

(b) Standards: The Contractor shall follow specifications included in the RFP (Request for Proposal) in preparing the Contract Drawings and Specifications for the project. However, should the Contractor determine that a deviation from such standards and specifications is necessary or beneficial to the Government, he shall submit a request in writing to the Contracting Officer for permission to make the deviation. The request shall include an explanation of the specific reasons for the desired change and benefits expected.



(c) Verify Accuracy of Planning Information: The Contractor shall visit the project site of verify the information shown on the Government-Furnished preliminary drawings and other planning documents which are part of this contract. This information is the best available but the Government does not guarantee its accuracy or completeness.

(d) Discrepancies in Planning Information: The Contractor shall promptly report to the Contracting Officer in writing any discrepancy between this contract and the planning information provided by the Government. The Contractor shall make no adjustments to his work due to the discrepancy before the Contracting Officer has reviewed the matter and forwarded this determination to the Contractor. The Contractor's failure to report any such discrepancy or to wait for the Contracting Officer's determination shall be at his risk and expense.

#### **4.34 COORDINATION WITH MEDICAL CENTER**

Before starting any work on the Veterans Administration Medical Center, the Contractor shall consult with the Resident Engineer and secure his permission to start the work. The Contractor shall perform the work within the parameters established by the Resident Engineer Contractor shall not interfere with the normal functioning of the Medical Center.

#### **4.35 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR**

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The right and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

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### **ATTACHMENT 1 - RELEASE OF CLAIMS**

For and in consideration of the payments heretofore made, and payment of final installment now due by reason of performance of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, the undersigned Architect-Engineer hereby releases and discharges the United States of America from any and all claims arising under or by virtue of said contract, except as follows: (In this space describe and list in stated amounts excepted claims, if any; otherwise this release will be considered as free of all claims. If no claims reserved, insert None.)

IN WITNESS WHEREOF, This release has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_.

BY: \_\_\_\_\_  
(Print or type name under signature)

\_\_\_\_\_  
Title (Print or type)  
(End of Clause)

**ORLANDO VA MEDICAL CENTER**

**SECTION 01 00 00  
GENERAL REQUIREMENTS**

**DESIGN / BUILD**

**CORRECT ELECTRICAL DEFICIENCIES  
675-16-603**

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

**1.1 GENERAL INTENTION**

- A. Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work for **675-16-603: Correct Electrical Deficiencies** 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 a OSHA certified "competent person" (CP) (29 CFR 1926.20(b)(2)) will maintain a presence at the work site whenever the general or subcontractors are present.
- 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, 675-16-603:** Correct Electrical Deficiencies. This project will replace the light poles in the parking lots, streets and walking areas of the Lakemont and Lake Baldwin Campuses.
- B. **BID DEDUCT NO.1:** Replace rusted 500 kVA transformer between building 503 and 509 at the Lake Baldwin Campus.
- C. **BID DEDUCT NO. 2:** Repair connections on M-deck between the AHUs and fire alarm panel ensuring the AHU shuts down when the fire alarm activates and the smoke dampers close.

#### 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](http://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 firestop 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.

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- 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 COR two weeks in advance of the proposed date of starting work in each specific area of site, building or portion thereof. Arrange such phasing 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 CFR 173.....Subpart A General

49 CFR 173.....Subpart B Preparation of Hazardous Material for Transportation

49 CFR 173.....Subpart J Other Regulated Material; Definitions and Preparation

TSCA.....Compliance Program Policy Nos. 6-PCB-6 and 6-PCB-7

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

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

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- 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 (NOT USED)**

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

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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 (NOT USED)**

- 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 (NOT USED)**

- 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, radiused 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 photopath.
  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 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 (NOT USED)**

- 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)**

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**MODIFICATION**

06-01-12      CONTENT REVISED IN REFERENCE TO REQUIREMENT FOR RECYCLING OF  
CONSTRUCTION AND DEMOLITION WASTE.

**SECTION 01 74 19**  
**CONSTRUCTION WASTE MANAGEMENT**

**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. This section specifies the requirements for the management of non-hazardous building construction and demolition waste.
- B. Waste disposal in landfills shall be minimized to the greatest extent possible. Of the inevitable waste that is generated, as much of the waste material as economically feasible shall be salvaged, recycled or reused.
- C. Contractor shall use all reasonable means to divert construction and demolition waste from landfills and incinerators, and facilitate their salvage and recycle not limited to the following:
  - 1. Waste Management Plan development and implementation.
  - 2. Techniques to minimize waste generation.
  - 3. Sorting and separating of waste materials.
  - 4. Salvage of existing materials and items for reuse or resale.
  - 5. Recycling of materials that cannot be reused or sold.
- D. At a minimum the following waste categories shall be diverted from landfills:
  - 1. Soil.
  - 2. Inerts (eg, concrete, masonry and asphalt).
  - 3. Clean dimensional wood and palette wood.
  - 4. Green waste (biodegradable landscaping materials).
  - 5. Engineered wood products (plywood, particle board and I-joists, etc).
  - 6. Metal products (eg, steel, wire, beverage containers, copper, etc).
  - 7. Cardboard, paper and packaging.
  - 8. Bitumen roofing materials.
  - 9. Plastics (eg, ABS, PVC).
  - 10. Carpet and/or pad.
  - 11. Gypsum board.
  - 12. Insulation.
  - 13. Paint.
  - 14. Fluorescent lamps.

**1.2 RELATED WORK**

- A. Section 02 41 00, DEMOLITION.
- B. Section 01 00 00, GENERAL REQUIREMENTS.

C. Lead Paint: Section 02 83 33.13, LEAD BASED PAINT REMOVAL AND DISPOSAL.

### 1.3 QUALITY ASSURANCE

- A. Contractor shall practice efficient waste management when sizing, cutting and installing building products. Processes shall be employed to ensure the generation of as little waste as possible. Construction /Demolition waste includes products of the following:
1. Excess or unusable construction materials.
  2. Packaging used for construction products.
  3. Poor planning and/or layout.
  4. Construction error.
  5. Over ordering.
  6. Weather damage.
  7. Contamination.
  8. Mishandling.
  9. Breakage.
- B. Establish and maintain the management of non-hazardous building construction and demolition waste set forth herein. Conduct a site assessment to estimate the types of materials that will be generated by demolition and construction.
- C. Contractor shall develop and implement procedures to recycle construction and demolition waste to a minimum of 50 percent.
- D. Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling. Any revenues or savings obtained from salvage or recycling shall accrue to the contractor.
- E. Contractor shall provide all demolition, removal and legal disposal of materials. Contractor shall ensure that facilities used for recycling, reuse and disposal shall be permitted for the intended use to the extent required by local, state, federal regulations. The Whole Building Design Guide website <http://www.wbdg.org/tools/cwm.php> provides a Construction Waste Management Database that contains information on companies that haul, collect, and process recyclable debris from construction projects.
- F. Contractor shall assign a specific area to facilitate separation of materials for reuse, salvage, recycling, and return. Such areas are to be kept neat and clean and clearly marked in order to avoid contamination or mixing of materials.

- G. Contractor shall provide on-site instructions and supervision of separation, handling, salvaging, recycling, reuse and return methods to be used by all parties during waste generating stages.
- H. Record on daily reports any problems in complying with laws, regulations and ordinances with corrective action taken.

#### **1.4 TERMINOLOGY**

- A. Class III Landfill: A landfill that accepts non-hazardous resources such as household, commercial and industrial waste resulting from construction, remodeling, repair and demolition operations.
- B. Clean: Untreated and unpainted; uncontaminated with adhesives, oils, solvents, mastics and like products.
- C. Construction and Demolition Waste: Includes all non-hazardous resources resulting from construction, remodeling, alterations, repair and demolition operations.
- D. Dismantle: The process of parting out a building in such a way as to preserve the usefulness of its materials and components.
- E. Disposal: Acceptance of solid wastes at a legally operating facility for the purpose of land filling (includes Class III landfills and inert fills).
- F. Inert Backfill Site: A location, other than inert fill or other disposal facility, to which inert materials are taken for the purpose of filling an excavation, shoring or other soil engineering operation.
- G. Inert Fill: A facility that can legally accept inert waste, such as asphalt and concrete exclusively for the purpose of disposal.
- H. Inert Solids/Inert Waste: Non-liquid solid resources including, but not limited to, soil and concrete that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board, and does not contain significant quantities of decomposable solid resources.
- I. Mixed Debris: Loads that include commingled recyclable and non-recyclable materials generated at the construction site.
- J. Mixed Debris Recycling Facility: A solid resource processing facility that accepts loads of mixed construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing non-recyclable materials.
- K. Permitted Waste Hauler: A company that holds a valid permit to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal.

