

<b>SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NO.  VA248-16-R-0046	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  12-10-2015	PAGE OF PAGES  1 113
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.   CODE	5. REQUISITION/PURCHASE REQUEST NO.   Y	6. PROJECT NO.  675-16-601
7. ISSUED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8)  8875 Hidden River Pkwy Suite 525 Tampa FL 33637	8. ADDRESS OFFER TO  See blocks 7 and 9	
9. FOR INFORMATION CALL:	A. NAME Tiffany Garfield	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 813-631-2818

**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):

Project Title: Re-Seal & Re-Stripe Parking Lot A, B and K at Lake Baldwin Campus, VA Medical Center, Orlando, FL 32803  
 Project No: 675-16-601  
 Project Location: Orlando VA Medical Center, 5201 Raymond Street, Orlando, FL 32803  
 Contracting Officer (CO): Tiffany Garfield; Phone - 813-631-2818; Email - tiffany.garfield@va.gov

Description: This is a 2 Phase Design/Build (DB) project which shall repair all damaged asphalt and to re-seal and re-stripe parking lots A, B, and K at the Lake Baldwin Campus as per VA standards and other applicable standards.

Service Disabled Veteran Owned Small Business (SDVOSB) Program:  
 The acquisition is Set-Aside under the SDVOSB program. The prospective contractor is cautioned that any proposal submitted to this solicitation must meet the criteria identified by 38 CFR Part 74. Any person, persons or business entity suspected of misrepresenting itself for the purpose of securing a government contract may be criminally investigated and prosecuted for fraud against the United States of America. Parties found misrepresenting their status also risk debarment from government procurements.

Please reference the attached documents for further proposal submission information.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>345</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:

- A. Sealed offers in original and email 1 copy copies to perform the work required are due at the place specified in Item 8 by 12:00pm (hour) local time 1-15-2016 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee  is,  is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**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	Phase I - Technical ONLY - No Pricing Submitted
	Phase II - Technical and Pricing - \$

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 checked="" type="checkbox"/> 38 U.S.C. 8127(c)
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26. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) 8875 Hidden River Pkwy Tampa FL 33637	CODE 00248	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: FAX:
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**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.
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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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## SCHEDULE

### A.1 GENERAL PROPOSAL INFORMATION

#### **GENERAL PROPOSAL INFORMATION – DESIGN BUILD**

**NOTE: Contractors shall not submit Phase II proposals until directed to do so by the Contracting Officer**

- 1. Service Disabled Veteran-owned Small Business Verification:** This requirement is 100% set aside for verified Service Disabled Veteran Owned Small Business (SDVOSB). The award of this requirement shall not be delayed due to loss of SDVOSB verification. Proposals submitted by non-verified SDVOSB's will be excluded from evaluation and award consideration.
- 2. Offer Acceptance Period:** Offers providing less than **120** calendar days for Government acceptance after the date offers are due may not be considered and may be rejected.
- 3. Work Effort:** This project is a Design Build Effort: The contractor shall develop project design documentation including drawings, specifications, design analysis, etc. Upon completion of design, and upon acceptance by the Government, construction execution shall commence and be completed in accordance with contract requirements.
- 4. RFP Issue Date: 10 Dec 2015**
- 5. Site Visit:** An organized site visit is scheduled for Phase I. The Phase II site visit to be determined (TBD) later in Phase II.

**Phase I Site Visit: Date: 16 Dec 2015                      Time: 1:00 P.M. EST**

Location: Orlando VA Medical Center, Engineering Conference Room

**Phase II Site Visit: TBD**

Contact Richard Stallings and Tiffany Garfield by email: [Richard.stallings@va.gov](mailto:Richard.stallings@va.gov) and [tiffany.garfield@va.gov](mailto:tiffany.garfield@va.gov) to confirm your attendance.

**6. Requests for Information (RFIs): Due Date: NLT 6 Jan 2016, 12:00 pm EST.**

**Note:** RFI's will not be accepted after due date.

RFI's should be submitted to the contracting officer's e-mail address as follows: [tiffany.garfield@va.gov](mailto:tiffany.garfield@va.gov). Responses will be provided in a question and answer format in coordination with the COR. **Subject Line of the RFI e-mail should include "RFI #1, VA248-16-R-0046 and Company Name".**

**7. Design Build (DB) Proposal Due Date:** Proposals are due as follows:

**PHASE I Proposal:** Due Date: **15 Jan 2016, 12:00 PM EST by email to [tiffany.garfield@va.gov](mailto:tiffany.garfield@va.gov).**

The VA has a limit on what the Meg size. The size of your file shall not exceed 5 Meg. If you have multiple documents, please submit as separate emails. Proposals received after that time will not be considered.

**DB PHASE II Proposal:** Due date will be announced by email to those Offerors invited to participate.

**8. Offer Guarantee (Bid Bond):** (An offer guarantee is required for offers requested to participate in Phase II only). Per FAR Clause 52.228-1-Bid Guarantee, the amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less. NOTE: A scanned copy of the original is acceptable with the original sent by mail.

**9. Magnitude of Construction:** Pursuant to [FAR 36.204\(d\)](#) the following is provided: The magnitude of construction is between \$500,000 and \$1,000,000. This is the estimated range for Design and Construction as defined by Design Build.

**10. Proposal Requirements:** For Phase 1, only Technical Proposals are required. Offerors shall not submit Phase II proposals unless requested by the Contracting Officer. For Phase II, Technical and Price Proposal are required from offerors who have been asked to submit Phase II proposal.

**11. North American Industry Classification (NAICS code:** The applicable NAICS code for this procurement is 238990 (All Other Specialty Trade Contractors). The Small Business size standard is \$15 Million.

**12. Wage Determination (WD):** To be provided under Phase II.

**13. Period of Performance:** The contractor shall begin performance within 10 calendar days and complete design and construction within 345 calendar days for Item 1 after receiving the notice to proceed. See offer schedule for deduct alternates.

## A.2 PROPOSAL PREPARATION AND EVALUATION

### PROPOSAL PREPARATION AND EVALUATION INFORMATION

#### Two-Phase Design-Build Selection and Evaluation Procedures

This part describes the mechanism for evaluating and selecting offers for this two-phase design-build procurement for Project No. 675-16-601, RE-Seal & Re-Stripe Parking lot A, B and K, VA Medical Center, Orlando, FL 32803.

#### 1. General Procedures

- A. This solicitation addresses both the Phase 1 and Phase 2 proposal requirements.
- B. The Phase 1 proposals will be evaluated to determine which offerors will be invited to submit Phase 2 technical and cost proposals.
- C. *The intent is to have the top-FIVE (5) rated firms from the Phase 1 proposal review offer Phase 2 proposals.*
- D. *Do not submit a pricing with the Phase 1 proposal.*

#### 2. PHASE 1- Proposal Preparation and Submission Instructions:

will **Technical Proposal Format:** Technical Proposal shall address all information requested and then be evaluated against the stated factors. The following format shall be used:

#### TECHNICAL PROPOSAL

##### TAB A. General Information

- Cover Page with Solicitation Number, Project Title
- Table of Contents
- Signed offer/Acknowledgement of Amendments (SF1442)
- Copy of current vetBiz.gov SDVOSB certification
- DUNS Number
- Cage Code
- Tax ID number

- Principle points of contact, address, phone numbers, etc.

TAB B: Technical Approach

TAB C: Technical Qualifications

TAB D: Relevant and Recent Past Performance

TAB E: Project Planning/Safety

### 3. Phase 1 Evaluation Factors and Proposal Requirements :

Phase I Proposal shall include:

- **Factor 1: TECHNICAL APPROACH (Tab B)**
  - Discuss your **overall strategy** for successfully completing this project to include disruption mitigation.
    - Narrative - 10 page maximum
- **Factor 2: TECHNICAL QUALIFICATIONS (Tab C)**
  - **Sub Factor 2 (a): SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE**
    - Discuss your **specialized experience and technical competence**, as it relates to this project
    - Narrative – 10 page maximum
  - **Sub Factor 2(b): OVERALL CAPABILITY**
    - Submit an organizational chart
    - Include a narrative which describes the **relevant experience** of:
      - Firm's key personnel and experience, to include at least:
        - Project Manager
          - Similar projects worked on
          - Education and /or Certification (s)
        - Field Superintendent
          - Similar projects worked on
          - Education and/or Certification (s)
        - Other Relevant Firm Employees
          - Similar projects worked on
          - Education and/or Certification (s)
        - Narrative – 10 page maximum, excluding the organizational chart

- Overall Team-Discuss the planned use of:
  - Subcontractors
    - Key trades to be subcontracted
    - Proposed subcontractors, if firms already determined
    - Similar projects worked on
  - Architect-Engineering (A-E) Firm
    - SF 330s of key A-E personnel, if A-E firm is already determined
    - Similar projects worked on
  - Other Consultants
    - Similar projects worked on
  - Narrative-10 page maximum, excluding A-E SF 330s

• **Factor 3: RELEVANT AND RECENT PAST PERFORMANCE (Tab D)**

- Discuss the **relevant and recent past experience** as a complete Design-Build team :
  - Discuss a minimum of one (1), but no more than three (3) projects
  - Preferable to discuss similar type projects in excess of \$500,000
  - Preferable that that the projects occurred within the last five (5) years, to include ongoing project
  - Narrative-10 page maximum

• **Factor 4: PROJECT PLANNING/SAFETY (Tab E)**

- Describe your plan for phasing this project
- Approach to construction safety and infection control.
- Narrative-5 page maximum, excluding the EMR documentation

**Phase 1 Evaluation and Selection Criteria:**

Phase 1 proposals will be evaluated as follows:

A. Factors 1 thru 4, as described above, will be rated using an adjectival rating system. Each factor response will be reviewed and assigned an adjectival rating

A. For evaluation purposes, each technical factor is equal in importance.

**4. Phase 2 Proposal Preparation and Submission:**

**OFFERORS ARE NOT TO SUBMIT A PHASE 2 PROPOSAL UNLESS INVITED TO DO SO.**

The following format shall be used:

**PRICE PROPOSAL**

**TAB A: General Information:**

- 1) Cover Page with Solicitation Number, Project Title
- 2) Table of Contents
- 3) Signed offer/Acknowledgement of Amendments (SF1442)

**TAB B: Price Breakdown:** The following cost elements shall be addressed:

- 1) Labor (Direct & Indirect),
- 2) Materials, Material Markups, Materials overhead,
- 3) Equipment
- 4) Subcontractor Cost
- 5) Other Direct Costs
- 6) Overhead expenses
- 7) Indirect Cost
- 8) General & Administrative (G&A) expenses
- 9) Profit

\*\*\*Price breakdown to include a detailed line item breakdown of all G&A expenses inclusive of all Project Staff and General Requirements OF THE PRIME CONTRACTOR and shall be indicative of the 25% of contract performance that will be incurred for SDVOSB personnel in accordance with VAAR 852.219-10.\*\*\*

The Government will evaluate price based on the total price. Total price consists of the basic requirement may include alternate bid items such as, deductive, or options. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- a) Comparison of proposed prices received in response to the RFP.
- b) Comparison of proposed prices with the IGE.
- c) Comparison of proposed prices with available historical information.
- d) Comparison of market survey results.

**TAB C: Phase 2 TECHNICAL PROPOSAL**

**Factor 1 – Re-Sealing & Re-Striping**

- Describe your approach for re-sealing & Re-Striping the parking lots
  - Narrative - 5 page maximum
- Provide submittals for asphalt and any key components
  - Four (4) total copies of each submittal

## **Factor 2 –MODIFICATION/REVISION OF EXISTING DESIGN**

- Describe your approach for modification/revision of existing design. Specifically the addition of new concrete curbs for retaining landscaping and the addition of new concrete sidewalks.
  - Narrative - 5 page maximum

## **Factor 3 – Tree Removal, Excavation & Re Grading**

- Describe your approach for removal of old Oak Trees and excavation of specific low areas for regrading and paving.
  - Narrative - 5 page maximum

**Phase 2 Proposal Submission:** The Phase 2 proposal should be submitted to the same address as the Phase I proposal and can be submitted through use of the same format and means.