- L. Recycling: The process of sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
  - 1. On-site Recycling - Materials that are sorted and processed on site for use in an altered state in the work, i.e. concrete crushed for use as a sub-base in paving.
  - 2. Off-site Recycling - Materials hauled to a location and used in an altered form in the manufacture of new products.
- M. Recycling Facility: An operation that can legally accept materials for the purpose of processing the materials into an altered form for the manufacture of new products. Depending on the types of materials accepted and operating procedures, a recycling facility may or may not be required to have a solid waste facilities permit or be regulated by the local enforcement agency.
- N. Reuse: Materials that are recovered for use in the same form, on-site or off-site.
- O. Return: To give back reusable items or unused products to vendors for credit.
- P. Salvage: To remove waste materials from the site for resale or re-use by a third party.
- Q. Source-Separated Materials: Materials that are sorted by type at the site for the purpose of reuse and recycling.
- R. Solid Waste: Materials that have been designated as non-recyclable and are discarded for the purposes of disposal.
- S. Transfer Station: A facility that can legally accept solid waste for the purpose of temporarily storing the materials for re-loading onto other trucks and transporting them to a landfill for disposal, or recovering some materials for re-use or recycling.

#### **1.5 SUBMITTALS**

- A. In accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, and SAMPLES, furnish the following:
- B. Prepare and submit to the Resident Engineer a written demolition debris management plan. The plan shall include, but not be limited to, the following information:
  - 1. Procedures to be used for debris management.
  - 2. Techniques to be used to minimize waste generation.
  - 3. Analysis of the estimated job site waste to be generated:

- a. List of each material and quantity to be salvaged, reused, recycled.
  - b. List of each material and quantity proposed to be taken to a landfill.
4. Detailed description of the Means/Methods to be used for material handling.
  - a. On site: Material separation, storage, protection where applicable.
  - b. Off site: Transportation means and destination. Include list of materials.
    - 1) Description of materials to be site-separated and self-hauled to designated facilities.
    - 2) Description of mixed materials to be collected by designated waste haulers and removed from the site.
  - c. The names and locations of mixed debris reuse and recycling facilities or sites.
  - d. The names and locations of trash disposal landfill facilities or sites.
  - e. Documentation that the facilities or sites are approved to receive the materials.
- C. Designated Manager responsible for instructing personnel, supervising, documenting and administer over meetings relevant to the Waste Management Plan.
- D. Monthly summary of construction and demolition debris diversion and disposal, quantifying all materials generated at the work site and disposed of or diverted from disposal through recycling.

#### **1.6 APPLICABLE PUBLICATIONS**

- A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced by the basic designation only. In the event that criteria requirements conflict, the most stringent requirements shall be met.
- B. U.S. Green Building Council (USGBC):  
LEED Green Building Rating System for New Construction

#### **1.7 RECORDS**

Maintain records to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. Records shall be kept in accordance with the LEED Reference Guide and LEED Template.



**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. List of each material and quantity to be salvaged, recycled, reused.
- B. List of each material and quantity proposed to be taken to a landfill.
- C. Material tracking data: Receiving parties, dates removed, transportation costs, weight tickets, tipping fees, manifests, invoices, net total costs or savings.

**PART 3 - EXECUTION****3.1 COLLECTION**

- A. Provide all necessary containers, bins and storage areas to facilitate effective waste management.
- B. Clearly identify containers, bins and storage areas so that recyclable materials are separated from trash and can be transported to respective recycling facility for processing.
- C. Hazardous wastes shall be separated, stored, disposed of according to local, state, federal regulations.

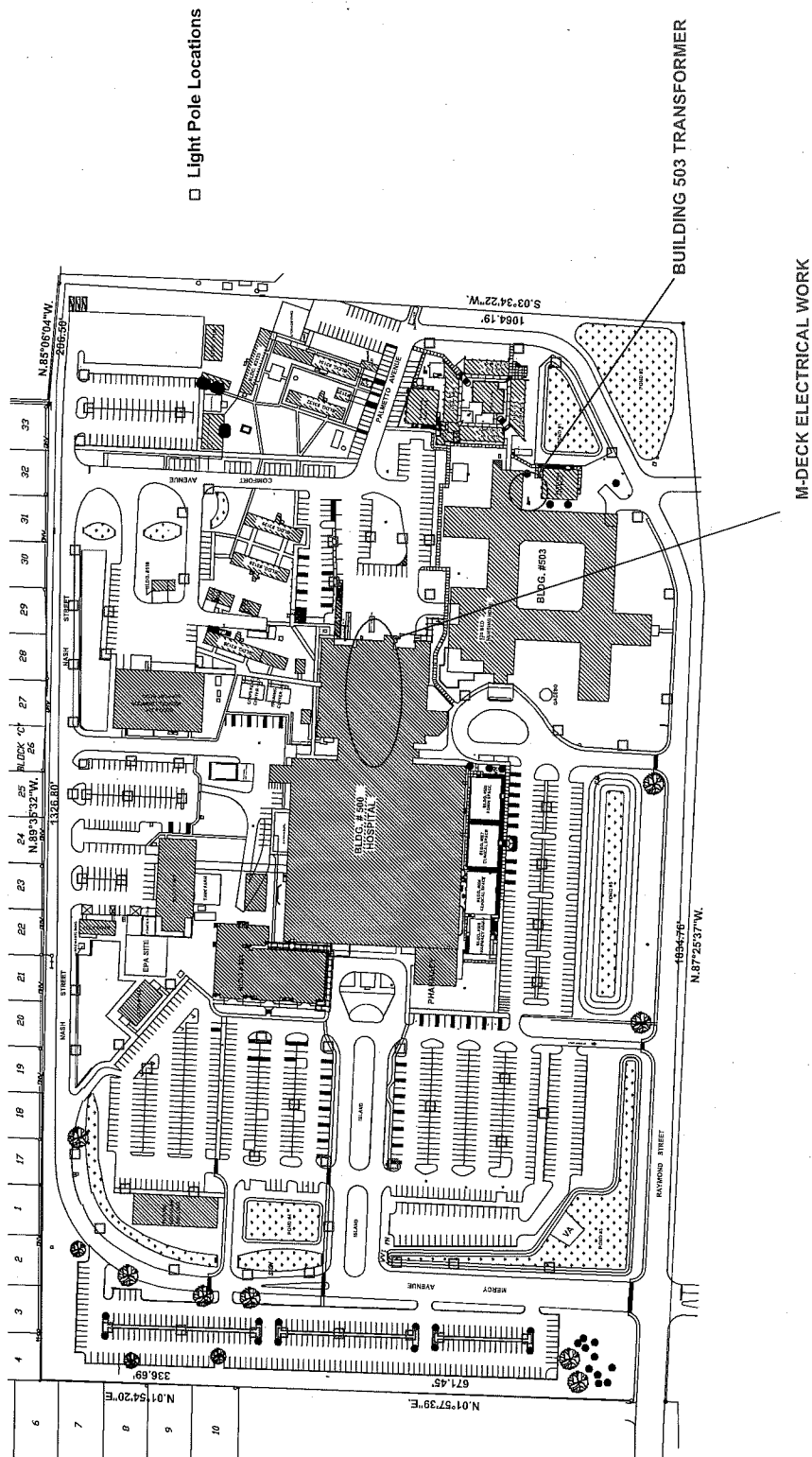
**3.2 DISPOSAL**

- A. Contractor shall be responsible for transporting and disposing of materials that cannot be delivered to a source-separated or mixed materials recycling facility to a transfer station or disposal facility that can accept the materials in accordance with state and federal regulations.
- B. Construction or demolition materials with no practical reuse or that cannot be salvaged or recycled shall be disposed of at a landfill or incinerator.

**3.3 REPORT**

- A. With each application for progress payment, submit a summary of construction and demolition debris diversion and disposal including beginning and ending dates of period covered.
- B. Quantify all materials diverted from landfill disposal through salvage or recycling during the period with the receiving parties, dates removed, transportation costs, weight tickets, manifests, invoices. Include the net total costs or savings for each salvaged or recycled material.
- C. Quantify all materials disposed of during the period with the receiving parties, dates removed, transportation costs, weight tickets, tipping fees, manifests, invoices. Include the net total costs for each disposal.

- - - E N D - - -



Attachment 4\_Site Map (Orlando) REV1

# VA MEDICAL CENTER ORLANDO, FLORIDA

CORRECT ELECTRICAL DEFICIENCIES FCA-D

VHA NRM 675-16-603

## LB SITE PLAN: ELECTRICAL DEFICIENCIES



Office of Construction & Facilities Management  
Department of Veterans Affairs



## Past Safety and Environmental

### OPTIONAL SAMPLE FORM FOR BIDDER/OFFEROR TO COMPLETE & SUBMIT WITH BID/PROPOSAL

### Pre-Award Contractor Evaluation Form

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_

1. Utilizing your OSHA 300 Forms, please complete the following information:

Category	2011	2012	2013	2014
Number of man hours (jobsite and office).				
Number of cases involving days away from work, restricted activity, or both (Column H and I of OSHA 300).				
Days away, restricted, or transferred rate (# of days away, restricted, or transferred cases x 200,000/# of man hours) (DART Rate).				
Number of serious, willful, or repeat violations from OSHA within the last 3 years. Please attach explanation for any violations. (Four serious, one repeat, or one willful disqualifies the contractor.)				

Please attach copies of the following documents: OSHA 300 and 300a Forms. These forms can be accessed through the OSHA publications search page:

<http://www.osha.gov/pls/publications/publication.html>.