### **5. Phase 2 Evaluation and Selection Criteria:**

Phase 2 proposals will be evaluated as follows:

- A. The technical factors consist of the Factors 1 thru 3, described above and will be rated using the same combination system used for the Phase 1 proposal evaluation.
- B. For evaluation purposes, each technical factor is equal in importance.

### **6. Phase 2 Evaluation and Award Determination**

- A. This is a competitive Phase 2, Request for Proposal (RFP) that represents the best value to the Government conducted **under FAR Part 15 101-1, Tradeoff Process.**
- B. **In accordance with FAR 15.101-1, all evaluation factors, other than cost or price, when combined, are approximately equal in importance to cost or price.**
- C. **Thus, award will be made to the firm whose Phase 1 proposal was initially ranked in the top 5 and who now offers a Phase 2 proposal, which based on both its technical and pricing proposals, offers the overall best value to the Government.**
- D. **Each pricing element indicated in TAB B will be evaluated to determine its reasonableness.** The Government may use various price analysis techniques and procedures to make a price reasonableness determination. Offerors should assure that their ability to meet or exceed the minimum needs of the Government is adequately described in the offer. The Government reserves the right to evaluate proposals and award a contract without discussions (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

- E. **Evaluation Overview:** The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The proposals must conform to the RFP's requirements and judged to represent the Best Value to the Government. The Best Value is the most advantageous offer, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. This may result in award being made to a high-rated, higher-priced offeror where the Contracting Officer determines that the Technical capability of the higher-priced offeror outweighs the price.
- F. **SDVOSB Verification:** The Government will review VetBiz (<https://www.vip.vetbiz.gov/>) to confirm Service Disabled Veteran-owned Small Business (SDVOSB) status verification for the submitted proposals. Evaluations will be performed on proposals submitted by verified SDVOSBs only. Subsequent confirmation of SDVOSB verification status will be performed for the apparent award.

## **7. Safety or Environmental Violations and Experience Modification Rate (EMR) (Attachment 2)**

- A. "All Offerors shall submit the following information pertaining to their past Safety and Environmental record. The information shall contain, at a minimum, a certification that the offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violations(s) in the past three years.
- B. All Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the offeror's insurance company and be furnished on the insurance carrier's letterhead.
- C. Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI. Note: Self-insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR shall obtain their EMR rating from their state run worker's compensation insurance rating bureau.
- D. A Determination of Responsibility will be accomplished for the apparent awardee prior to processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases will be used to make the Determination of Responsibility. Failure to affirm being within the guidelines above or submit this information will result in a determination of "Non-Responsibility" for the offeror. NOTE: Any information received by the Government that would cause for a negative Determination of Responsibility will make the offeror ineligible for award.
- E. This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors. "**(Offerors to refer to Attachment 2 for EMR)**"

### A.3 PRICE OFFER SCHEDULE (PHASE II ONLY)

#### PRICE OFFER SCHEDULE – TO BE SUBMITTED WITH PHASE 2 PROPOSAL ONLY

ITEM No.	DESCRIPTION	QTY	UNIT	TOTAL AMOUNT
LINE ITEM 0001	– Design/Build Construction	1.00	JB	_____

**Design Build – Repair all damaged asphalt and re-seal and re-stripe parking lots A, B, and K at Lake Baldwin Campus, Orlando, FL.**

The contractor shall provide all labor, supervision, materials, tools, equipment, and design services necessary design build scope of work, specifications and attachments for repairing all damaged asphalt and re-seal and re-stripe parking lots A, B, and K at Lake Baldwin Campus, in accordance with the Statement of Work (SOW) and Specifications at the Orlando VA Medical Center, 5201 Raymond Street, Orlando, FL 32803.

Period of Performance: 345 Calendar Days after Notice to Proceed.

## DESIGN-BUILD

### Re-Seal & Re-Stripe Parking lot A, B and K

Project No. 675-16-601

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.

## II. SCOPE OF WORK:

### A. General Requirements:

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. ~~The contractor will hire a Certified Independent Third-Party 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.~~

- ~~1. The CITP shall be a certified Life Safety Engineer, Fire protection Engineer, EPA and/or OSHA expert. Required services are generated from CITP~~
- ~~2. The CITP cannot be a member of the firm awarded the project.~~
3. Contractor shall not match existing materials but shall use hospital grade as designated in the Department of Veterans Affairs (DVA) technical information library (TIL) and/or industry standards for healthcare facilities relevant to space usage. Reference section VII, Resources, below.

### B. Project Overview:

This project will be to repair all damaged asphalt and to re-seal and re-stripe parking lots A, B, and K at the Lake Baldwin Campus.

### C. Specific Project Requirements:

Parking Lot A, B & K are in need of re-sealing and re-striping. There are many areas where the asphalt needs to first be repaired. Several areas need to be excavated and regraded to let the storm water flow properly to the storm drains. Several old Oak trees need to be removed to facilitate the regrading process. There are many areas where curbing needs to be repaired or installed to help with the retaining of landscape materials. Also there are many areas where the landscaping has not succeeded due to the soil eroding because of bad drainage design. All parking lot signage is in need of being replaced and all directional markings on all paved surfaces are to also be redone. There will be additional concrete sidewalks required to go from parking lot "K" to the main entry across Mercy St. at the main entrance to the clinic.

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

A. All work hours **MUST** be coordinated with the project's **COR**. All work shall be performed during **WHEN** hours (**Weekends, Holidays, Evenings and Nights**) so as not to interfere with normal Hospital functions. However, some VA areas may be conducive to work being completed **DURING** normal business hours (7:00 am to 5:00 pm, Monday through Friday). All requests for work during normal business hours must be requested by the Contractor at least 14 calendar days in advance. 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

1. Project will have a **225** calendar day design phase. Please refer to Program Guide PG-18-15, Volume C for document requirements.
  - a) From Notice to Proceed, Design-Build Team A/E shall submit **Schematic Design** drawings to **25%** within **60** calendar days. Allow **30** calendar days for VA review.
  - b) Design-Build Team A/E shall submit **Design Development** drawings to **50%**, which incorporates the VA's comments on the 25% submission within **45** calendar days. Allow **30** calendar days for VA review.
  - c) Design-Build Team A/E shall submit **Construction Document** drawings to **75%**, which incorporates the VA's comments on the 50% submission within **30** calendar days. Allow **30** calendar days for VA review.
  - d) Design-Build Team A/E shall submit **Final Document** drawings to **100%** (Signed & Sealed), which incorporates the VA's comments on the 75% submission within **30** calendar days. Allow **30** calendar days for VA review.
2. 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.
3. Project's construction phase **MUST** be completed in no more than **120** days from Design completion and Government acceptance.
4. 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:

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:

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

#### VI. GOVERNMENT FURNISHED INFORMATION:

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. Any user shall agree to indemnify and hold the VA harmless from any and all claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of the use of the Computer Aided Design and Drafting (CADD) drawing files.

#### VII. RESOURCES:

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

1. Office of Construction & Facilities Management Site Map:

<http://www.cfm.va.gov/sitemap.asp>

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

B. Office of Construction & Facilities Management: <http://www.cfm.va.gov/index.asp>

1. VA Office of Facilities Management citations of the AIA design standards found on the world wide web at <http://cfm.va.gov/TIL/>
2. VA Office of Health and Safety (OHS): <http://www1.va.gov/vasafety/>
3. Construction Infection Control Risk Assessment Memorandum

C. Other design and construction standards and publications that shall be applied to this work includes, but are not limited to:

1. American Society of Heating, Refrigerating and Air-Conditioning Engineers Manual (ASHRAE)
2. National Fire Protection Association (NFPA) Codes & Standards - [www.nfpa.org](http://www.nfpa.org)
3. OSHA Rules and Regulations
4. International Building Code (ICC) latest edition