2. Provide your six-digit North American Industrial Classification System (NAICS) Code for this Acquisition. \_\_\_\_\_

3. Who administers your company's Safety and Health Program? \_\_\_\_\_

4. Company Modification Rate (EMR) for the past 3 years. Note an EMR of greater than 1.0 disqualifies the contractor:

Signature \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

### PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

#### **INSTRUCTIONS TO CONTRACTOR**

1. Complete the CONTRACTOR INFORMATION section, below (type answers into light blue shaded boxes).
2. Save the document. Send an electronic or hard copy of the form to each of your reference contacts.
3. Submit the annotated form in the technical proposals.

#### **INSTRUCTIONS TO CLIENT/REFERENCE CONTACT**

The contractor named below is submitting an offer for a United States Department of Veterans Affairs (VA) contract requirement. The purpose of this form is to obtain your assesment of the contractor's performance on contracts performed for you by the contractor. The VA is seeking to determine whether the Offeror has experience that will enhance its technical capability to perform and whether the Offeror consistently delivers quality services in a timely and cost effective manner. Return the annotated form to the contractor. The contractor is responsible for submitting the annotated form as a material part of the proposals.

Questions should be addressed to the Contracting Officer: Mr. Wayne Boger, Email: Wayne.Boger@va.gov, or call 407-646-4017. Thank you for your participation in this effort.

#### **GENERAL INFORMATION** [completed by Contractor]

Contractor/ Company Name		Street Address	
Contractor Point of Contact Name		City	
Point of Contact Phone Number		State	
Reference Project Title		Zip Code	
Contract Period of Performance (start to finish):		Email	
Contract Number		Contract Dollar Value	
Description of Work			
Role of Contractor on This Project (check appropriate box)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Key Personnel		

#### **CLIENT/RESPONDENT INFORMATION** [completed by Reference Contact]

Company Name		Street Address	
POC Name		City	
Phone Number		State	
Fax Number		Zip Code	
Email			

**PERFORMANCE INFORMATION:** Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation. ***PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF 1 OR 2*** in the Remarks section, below (text box will expand to whatever extent is necessary).

1	2	3	4	5
UNSATISFACTORY	Marginal	GOOD	EXCEPTIONAL	NEUTRAL
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems, which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and EXCEEDED many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.	No record of past performance or the record is inconclusive. <sup>1</sup>

	Management	1	2	3	4	5
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Effectiveness of onsite management and supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Level of cooperation and responsiveness to the Government	<input type="checkbox"/>				
5	Professional conduct of the employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	How effective was the contractor in managing Subcontractors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Quality Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Followed approved Quality Control Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Overall quality of products, material and equipment installed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Corrected deficiencies in timely manner and pursuant to their quality control procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Timely Correction of noted deficiencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Corrected deficiencies in timely manner and pursuant to their quality control procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Accuracy, adequacy and detail of Submittals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	To what level did the contractor follow drawings, specifications and regulations and guidance such as the VA Technical Information Library (TIL)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	To what level would you rate the contractors ability to follow Design Guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	How would you rate the contractors use of specified materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Problem Resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	How effective is the contractor in resolving problems and correcting deficiencies in timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	To what level did the contractor meet approved and established schedules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Rate the contractors submission of submitted submittals in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Submission of progress schedules, invoices and daily reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Completion of punch list items	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Warranty Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	What level would you rate the contractor's response to warranty support.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	What was the level of cooperation with the Government personnel after award?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	How would you rate the contractor's overall performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Recommendations	NO			YES	
	Would you award another contract to this contractor? If not, please explain in "remarks."	<input type="checkbox"/>			<input type="checkbox"/>	
	To the best of your knowledge, is the contractor rated in CPARS for this contract?	<input type="checkbox"/>			<input type="checkbox"/>	

REMARKS (Please use as much space as is needed – the box will expand as you type).

What are the two best performance traits this contractor displayed during the period of performance?

1.

2.

3. Other Comment

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## VA248-15-R-2122

General Decision Number: FL150030 10/09/2015 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	03/20/2015
3	10/09/2015

\* BRFL0008-003 01/01/2015

	Rates	Fringes
TILE SETTER.....	\$ 21.04	7.85

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ELEC0606-001 09/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 23.15	9.47

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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

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IRON0808-004 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 23.50	11.95

## VA248-15-R-2122

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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 -		

## VA248-15-R-2122

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

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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

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

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

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

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

VA248-15-R-2122

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

## Price Offer/Schedule

Line Item		Description	Price
0001	Base Bid (ALL WORK)	Perform all work specified in Solicitation Document	
		Bid Deducts	
0002	Alternate No.1	Replace rusted 500 kVA transformer between building 503 and 509 at the Lake Baldwin Campus.	
0003	Alternate No.2	Repair connections on M-deck between the AHUs and fire alarm panel ensuring the AHU shuts down when the fire alarm activates and the smoke dampers close.	

Note: Offerors shall price deduct alternates separately. A Single Award will be made for Line Item 0001 (Base Bid), however in the event the proposed offer for Line Item 0001 exceeds available funds, a single award will be made based on deducting Line Item 2, or Line Item 3 or deducting both Line Item 0001 AND Line Item 0002.

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

Signature\_\_\_\_\_

Date:\_\_\_\_\_

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

Project Title: Correct Electrical Deficiencies	Project Number: 675-16-603
VAMC Competent Person (CP):	Date: 5/14/15
In-House or contracted Out:	

CP Qualifications: Daniel Riquer- COR

**Scope of Project:**

This project will replace the light poles in the parking lots, streets and walking areas of the Lakemont and Lake Baldwin Campuses. This project will also replace a rusted ATS between building 503 and 509. Connections will also be repaired and updated on M-deck between the AHUs and fire alarm panel ensuring the AHU shuts down when the fire alarm goes and the smoke dampers close.

ALL WORK PERFORMED OUTDOORS OR ON M-DECK

RISK ASSESSMENT MATRIX: IC GUIDELINES FOR CONSTRUCTION

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



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

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

CONSTRUCTION RISK REDUCTION PLAN			
Location of Construction:		Project Start Date:	
Contractor Performing Work:		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
	<b>**NOTE: If mold is discovered, stop work and notify COTR immediately.</b>		<b>See Appendix A for additional requirements.</b>

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

*Pre-construction Risk Assessment PCRA**Greater Orlando/Brevard County***Description of Required Infection Control Precautions by Class**

	During Construction Project	Upon Completion of Project
<b>CLASS I</b>	<ol style="list-style-type: none"> <li>1. Execute work by methods to minimize raising dust from construction operations.</li> <li>2. Immediately replace a ceiling tile displaced for visual inspection</li> </ol>	
<b>CLASS II</b>	<ol style="list-style-type: none"> <li>1. Provide active means to prevent airborne dust from dispersing into atmosphere.</li> <li>2. Water mist work surfaces to control dust while cutting.</li> <li>3. Seal unused doors with duct tape.</li> <li>4. Block off and seal air vents.</li> <li>5. Place dust mat at entrance and exit of work area</li> <li>6. Remove or isolate HVAC system in areas where work is being performed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Wipe work surfaces with disinfectant.</li> <li>2. Contain construction waste before transport in tightly covered containers.</li> <li>3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.</li> <li>4. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>
<b>CLASS III</b>	<ol style="list-style-type: none"> <li>1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system.</li> <li>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.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Contain construction waste before transport in tightly covered containers.</li> <li>5. Cover transport receptacles or carts. Tape covering unless solid lid.</li> </ol>	<ol style="list-style-type: none"> <li>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.</li> <li>2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.</li> <li>3. Vacuum work area with HEPA filtered vacuums.</li> <li>4. Wet mop area with disinfectant.</li> <li>5. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>
<b>CLASS IV</b>	<ol style="list-style-type: none"> <li>1. Isolate HVAC system in area where work is being done to prevent contamination of duct system.</li> <li>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.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Seal holes, pipes, conduits, and punctures appropriately.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>	<ol style="list-style-type: none"> <li>1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction.</li> <li>2. Contain construction waste before transport in tightly covered containers.</li> <li>3. Cover transport receptacles or carts. Tape covering unless solid lid</li> <li>4. Vacuum work area with HEPA filtered vacuums.</li> <li>5. Wet mop area with disinfectant.</li> <li>6. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>

**Pre-construction Risk Assessment PCRA****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

\_\_\_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.

\_\_\_2. Ensuring free and unobstructed access to emergency services and for fire, police and other emergency forces.

\_\_\_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.

\_\_\_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.

\_\_\_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.

\_\_\_10. Training personnel to compensate for impaired structural or compartmentation features of fire safety.

\_\_\_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 PRCA**  
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Additional Construction Safety Questions

Will project place contracted workers at risk for transmission of Mycobacterium tuberculosis? If yes, refer to MCP 00Q-09 for guidance. **NO**

Has the Job Site been evaluated for ACM or other environmental hazards? **YES** If yes provide comments. **Facility wide inspection and report has been completed in 2014.**

Will Project create potential air quality issues other than identified in ICRA? **NO** Is any work or equipment near air intakes? **NO** Are Volatile Organic Compounds VOC being used? **NO** If yes, please explain and note plans to minimize: **PCRA to be followed at all times.**

Will project create potential noise issues? **NO** If yes, please explain and note plans to minimize:

Will project create potential vibration issues? **NO** If yes, please explain and note plans to minimize:

Is contractor required to provide 14 days notice for utility shutdowns? **YES**  
 Will contractor/COTR follow Utility Shutdown SOP when utilities are shut down? **YES**  
 Will contractor be given emergency notification telephone numbers for unplanned utility failures? **YES**

Will project create a potential for leaks? **NO** If yes, please include in contract for contractor to dike any floor penetration in construction area.

Any additional potential issues that effect EOC. **NO**

Will contractors be instructed to wear badges at all times while on site? **YES** Will badges identify name, employer name, project name and location and expiration date? **No** Will police be notified if project takes place on off-hours? **YES**  
**Badges will identify project number and expiration date.**

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? **YES**

Has/will the construction safety committee reviewed drawings and specs and signed off on each design submission? **NO**

Will Contracting Officer be requested to evaluate and consider past safety records of prospective contractors in the awarding of contracts? **NO**

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.) **YES** Will COR provide copy of the site specific safety program to the Construction Safety Committee? **YES**

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)? **NO** Will another VA Employee be CP for those special fields? **NO**

**CONTRACTOR WILL NEED TO ENSURE DEMOLITION DUST IS NOT BLOWN INTO BUILDINGS OR DUCT SYSTEMS.**

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

SIGNATURES:	Date:		Date:
Project COTR		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

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

## **SUBMISSION INSTRUCTIONS FOR NRM DESIGN BUILD MEDICAL CENTER PROJECTS**

**Program Guide, PG-18-15, Volume C**

November 2008

**Correct Electrical Deficiencies**

**Project No. 675-16-603**

**Orlando VA Medical Center, 5201 Raymond Street Orlando, FL. 32803**

### **I. GENERAL**

#### **A. INTRODUCTION**

1. This document contains information and minimal submission requirements for each respective discipline involved in the Design-Build contract.

2. The Awarded Design-Build Team A/E shall coordinate all activities with the VA Medical Center (VAMC). Hold informal meetings (upon mutual consent of the VA) at the VAMC to discuss the design and related issues. Continue to expand contacts by telephone, rough sketch studies and other means of communication with the purpose of finalizing the general design approach to be followed.

4. Final approved Schematic documents shall be the basis for the development of the Design Development phase. Likewise, final approved Design Development documents shall be the basis for the development of the Construction Documents phase. The VAMC must approve any changes from each set of documents before proceeding to the next phase.

5. Provide a design narrative/analysis for each technical discipline (e.g., architectural, mechanical, fire protection, etc.) which describes the intent of each discipline with schematic and/or design development submission.

7. Provide computations and sizing calculations for electrical, mechanical (HVAC, plumbing, and steam), sanitary, structural and fire protection designs. For computerized calculations, submit complete and clear documentation of computer programs, interpretation of input/output, and description of program procedures.

8. Provide individually packaged drawings for each submission to each unit specified in the "Distribution of Materials" section.

#### **B. DESIGN BUILD CONTRACTOR/AE RESPONSIBILITIES:**

1. Contract documents shall meet or exceed the requirements of this document.

2. The Awarded Design-Build Team A/E is responsible for producing a complete set of drawings, design narrative/analysis, calculations, sample boards, and specifications in accordance with professional standard practices and VA

criteria. Each discipline shall receive a copy of their respective VA design manuals, standard details, construction standards, and VA National CAD Standard Application Guide.

3. The Awarded Design-Build Team A/E shall conduct coordination meetings between A/E technical disciplines before submitting material for each VA review and provide minutes of the meetings to VAMC.

4. The Awarded Design-Build Team A/E shall provide a checklist of all submittals, certifications, tests, and inspections required per drawing and specification section.

6. In addition, the awarded Design-Build Team A/E shall conduct interim fire protection installation inspections and witness final fire protection equipment testing if required.

### **C. SUBMISSION POLICY:**

1. There is a Schematic\* (25%) submission, a Design Development (DD\*\*)(50%) submission, and a Construction Document (CD\*\*\*)(75%) submission indicated in this guide. The VAMC may alter the submission requirements depending upon the complexity of the project by adding or deleting certain reviews. See Statement of Work (SOW) for required reviews/documents.

2. At each submission, the Design-Build Team A/E shall date all material and present the designs on VA standard size drawings that are appropriately labeled, "SCHEMATIC SUBMISSION", "DESIGN DEVELOPMENT SUBMISSION", OR "CONSTRUCTION DOCUMENT SUBMISSION", in large block letters above or beside the VA standard drawing title block. In each submission, incorporate the corrections, adjustments, and changes made by the VA at the previous review.

### **A. SITE DEVELOPMENT:** Submit the following:

Site Development:	Schematics*	DD**	CD***
Narrative	✓		
Analysis of site	✓		
Circulation study	✓		
Phasing analysis	✓		
Parking analysis	✓		
Development concept showing proposed buildings and structures	✓		
Landscape drawings with plant groupings	✓		
Topographic, utility, and landscape survey		✓	✓
Demolition plan	✓	✓	✓
Layout plan showing location of:			



Site Development:	Schematics*	DD**	CD***
• Building and structures	✓	✓	✓
• Roads	✓	✓	✓
• Fire Access		✓	✓
• Parking	✓	✓	✓
• Accessible spaces		✓	✓
• Van spaces		✓	✓
• Mechanical and electrical equipment on grade	✓	✓	✓
• Future expansion	✓		
• Off-site roads	✓	✓	✓
• Off-site utilities	✓	✓	✓
• Service area(s)		✓	✓
• Entrances and exits		✓	✓
• Walks		✓	✓
• Inlets		✓	✓
• Contractor's staging area		✓	✓
• Vertical and horizontal road alignment		✓	✓
• Paving joint patterns		✓	✓
Grading plan showing:			
• Existing contours		✓	✓
• Proposed contours		✓	✓
• Spot elevations at structure corners, entrances, equipment pads, etc.		✓	✓
• First floor elevations		✓	✓
• Rim and invert elevations on storm drainage fixtures		✓	✓
• Erosion and sediment control		✓	✓
Rock excavation (quantity)		✓	✓
Planting plan showing:			
• List of plant material	✓	✓	✓
• Limits of irrigation	✓	✓	✓
Site details		✓	✓
Landscape details		✓	✓
Signage plan and schedule		✓	✓
Specifications		✓	✓

Site Development:	Schematics*	DD**	CD***

\* Submit site and landscape plans at an appropriate scale to show all work involved.

\*\* Submit site and landscape plans at same scale as topographic/utility survey incorporating all of the revisions required by comments from schematics.

\*\*\* Submit fully dimensioned, complete, and coordinated site and landscape plans incorporating all revisions required by comments from the design development phase.

**B. ARCHITECTURAL:** Submit or show the following:

Architectural:	Schematics*	DD**	CD***
Location of:			
• Rooms <sup>1</sup>	✓	✓	✓
• Doors <sup>2</sup>	✓	✓	✓
• Corridor(s) <sup>3</sup>	✓	✓	✓
• Basic column grid/sizes	✓	✓	✓
• Expansion and seismic joints	✓	✓	✓
• Electrical closets	✓	✓	✓
• Equipment rooms	✓	✓	✓
• Signal and telephone closets	✓	✓	✓
• Mechanical shafts and space	✓	✓	✓
• Stair(s)		✓	✓
• Ramp(s)		✓	✓
• Elevator(s)	✓	✓	✓
• Automatic Conveyances	✓	✓	✓
Floor Plans/Drawings:			
• All floors (new and renovated)	✓	✓	✓
• Penthouse	✓	✓	✓
• Roof plan	✓	✓	✓
• Pipe basement	✓	✓	✓
• Pipe tunnel		✓	✓
• Reflected ceiling <sup>4</sup>		✓	✓
• Equipment floor plans 1:50 (1/4 inch) scale <sup>5</sup>		✓	✓
• Demolition plans <sup>6</sup>		✓	✓
Room names and numbers <sup>7</sup>		✓	✓
Program net/designed net	✓	✓	✓
Exterior dimensions/total building gross area	✓	✓	✓
Size and shape of all departmental functions and services <sup>9</sup>	✓	✓	✓
Exterior building elevations <sup>10</sup>	✓	✓	✓
Finish floor elevations <sup>11</sup>	✓	✓	✓
Door locations, sizes, and swings		✓	✓
Wall thickness and chase walls		✓	✓
Handrail location/dimensions		✓	✓
Fixed equipment		✓	✓
Equipment elevations and details			✓
Plumbing fixtures		✓	✓
Wheelchair accessible facilities		✓	✓