5. Life Safety Code (NFPA 101) latest edition
  6. The Joint Commission (TJC) Accreditation manual (latest edition)
  7. Sustainable Design Requirements (01 81 11)
  8. Construction Waste Management (01 74 19)
- D. Applicable sections of the *VA Master Construction Specifications* will be prepared by the Architect/Engineer, including all the necessary adaptations.
- E. Particular attention is called to CD4, *Symbol Identification of Contract Drawings*.
- F. Equipment symbols shall be in accordance with PG-18-6, *Equipment Reference Manual* (previously List of Equipment Symbols, H-08-6).
- G. Standard *Drawing Details*, in accordance with PG-18-4, shall be utilized to the greatest extent practicable.
- H. Cost estimates shall be developed in strict conformance with VA's *Manual for Preparation of Cost Estimates & Related Documents for VA Facilities (March 8, 2011)*.  
<http://www.cfm.va.gov/til/dManual/dmCost.pdf>
- I. *Guidelines for Design and Construction of Health Care Facilities*, Latest Edition, published by The Facilities Guidelines Institute (FGI). <http://www.fgiguideines.org/>
- J. Physical Security Standard, compliance with Medical Center Policy 138-3 and VHA Handbook 0730/2 dated May 27, 2010 "Space Key Control".
- K. 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*.
- L. Department of Veteran Affairs Personnel:
1. Engineering Facilities Management (FMS),
    - a) Primary:
      - (1) COR Name: **Richard Stallings**
      - (2) COR Email: [richard.stallings@va.gov](mailto:richard.stallings@va.gov)
    - b) Secondary:
      - (1) COR Name: **Daniel Riquer**
      - (2) COR Email: [daniel.riquer@va.gov](mailto:daniel.riquer@va.gov)
  2. Contracting Officer – Tiffany Garfield
    - a) Contracting Officer Email: [tiffany.garfield@va.gov](mailto:tiffany.garfield@va.gov)

## VIII. DESIGN AND DOCUMENT REQUIREMENTS:

### A. Design Requirements - Compliance with codes and standards.

1. 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.
2. See “Approved Construction documents”, below, for required inclusion of design review comments.
3. 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:
  - a) Zoning laws:
  - b) Environmental and erosion control regulations; and
  - c) 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.
4. **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.**
5. 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.
6. 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:

1. 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).
2. 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.
3. The DB team shall allow a minimum of fourteen (14) calendar days for each review cycle. A cycle includes:
  - a. The VA's receipt of the design review submission package.
  - b. The review meeting.
  - c. DB teams receipt of comments from the VA, either electronically, by fax, or by hard copy delivery.
4. 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:

1. 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.
2. 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.
3. All submission packages will be reviewed at **Schematic Design (25%), Design Development (50%), Construction Documents (75%) 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.

4. 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.
5. 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.
6. In addition to the Project Specific Specifications, the Contractor shall submit a binder of product cut sheets, MSDSs, and all required Contract submittals.
7. 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:

1. Design review submission drawings and final Construction Document submission drawings will be executed in electronic format AutoCAD version 2010 or backwards compatible format.
2. 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.
3. Design review submission specifications , final Construction Document submission specifications and other 8 1/2 by 11 formatted material will be executed in electronic format Microsoft Word
4. 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.

5. 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.
6. Construction shop drawings are not required to be completed in AutoCAD.

E. Professional Licensing:

1. 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.
2. 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:

1. 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.
2. The final construction documents submission package will include a full set of construction documents including all disciplines/packages.
3. 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.
4. 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.
5. 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)

1. **Structural drawings:** including foundation plans, framing plans, schedules, and details, including general notes and all calculations.