Architectural:	Schematics*	DD**	CD***
Wall sections <sup>12</sup>		✓	✓
Building sections <sup>13</sup>		✓	✓
Finish grades at corners, entrances, exits, platforms and ramps		✓	✓
Fire and smoke rated partitions <sup>14</sup>	✓	✓	✓
Lead-lined and radio-frequency-shielded partitions <sup>14</sup>		✓	✓
Fire extinguisher cabinets <sup>14</sup>		✓	✓
Spray-on fire proofing (see fire protection)			
Construction details <sup>15</sup>		✓	✓
Drafting symbols, abbreviations, and general notes		✓	✓
Door, window, and louver schedules			✓
Interior details, elevations, sections			✓
Finish schedule <sup>16</sup>		✓	✓
Graphics and signage <sup>17</sup>			✓
Color rendering			✓
Specifications		✓	✓
Lead abatement <sup>18</sup>	✓		
Lead abatement specification <sup>19</sup>			✓

\* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). A scale of 1:200 (1/16 inch) is acceptable for architectural floor layout if an entire floor cannot be shown on one sheet. Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

\*\* Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

\*\*\* Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

## B. NOTES:

1. Use lines between spaces to indicate the centerline of the partition (for schematics only).
2. Indicate doors with a slash mark.
3. Along the corridor, the line shall represent the corridor side of the partition.
4. Indicate ceiling mounted equipment, lighting fixtures, air diffusers, registers, tracks, and other significant elements.
5. Identify all equipment for each room. Indicate and coordinate all equipment with the Equipment Guide List (Program Guide 7610) and Activated Equipment List. Use VA standard symbols and notation to distinguish between contractor-

furnished and installed (CC), VA-furnished contractor-installed (VC), VA-furnished and installed (VV), VA-furnished with construction funds [VC(CF) and VV(CF)], and relocated (R) equipment. Equipment floor plans are not required for the offices, consultation rooms, classrooms, conference rooms, and waiting rooms within the above departments. Draw equipment details which are necessary for major decisions, though complete detailing is not required for this submittal.

6. Indicate existing finish schedule and notes on plan.
7. Label as required for schematic drawings. Coordinate new room numbering with medical center.
8. Use the same names on drawings as those used in the space program. Provide area figures in fractional form, e.g., 400/390. Indicate space provided, but not called for in the space program, as: -/390.
9. Label each service or activity listed in the Project Scope Data of the Design Program and indicate boundaries with a distinctive line. Include the activity code number (see Handbook 7610).
10. If the project requires exterior work, show all facades indicating massing, proposed fenestration and the building relationship to adjacent structures and the finish grade. Show all significant building materials, including their colors, any proposed roof top mechanical equipment, architectural screens, skylights, and stacks on the elevation drawings. If building is designed for future expansion (vertical and/or horizontal), delineate elevations with and without the future expansion. If project is an addition, show elevations of the existing building in sufficient detail to illustrate the relationship between the new and existing in terms of scale, material, and detail.
11. Define the relationship of the finish ground floor to finish grade at major entrances and docks.
12. Indicate construction including fire resistance rating, building materials and systems, and proposed sill and head heights of openings. Indicate both new and renovated areas on form provided by VA.
13. Define building configuration. Draw sections at the same scale as floor plans, normally 1:100 (1/8 inch). If the building abuts an existing structure, indicate in the section how the new floor elevations align with existing.
14. Identify psychiatric areas where special considerations are required to ensure the safety of patients (e.g. hard ceilings, safety glazing, etc.).
15. Indicate new building components and systems, such as window design, roofing system, special entryways, building "skin", and any special architectural elements for the project. Complete detailing of miscellaneous items is not required for this submission.
16. Indicate all building systems, materials, and future expansion, if applicable.
17. Submit a drawing for all which is part of the construction contract.
18. Provide square meters (feet) of lead paint and x-ray shielding to be removed.

19. Format provided in SPECIFICATIONS. If there is no VA master specification, develop contract specification that is in compliance with regulations of the Environmental Protection Agency.

**C. FIRE PROTECTION:** Submit the following:

Fire Protection:	Schematics*	DD**	CD***
Fire protection narrative: <sup>1</sup>			
• Fire and smoke separation	✓		
• Fire sprinkler/standpipe system	✓		
• Size of fire pumps	✓		
• Water supply available/max. demand	✓		
• Water flow testing results	✓		
• Fire alarm systems <sup>2</sup>	✓		
Existing to be modernized	✓		
Base loop system for interface of new construction	✓		
• Kitchen extinguishing systems	✓		
• Size of air handling unit	✓		
• Exit paths from each zone	✓		
• Distances to stairs	✓		
• Occupancy of each area	✓		
• Exit calculations for each floor	✓		
• Smoke control features	✓		
Floor Plans/Drawings: <sup>3 &amp; 4</sup>			
• Sprinkler zones	✓		
• Fire alarm zones	✓		
• Smoke zones	✓		
• Building water supply	✓		
• Interior sprinkler supply lines	✓		
• Standpipes	✓		
• Fire extinguisher cabinets	✓	✓	✓
• Fireproofing of structural members	✓		
• Sprinkler/standpipe riser supply piping		✓	✓
• Termination of sprinkler main and inspector test drains		✓	✓
• Sprinkler alarm valves		✓	✓
• Water flow and tamper switches		✓	✓
• Sprinkler system fire department connections		✓	✓

Fire Protection:	Schematics*	DD**	CD***
<ul style="list-style-type: none"> <li>Sprinkler design hazards per NFPA 13</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Exit signs and emergency lighting</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Occupied areas not protected by automatic sprinklers</li> </ul>		✓	✓
Calculations	✓	✓	✓
Estimated capacities for proposed air handling units in cubic meters (cubic feet) per minute		✓	✓
Location of:			
<ul style="list-style-type: none"> <li>Fire alarm system</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Enunciator panels</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Pull stations</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Flow switches</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Audio-visual devices</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Smoke detectors</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Duct smoke detectors</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Smoke dampers</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Fire dampers</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Fire alarm risers<sup>5</sup></li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Exit signs</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Emergency lighting</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Fire sprinklers</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Standpipes</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Fire hydrants</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Fire pumps</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Post indicator valves</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Sectional valves</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Fire extinguisher cabinets</li> </ul>		✓	✓
<ul style="list-style-type: none"> <li>Electromagnetic door hold open devices</li> </ul>		✓	✓
Wall sections indicating fire resistive ratings		✓	✓
Staff sleeping rooms		✓	✓
Excavation plan signage		✓	✓
Door and window schedule with fire rating or fire rated glazing			✓
Zoning of each fire alarm initiating device			✓
Details:			

Fire Protection:	Schematics*	DD**	CD***
• Fire pump system (capacity and pressure)			✓
• Elevation and isometric view of fire pump			✓
• Stairwell sign			✓
• Enunciator panel			✓
Interconnection of fire alarm system with:			
• Smoke dampers			✓
• Air handlers			✓
• Elevator controls			✓
• Kitchen fire extinguishing and fire pump system			✓
• HVAC system with smoke duct detectors			✓
Single line riser diagram for fire alarm system			✓
Height/configuration of storage racks and shelving			✓
Specifications			✓

\* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

\*\* Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

\*\*\* Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

### C. NOTES:

1. Indicate NFPA 220 and UBC fire resistive rating of the building, NFPA 101 occupancy type, and fire protection code analysis to access compliance with NFPA 101.
2. Determine type, features, age, reliability, compliance with present day codes, capacity, zoning, supervision, control panel and power supplies, initiating devices and circuits, and auxiliary functions for existing fire alarm system. Indicate manufacturer, model number, voltage, and wiring style of existing alarm systems and devices. Provide recommendations for the proposed fire alarm work.



3. Provide information to meet JCAHO requirements; e.g. location of all fire rated barriers, smoke barriers, exit signs, fire extinguishers, manual pull stations, smoke detectors, and sprinkler flow switches. Show all interim life safety measures such as temporary systems Fire Alarm, Sprinkler, and Smoke.
4. At DD Submission, add room names, room numbers, door locations and swings, smoke and fire rated partitions, sprinkler/standpipe risers to floor plans. Identify psychiatric areas on drawings so areas for institutional type heads are identified. Add location of all valves (post indicator, sectional) and backflow preventer if provided.
5. Show new equipment and/or the necessary changes involved if modification to the existing system is required. Include any recommendations where certain requirements of VA criteria might be waived, in order to allow the existing equipment to be reused.

**D. INTERIOR DESIGN:** Submit the following:

Interior Design:	Schematics*	DD**	CD***
Written interior design concept <sup>1</sup>	✓		
Illustrate overall design solution <sup>2</sup>	✓		
Material and finish samples	✓		
Sketches	✓		
Design solution for interior spaces:			
• Perspectives		✓	✓
• Plans		✓	✓
• Details		✓	✓
• Elevations		✓	✓
• Sections		✓	✓
• Way finding		✓	✓
• Floor patterns		✓	✓
• Wall patterns		✓	✓
• Lighting		✓	✓
• Signage		✓	✓
• Handrails		✓	✓
• Bumper guards		✓	✓
Specification section 09050		✓	✓
Finish schedule		✓	✓
Exterior colors and materials		✓	✓
Sample boards for interior and exterior materials, products, and finishes		✓	✓
Edited carpet and wall covering specifications		✓	✓
Specifications			✓
Keyed Finnish plans			✓

Interior Design:	Schematics*	DD**	CD***
Interior design details, elevations, and sections			✓

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\*\* Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

\*\*\* Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

#### D. NOTES:

1. Provide a document of data collected in interior design programming. Include collection and analysis of data from the VAMC project coordinator and interior designer. Data includes, but is not limited to the following: existing interior and exterior design and materials, light, safety, patient profile, customer's "vision" or desired image, public vs. private spaces, complete signage package, goals of customer, relationship to existing facilities, future expansion/renovation plans, regional influences, etc.