2. **Architectural drawings:** including floor plans, building elevations, building sections, wall sections, reflected ceiling plans, stair details, toilet and bath details, door schedules and details, window schedules and details, room finish schedules, auto transport and other details.
3. **Fire protection drawings:** including floor and roof plans, riser diagrams, equipment schedules, and details, including general notes calculations and all related calculations.
4. **Plumbing drawings:** including floor and roof plans, riser diagrams equipment schedules, plumbing fixture schedules, and details, including general notes, and all related calculations.
5. **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.
6. **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
7. **Asbestos abatement:** drawings including site demolition plans and floor plans indicating asbestos abatement method.

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:

1. 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;
2. 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
3. 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.

1. 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.
2. 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:
  - a. Zoning laws:
  - b. Environmental and erosion control regulations; and

- c. 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.
3. 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.
4. 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.
5. 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.
- J. 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.
  1. Upon its completion each task shall be initialed and dated by the responsible Design-Build Team A/E member.
  2. 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

1. 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.
2. 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

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.

### D. Other submittals

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

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.

### F. Shop drawings and submittals

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.

#### G. Inspections and Testing

1. 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.
2. 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 approved inspection and testing document or lists to the VA for final disposition.

#### H. Review of Documents and Work Acceptance

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.

#### I. Project Close-Out

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.

#### J. AS-BUILT

The Design-Build Team A/E shall prepare and submit AS-BUILT drawings as developed from the Construction activities re-lined as-built. Drawings shall be submitted in AutoCAD 2010 (or earlier) format and shall reflect the actual as-built conditions. 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.

## DESIGN-BUILD

### Re-Seal & Re-Stripe Parking lot A, B and K

Project No. 675-16-601

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

#### XI. 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.

## XII. SCOPE OF WORK:

### A. General Requirements:

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. ~~The contractor will hire a Certified Independent Third-Party 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.~~

- ~~1. The CITP shall be a certified Life Safety Engineer, Fire protection Engineer, EPA and/or OSHA expert. Required services are generated from CITP~~
- ~~2. The CITP cannot be a member of the firm awarded the project.~~
3. Contractor shall not match existing materials but shall use hospital grade as designated in the Department of Veterans Affairs (DVA) technical information library (TIL) and/or industry standards for healthcare facilities relevant to space usage. Reference section VII, Resources, below.

### B. Project Overview:

This project will be to repair all damaged asphalt and to re-seal and re-stripe parking lots A, B, and K at the Lake Baldwin Campus.

### C. Specific Project Requirements:

Parking Lot A, B & K are in need of re-sealing and re-striping. There are many areas where the asphalt needs to first be repaired. Several areas need to be excavated and regraded to let the storm water flow properly to the storm drains. Several old Oak trees need to be removed to facilitate the regrading process. There are many areas where curbing needs to be repaired or installed to help with the retaining of landscape materials. Also there are many areas where the landscaping has not succeeded due to the soil eroding because of bad drainage design. All parking lot signage is in need of being replaced and all directional markings on all paved surfaces are to also be redone. There will be additional concrete sidewalks required to go from parking lot "K" to the main entry across Mercy St. at the main entrance to the clinic.

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

A. All work hours **MUST** be coordinated with the project's **COR**. All work shall be performed during **WHEN** hours (**Weekends, Holidays, Evenings and Nights**) so as not to interfere with normal Hospital functions. However, some VA areas may be conducive to work being completed **DURING** normal business hours (7:00 am to 5:00 pm, Monday through Friday). All requests for work during normal business hours must be requested by the Contractor at least 14 calendar days in advance. 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

1. Project will have a **225** calendar day design phase. Please refer to Program Guide PG-18-15, Volume C for document requirements.
  - a) From Notice to Proceed, Design-Build Team A/E shall submit **Schematic Design** drawings to **25%** within **60** calendar days. Allow **30** calendar days for VA review.
  - b) Design-Build Team A/E shall submit **Design Development** drawings to **50%**, which incorporates the VA's comments on the 25% submission within **45** calendar days. Allow **30** calendar days for VA review.
  - c) Design-Build Team A/E shall submit **Construction Document** drawings to **75%**, which incorporates the VA's comments on the 50% submission within **30** calendar days. Allow **30** calendar days for VA review.
  - d) Design-Build Team A/E shall submit **Final Document** drawings to **100%** (Signed & Sealed), which incorporates the VA's comments on the 75% submission within **30** calendar days. Allow **30** calendar days for VA review.
2. 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.
3. Project's construction phase **MUST** be completed in no more than **120** days from Design completion and Government acceptance.
4. 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.