2. Discuss and illustrate the overall design solution for the primary areas of the project using marked-up floor plans, loose sketches, and material and finish samples. Use broad categories of materials, finishes, color palettes, patterns, textures, and scales. Separately group all major neutral background materials and finishes that will be used and discuss how they will be integrated with all other materials and finishes on the project. Include all primary and secondary corridors, typical patient and toilet rooms, lobbies, atriums, eating spaces, chapels, waiting rooms, and exam rooms. Show the relationship among departments and functions, and between public and private spaces.

#### E. STRUCTURAL: Submit the following:

Structural:	Schematics*	DD**	CD***
Three alternative structural systems for typical bays <sup>1</sup>	✓		
Supporting calculations <sup>2</sup>	✓	✓	✓
Cost estimates for each system <sup>3</sup>	✓		
Recommend preferred system	✓		
Column locations	✓		
Shear load resisting elements <sup>4</sup>	✓		
Boring location plan <sup>5</sup>	✓		
Structural plans <sup>6</sup>		✓	✓
Sections		✓	✓
Details		✓	✓

Structural:	Schematics*	DD**	CD***
Size/location of:			
• Columns		✓	✓
• Beams		✓	✓
Lateral load resisting elements		✓	✓
Load bearing walls		✓	✓
Slabs		✓	✓
Foundations		✓	✓
Elevations			✓
Schedules			✓
General notes			✓
Boring logs			✓
Subsurface investigation report			✓
Estimated quantity of rock			✓
Specifications			✓

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\*\* Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

\*\*\* Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

#### **E. NOTES:**

1. When only one structural system is possible due to other project requirements, include an explanatory statement and submit only that structural system.
2. Include vertical and lateral load design for CD submission.
3. Include foundation and fireproofing.
4. Indicate existing utilities and structures within, adjacent, or contiguous to the new construction.
5. Upon approval of the subsurface investigation criteria, submit qualifications of at least three consultants being considered for the work together with the proposal of the consultant recommended as most qualified.
6. If there is only a CD submission, provide a Structural Engineering Analysis Submission within six weeks from the notice to proceed including sketches, calculations, and cost estimates of three alternative structural systems for typical bays, boring location plan for subsurface investigation, and consultant qualifications. For vertical expansion projects, analyze existing structure for structural feasibility.

**F. PLUMBING:** Submit the following:

Plumbing:	Schematics*	DD**	CD***
Narrative:			
• Existing plumbing systems to be used and necessary modifications	✓	✓	✓
• New plumbing systems	✓	✓	✓
• New or modified water treatment	✓	✓	✓
Floor Plans/Drawings:			
• Room names	✓	✓	✓
• Identify			
Existing plumbing fixtures w/VA numbering system	✓	✓	✓
New plumbing fixtures w/VA numbering system	✓	✓	✓
Existing equipment	✓	✓	✓
New equipment	✓	✓	✓
New medical gas outlets		✓	✓
New laboratory gas outlets		✓	✓
Plumbing piping	✓	✓	✓
• Size of pipe		✓	✓
• Equipment schedule		✓	✓
• Fire & smoke partitions	✓	✓	✓
• Demolition plans		✓	✓
• Riser diagrams			✓
• Legend, notes, and details			✓
Location and size of sprinkler riser, standpipes, and fire pumps (see fire protection)		✓	✓
Location of emergency eyewash and shower equipment		✓	✓
Calculations (equipment & piping)		✓	✓
List of Required Contract Specifications		✓	
Contract Specifications			✓

**F. PLUMBING (cont.):**

\* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch).

\*\* Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics phase.

\*\*\* Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase. Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch).

**G. SANITARY:** Submit the following:

Sanitary:	Schematics*	DD**	CD***
Narrative:			
• Existing sanitary systems: underground water, sanitary sewers, storm sewers, & fuel gas with sources, disposal methods, storage pressures, condition, etc.		✓	✓
• New sanitary systems	✓	✓	✓
• Provide water analysis & expected yield if well required	✓	✓	✓
• Circulation study to assess emergency vehicle access	✓	✓	✓
Install test well, if well is required.	✓		
Utility Plans/Drawings showing existing and new sanitary systems:			
• Size of pipes	✓	✓	✓
• Invert elevations of sewers	✓	✓	✓
• Locate/size			
Pumps	✓	✓	✓
Storage facilities	✓	✓	✓
Treatment equipment	✓	✓	✓
Fire hydrants		✓	✓
Sectional and post indicator valves		✓	✓
Backflow preventer		✓	✓
• Areas of new irrigation system	✓		
• New irrigation system			✓
• Profiles of sanitary & storm sewers			✓

Sanitary:	Schematics*	DD**	CD***
• Demolition Plans		✓	✓
• Legend, notes, and details			✓
Point of connection to sprinkler system	✓	✓	✓
Calculations		✓	✓
List of specifications		✓	
Contract Specifications			✓

**G. SANITARY (cont.):**

\* Submit utility drawings at same scale as provided for Site Development drawings.

\*\* Submit utility drawings at same scale as provided for Site Development drawings, incorporating all of the revisions required by comments from the schematics phase.

\*\*\* Submit utility drawings at same scale as provided for Site Development drawings, incorporating all of the revisions required by comments from the design development phase. Submit legend, notes, and details at a scale not less than 1:100 (1/8 inch).

**H. HVAC:** Submit the following:

HVAC:	Schematics*	DD**	CD***
Description of HVAC systems	✓		
Equipment for each functional space	✓		
Life cycle cost analysis <sup>1</sup>	✓		
Tentative location/sizes:			
• Mechanical equipment room	✓		
• Principal vertical shafts	✓		
Block layout of equipment	✓		
Louvers: <sup>2</sup>			
• Outside air	✓	✓	✓
• Exhaust air	✓	✓	✓
• Relief air	✓	✓	✓
Engineering calculations <sup>3</sup>	✓	✓	✓
Selection of HVAC equipment		✓	✓
Catalog cuts of equipment		✓	✓
Room by room heating and cooling loads		✓	✓
Zone by zone heating & cooling loads		✓	✓
Building block heating & cooling loads		✓	✓
Tabulation of steam consumption		✓	✓
Psychometric chart for air handling unit		✓	✓
Coil entering and leaving conditions		✓	✓
Fan motor heat gains		✓	✓
Consumption of humidification loads		✓	✓
Sound/acoustic analysis		✓	✓
Room-by-room air balance charts <sup>4</sup>		✓	✓
Chilled water plant: <sup>5</sup>			

HVAC:	Schematics*	DD**	CD***
• Quantity and type of chillers		✓	✓
• Capacity in tons of refrigeration		✓	✓
• Electrical equipment		✓	✓
Heating system:			
• Total heating load		✓	✓
• Domestic hot water load		✓	✓
• Humidification load		✓	✓
• Equipment steam demand		✓	✓
• Zoning of heating system		✓	✓
HVAC floor plan: <sup>6</sup>			
• Main supply, return and exhaust ductwork		✓	✓
• Volume dampers		✓	✓
• Fire and smoke partitions		✓	✓
• Fire and smoke dampers		✓	✓
• Smoke detectors		✓	✓
• Automatic control dampers		✓	✓
• Air quantities for each room		✓	✓
• Air inlets/outlets		✓	✓
• Rises and drops in ductwork		✓	✓
• Expansion loops		✓	✓
• Anchors		✓	✓
• Vales		✓	✓
• Drip assemblies		✓	✓
• Balancing fittings		✓	✓
Interconnection of HVAC equipment with fire protection equipment (see fire protection)		✓	✓
Plan/section of mechanical equipment rooms		✓	✓
Schematic flow and riser diagrams <sup>7</sup>		✓	✓
Schematic control diagrams <sup>8</sup>		✓	✓
HVAC demolition drawings		✓	✓
Phasing plan		✓	✓
Equipment schedule		✓	✓
Seismic bracing		✓	✓
VA symbols and abbreviation		✓	✓
Selection of			
• Pumps			✓



HVAC:	Schematics*	DD**	CD***
• Fans			✓
Sizing and selection of			
• Expansion tanks			✓
• Steam to hot water convertor			✓
• Heat exchangers			
Sound analysis			✓
Complete selection data			✓
Outside chilled water and condenser water distribution <sup>9</sup>			✓
Standard detail drawings			✓
Automatic temperature control drawings <sup>10</sup>			✓
HVAC specifications			✓

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\*\*\* Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

## H. NOTES:

1. Provide specific design recommendations and full back-up data. Include the heating and cooling capacities of each functional area and the block cooling and heating loads for each new and/or existing building.
2. The locations of these louvers must not allow short circuiting of air from emergency generator exhaust or truck waiting and loading dock areas into air intake etc. Consider factors affecting louver location such as visibility, historical considerations, wind direction, nuisance and health hazard odors (from emergency generator or truck exhausts).
3. Include room-by-room, peak zone-by-zone, and building block heating and cooling loads. Provide a tabulation of steam consumption based on data from all sources. Show correlation between each HVAC zone boundary and architectural floor area correlation between the architectural room numbers and abbreviated/coded room numbers used with computer input data sheets.

4. Show supply, return, exhaust, make-up, and transfer quantities with intended pressure relationships, i.e. positive, negative, or zero with respect to adjoining spaces.
5. Provide pertinent data on accessories such as pumps and cooling tower etc. Show the extent of the outside chilled water and condenser water piping. Clearly show how the piping will be laid in tunnels, trenches, or by direct burial.
6. Show ceiling clearances, at locations where ducts cross each other, by providing 1:50 (1/4 inch) scale local sections. Show all ductwork, and piping 150 mm (6 inch) and larger in double line. Show separate floor plans for air distribution and piping unless waived by VA. Show clearances required for access and maintenance with coil and tube pull.
7. Show typical air handling systems and all hydronic systems with existing capacities and new estimated loads. Verify actual operating conditions and capacities of HVAC systems prior to design.
8. Show control devices, such as, thermostats, humidistat's, flow control valves, dampers, freezestats, operating and high limit sensors for all air systems and fluids, smoke dampers, duct detectors etc. Provide a written description of the sequence of operation on the floor plans. Detail the scope of work involved with the Central Engineering Center (ECC) and address if enough spare capacity is available or a new ECC is required. Show a point schedule for analog/digital input/output to be included in ECC.
9. Show pipe sizes and insulation with plans, profile, sections, details, and all accessories, such as, anchors, expansion loops/joints, valves, manholes, capped and flanged connections, interface between the new and existing work (if any). Clearly indicate interferences (if any) with the existing utilities and/or landscape elements on outside piping layout drawings. Show rerouting any utilities, cuttings of roads, pavements, trees, etc., and the extent of new and demolition work. Outside utility drawings shall be based on the study of the latest site drawings, discussions with engineering personnel, and actual site inspection of the existing utility.
10. Show all duct detectors, control valves/dampers static pressure sensors, differential pressure control assemblies, etc., whose actual physical location is critical for the intended sequence of operation on floor plans.

**I. ELECTRICAL:** Submit the following:

Electrical:	Schematics*	DD**	CD***
Narratives:			
• Design <sup>1</sup>	✓		
• Life cycle analysis for electrical systems	✓		
Location and size of:			
• Electrical equipment <sup>2</sup>	✓		
• Electric closets <sup>3</sup>	✓		
• Telephone closets <sup>3</sup>	✓		
• Signal closets <sup>3</sup>	✓		
• Electrical distribution equipment			
Drawings showing:			
• Electrical plot plan of existing and proposed underground power (including manholes)	✓	✓	✓
• Telephone systems	✓	✓	✓
• Signal inter-building systems	✓	✓	✓
• Proposed electrical system <sup>4</sup>	✓	✓	✓
• Electric symbols	✓	✓	✓
• Lighting fixture schedule	✓	✓	✓
• Emergency Life Safety Equipment (see fire protection)			
• Symbols, note, abbreviations		✓	✓
List of specialty areas	✓		
Method of short-circuit calculations	✓		
Method of voltage drop and demand calculations	✓		
Utility company correspondence	✓		
Utility company requirements		✓	✓
Load calculations for normal & emergency use	✓	✓	✓
Drawings:			
• Lighting layouts		✓	✓
• Power layouts		✓	✓
• Signal layouts		✓	✓
• Specialty area layouts		✓	✓
• Demolition plans		✓	✓
Riser diagrams		✓	✓
Branch circuit wiring (typ.)		✓	✓

Electrical:	Schematics*	DD**	CD***
Location and size of:			
• Primary distribution switchgear/switchboard		✓	✓
• Engine-generator sets		✓	✓
• Substation/pad mounted transformer		✓	✓
• Manholes		✓	✓
Location of smoke dampers and duct smoke detectors			✓
Interconnection of electrical control equipment with HVAC equipment (see fire protection)			✓
Smoke partitions and fire alarm zones	✓	✓	✓
Fire alarm and signal riser diagrams (see fire protection)		✓	✓
Calculations for emergency generator(s)		✓	✓
Phasing scheme		✓	✓
Electrical details			✓
Specifications			✓

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#### **I. NOTES:**

1. Include basic assumptions, points of interconnection, impact of new construction to existing electrical distribution system, current demand loading (high voltage switchgear and primary feeder), and projected load of new construction. Propose various feasible electrical systems for project and provide advantages/disadvantages.
2. Include means and clearances for installation, maintenance, and removal/replacement of equipment.
3. Electrical, signal and telephone closets must stack vertically.

4. Include high voltage and low voltage switchgear, transformers and low voltage main and/or distribution panels, branch panels and methods of feeding 277/480 volt and 120/208 volt normal and emergency panels.

**J. EQUIPMENT:** Submit the following:

Equipment:	Schematics*	DD**	CD***
Equipment (on architectural drawing)	✓	✓	✓
Activation Equipment List (Excel format)		✓	✓
Specifications			✓

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**K. STEAM GENERATION:** Submit the following:

Steam Generation:	Schematics*	DD**	CD***
Report on new and existing steam loads <sup>1</sup>	✓		
Life-cycle cost analysis of steam supply alternatives	✓		
Analysis of alternate plant locations	✓		
Life-cycle cost analysis for alternative types of equipment	✓		
Life-cycle cost analysis for heat recovery alternatives	✓		
Data on emissions regulations	✓		
Data on methods of compliance	✓		
Selection of major equipment	✓		
Plot plan with new and existing plant locations	✓		
Fuel related storage and handling facilities	✓		
Alternate plan view layouts of new and existing plant	✓		

Steam Generation:	Schematics*	DD**	CD***
Plot plan of steam generating facility <sup>2</sup>		✓	✓
Catalog cuts on equipment from two manufacturers		✓	✓
Plans/sections/locations of:			
• Equipment		✓	✓
• Major piping		✓	✓
• Pipe supports		✓	✓
Demolition		✓	✓
Schematic flow diagrams of all piping systems		✓	✓
Calculations:			
• Equipment sizing	✓	✓	✓
• Major piping systems		✓	✓
• Steam load		✓	✓
• Control and regulating valve		✓	✓
• Flowmeter systems		✓	✓
• Steam trap		✓	✓
• Heating and ventilating system		✓	✓
• Steam piping		✓	✓
Schedules		✓	✓
Equipment lists		✓	✓
Verification of emission regulations		✓	✓
List of standards and details		✓	
Specifications		✓	✓

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#### K. NOTES:

1. Include maximum and minimum summer and winter demands and total annual production. Provide break-down of new steam loads into categories of end use such as building heating, humidification, reheat, domestic hot water, sterilization, line losses, kitchen, and laundry.
2. Show boilers, pumps, heat recovery devices, tanks, and emission control devices.

**L. STEAM DISTRIBUTION (OUTSIDE):** Submit the following:

Steam Distribution (Outside):	Schematics*	DD**	CD***
Estimate steam and condensate loads	✓	✓	✓
Life-cycle cost analysis of steam distribution system	✓		
Calculations of pipe sizing	✓	✓	✓
Steam distribution plot plan	✓	✓	✓
Existing underground utilities			
Soil conditions report	✓	✓	✓
Performance requirements for steam traps		✓	✓
Calculate pipe stress		✓	✓
Select expansion facilities for piping		✓	✓
Location of:			
• Manholes		✓	✓
• Pipe expansion devices		✓	✓
Profile drawings including existing utilities		✓	✓
Plan views/sections/dimensions for major piping, pipe layout and pipe supports of:			
• Manholes		✓	✓
• Trenches		✓	✓
• Tunnels		✓	✓
Demolition Plans		✓	✓

\* Submit outside steam generation plans at an appropriate scale to show all work involved.

\*\* Submit outside steam generation plans at same scale as topographic/utility survey incorporating all of the revisions required by comments from schematics.

\*\*\* Submit fully dimensioned, complete, and coordinated outside steam generation plans incorporating all revisions required by comments from the design development phase.

**M. SOLID WASTE DISPOSAL SYSTEM INCLUDING INCINERATION:**

Submit the following:

Solid Waste Disposal System Including Incineration:	Schematics*	DD**	CD***
Incineration report including: 1. amount and type of waste (new & existing) 2. emissions regulations and types of emissions controls required 3. life-cycle cost analysis on alternatives for waste disposal 4. calculations of equipment sizing and description of types of equipment 5. viable alternatives for waste disposal	✓		
Evaluation of capability of existing incinerator	✓		
Complete description of existing processing system	✓		
Tests to determine remaining service life and capacity of system	✓		
Plot plan with new plant location and location of existing plant	✓		
Plan view layout of new system or existing system showing new equipment location	✓		
Load calculations on amount and types of waste		✓	✓
Plot plan with location of new processing system		✓	✓
Plans/sections showing locations of:			
• Equipment			
• Major piping		✓	✓
Demolition		✓	✓
Catalog cuts (2 min.) of equipment selections		✓	✓
Emissions control devices		✓	✓
Schedules		✓	✓
Equipment lists		✓	✓
List of standards to be furnished later		✓	✓
List of special details to be furnished later		✓	✓



Solid Waste Disposal System Including Incineration:	Schematics*	DD**	CD***
Verification of applicable emissions regulations affecting design or operation			✓
Specifications			✓

\* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

\*\* Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

\*\*\* Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

**N. AUTOMATIC TRANSPORT:** Submit the following:

Automatic Transport:	Schematics*	DD*	CD*
Automatic transport systems (ATS):			
• Narrative w/ recommended improvements for exiting system	✓	✓	✓
• Traffic study including existing and proposed ATS w/ alternate methods of distribution	✓	✓	✓
Changes to existing systems (arch. dwgs.)		✓	✓
Hoistway (arch. dwg.)		✓	✓
Machine room vents (arch. dwg.)		✓	✓
Type of ventilation (mech. dwg.)		✓	✓
Electrical requirements (elect. dwg.)		✓	✓
Drawings: <sup>1, 2, &amp; 3</sup>			
• Automatic Transport Systems		✓	✓
• Elevators		✓	✓
• Dumbwaiters		✓	✓
• Other ATS systems		✓	✓
Sizes/dimensions/details:			
• Hoistway enclosures		✓	✓
• Pits		✓	✓
• Pit ladders		✓	✓
• Machine area ladder and railings		✓	✓
• Entrances		✓	✓

Automatic Transport:	Schematics*	DD*	CD*
• Machine rooms		✓	✓
Locations/dimensions:			
• Elevator cars		✓	✓
• Entrances		✓	✓
• Counterweights		✓	✓
• Trap doors		✓	✓
Location of hoistway vents		✓	✓
Location of steel hoisting beams		✓	✓
Size of machine beams		✓	✓
Size of end reactions		✓	✓
Location/detail of machine beam pockets		✓	✓
Rail loadings		✓	✓
Hydraulic elevator piston pit loads		✓	✓
Details			
• Hoistway entrances for elevators		✓	✓
• Cartlifts		✓	✓
• Dumbwaiters		✓	✓
• Trash chutes		✓	✓
• Linen chutes		✓	✓
• ETVS		✓	✓
Elevator machine room equipment layout		✓	✓
Interface with automatic recall and shutdown (see fire protection)			✓
Specifications		✓	✓

\* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

\*\* Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

\*\*\* Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

## N. NOTES:

1. Include tracking, piping, battery charging areas, blower rooms, queuing areas, cart holding areas, cart washer, central control area, and floor or wall

recessed transport control units. Indicate architectural features in areas to be utilized for these systems. Indicate on architectural drawings all the major equipment located in machine rooms, secondary levels, pits, and the areas pertaining to ATS, AGVS and ETVS.

2. Indicate changes required on the architectural drawings where existing transport systems are retained and modified to serve new and existing areas.
3. Provide all electrical criteria (per basic electrical notes and Automatic Transport Design Manual) on electrical drawings.

**O. ASBESTOS ABATEMENT:** Submit the following:

Asbestos Abatement:	Schematics*	DD**	CD***
Asbestos abatement report including: 1. Summary results of building records 2. Summary results of station personnel interview 3. determination of materials known to contain asbestos 4. visual inspection of building to determine location and condition of asbestos 5. sample strategy on the extent of asbestos present	✓		
Name and location of qualified laboratory for sample analysis	✓		
Asbestos abatement drawing		✓	
Major Decontamination Areas showing: 1. Limits of sealing off the location 2. Quantities of asbestos material 3. Arrangements for auxiliary rooms 4. Engineering of negative air systems 5. Path of asbestos to loading platform 6. Location and connection to required utilities		✓	
Minor Decontamination Areas showing: 1. location, type, and length of pipe element to be abated by "Glove and Bag" approach 2. Other abatement features		✓	
Summary of: <sup>1</sup>			
• Square meter (feet) of floor space for abatement		✓	✓

Asbestos Abatement:	Schematics*	DD**	CD***
• Total linear and square meter (feet) of asbestos to be abated		✓	✓
• Total cost of abatement <sup>2</sup>		✓	✓
Asbestos abatement drawings including: 1. restoration of impacted building sub-systems 2. integrated phasing on execution of abatement			✓

\* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

\*\* Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

\*\*\* Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

#### O. NOTES:

1. Include any cost for decontamination of equipment and fixtures in the proposal.

#### P. SPACE PLANNING

	Schematics	DD	CD
Space-Accounting Summary Table	✓ <sup>1</sup>	✓ <sup>2</sup>	✓ <sup>3</sup>

#### P. NOTES:

1. Provide a tabular table with columns entitled Departmental Function, H-7610 Requirements, Approved Space Program [Net Square Meters (Net Square Feet)], Variance Between H-7610 and Approved Space Program, Departmental Conversion Factor, Planned Departmental Gross Square Meters (Feet); column totals; and a Total Project Net to Gross Factor. Also, list separately the area required for additions to the program, unassigned space, major circulation (inter-departmental corridors, stairs, elevators), major mechanical and electrical spaces, exterior walls, connecting corridors to other buildings, space for future mechanical system expansion, and similar special requirements.

2. Update table. Justify in writing substantial deviations from the approved space program.
3. Update table.

**Q. CRITICAL PATH METHOD (CPM):** Submit the following:

Critical Path Method (CPM) <sup>j</sup> :	Schematics	DD	CD
Phasing Narrative	✓	✓	✓
Phasing Plans (on reduced site plans)	✓		
Phasing Diagram	✓		
Phases (marked on full size drawing)	✓		
Written list of systems <sup>1</sup>	✓	✓	✓
Phasing Diagram (drawn on Phasing Plan) <sup>1</sup>		✓	✓
CPM Phasing Plans (full size contract drawings) <sup>2</sup>		✓	✓

**O. NOTES:**

1. Include temporary system by phase, and separate by technical discipline.
2. One drawing may reflect several reduced site plans.

**R. ESTIMATING:** Not Applicable:

**S. SPECIFICATIONS**

	Schematics	DD	CD
Specifications (All Disciplines)		✓ <sup>1, 2, &amp; 3</sup>	✓ <sup>4 &amp; 5</sup>

1. Submit for all technical disciplines the original VA Master Specification section drafts marked-up with pencil showing the editing for the project. Clearly identify modifications, deletions and insertions. Assure the specification drafts have been edited and tailored in their application to represent accurate coordination between drawings and specifications.
2. When no VA Master Construction Specification exists for a "unit of work", prepare the specification section consistent with VA Master Construction Specifications format.
  - a. Use generic or non-proprietary specifications describing the minimal acceptable product criteria level where no "Standard" exists to define quality and workmanship levels.
  - b. Use applicable "Standards" to define quality and workmanship when these publications exist. List complete designation and title of each

publication used in Part 1; follow format in VA Master Construction Specifications for Applicable Publications.

4. Type specifications in final format and content including any desk copy changes made by the VAMC staff at the previous review. Submit a complete set of the typed specifications for review. Include one set of full size final drawings of all disciplines, fully coordinated.

#### **T. FINAL DOCUMENTS**

- a. Place the seal of the Registered Architect, Registered Landscape Architect, and Professional Engineer responsible for the design on the Construction Documents.

### **III. DISTRIBUTION OF A/E MATERIAL**

#### **A. SYMBOL IDENTIFICATION OF CONTRACT DRAWINGS**

- AS** - Architectural Drawings (Numbered Only)
- HA** - Asbestos Removal Drawings
- BI** - Boring Log Drawings
- ES** - Electrical Drawings
- FA** - Fire Protection Drawings
- MH** - Heating, Ventilating, and Air Conditioning Drawings
- PL** - Plumbing Drawings
- GS** - Site Development and Environmental Drawings
- CU** - Sanitary and Irrigation Drawings
- MU** - Steam Distribution Drawings
- MP** - Steam Generation Drawings
- SS** - Structural Drawings

#### **B. GENERAL NOTES**

1. Bond prints shall be full-sized or half-size as required.
2. Bind all drawings into sets in the order of their above classification symbol.
3. All submitted specifications shall be original, unbound, and marked-up VA Master Specifications. Where no VA Master Specification is available, submit a developed specification.
4. Submit all materials, packaged and clearly marked by discipline, to the VA's Contracting Officer. However, where a small amount of material is submitted, the drawings may be packaged together for all disciplines as long as the drawings are separated and tagged with the discipline name. Other material may also be consolidated provided they are labeled and can easily be identified and separated.

## Distribution of Material

### Schematic Submission:

VA Medical Center (VAMC)	Appropriate Network Office*
2 complete set (Full Size)	N/A
1 complete set (Half Size)	

### Design Development Submission:

VA Medical Center (VAMC)	Appropriate Network Office*
2 complete set (Full Size)	N/A
1 complete set (Half Size)	

### Construction Documents Submission:

VA Medical Center (VAMC)	Appropriate Network Office*
2 complete set (Full Size)	N/A
1 complete set (Half Size)	

\*Network Office will coordinate the necessary review with the responsible safety and fire protection person in their network.