#### XIV. PROJECT CLASSIFICATION:

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.

#### XV. SAFETY REQUIREMENTS:

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

#### XVI. GOVERNMENT FURNISHED INFORMATION:

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. 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.

#### XVII. RESOURCES:

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

1. Office of Construction & Facilities Management Site Map:

<http://www.cfm.va.gov/sitemap.asp>

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

B. Office of Construction & Facilities Management: <http://www.cfm.va.gov/index.asp>

1. VA Office of Facilities Management citations of the AIA design standards found on the world wide web at <http://cfm.va.gov/TIL/>
2. VA Office of Health and Safety (OHS): <http://www1.va.gov/vasafety/>
3. Construction Infection Control Risk Assessment Memorandum

C. Other design and construction standards and publications that shall be applied to this work includes, but are not limited to:

1. American Society of Heating, Refrigerating and Air-Conditioning Engineers Manual (ASHRAE)
2. National Fire Protection Association (NFPA) Codes & Standards - [www.nfpa.org](http://www.nfpa.org)
3. OSHA Rules and Regulations
4. International Building Code (ICC) latest edition
5. Life Safety Code (NFPA 101) latest edition
6. The Joint Commission (TJC) Accreditation manual (latest edition)

7. Sustainable Design Requirements (01 81 11)
8. Construction Waste Management (01 74 19)

- D. Applicable sections of the VA Master Construction Specifications will be prepared by the Architect/Engineer, including all the necessary adaptations.
- E. Particular attention is called to CD4, Symbol Identification of Contract Drawings.
- F. Equipment symbols shall be in accordance with PG-18-6, Equipment Reference Manual (previously List of Equipment Symbols, H-08-6).
- G. Standard Drawing Details, in accordance with PG-18-4, shall be utilized to the greatest extent practicable.
- H. Cost estimates shall be developed in strict conformance with VA's Manual for Preparation of Cost Estimates & Related Documents for VA Facilities (March 8, 2011).  
<http://www.cfm.va.gov/til/dManual/dmCost.pdf>
- I. Guidelines for Design and Construction of Health Care Facilities, Latest Edition, published by The Facilities Guidelines Institute (FGI). <http://www.fgiguideines.org/>
- J. Physical Security Standard, compliance with Medical Center Policy 138-3 and VHA Handbook 0730/2 dated May 27, 2010 "Space Key Control".
- K. 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.
- L. Department of Veteran Affairs Personnel:
1. Engineering Facilities Management (FMS),
    - a) Primary:
      - (1) COR Name: **Richard Stallings**
      - (2) COR Email: [richard.stallings@va.gov](mailto:richard.stallings@va.gov)
    - b) Secondary:
      - (1) COR Name: **Daniel Riquer**
      - (2) COR Email: [daniel.riquer@va.gov](mailto:daniel.riquer@va.gov)
  2. Contracting Officer – Tiffany Garfield
    - a) Contracting Officer Email: [tiffany.garfield@va.gov](mailto:tiffany.garfield@va.gov)

## XVIII. DESIGN AND DOCUMENT REQUIREMENTS:

### A. Design Requirements - Compliance with codes and standards.

1. 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.
2. See “Approved Construction documents”, below, for required inclusion of design review comments.
3. 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:
  - a) Zoning laws:
  - b) Environmental and erosion control regulations; and
  - c) 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.
4. **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.**
5. 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.
6. 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:

1. 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).

2. 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.
3. The DB team shall allow a minimum of fourteen (14) calendar days for each review cycle. A cycle includes:
  - a. The VA's receipt of the design review submission package.
  - b. The review meeting.
  - c. DB teams receipt of comments from the VA, either electronically, by fax, or by hard copy delivery.
4. 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:

1. 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.
2. 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.
3. All submission packages will be reviewed at **Schematic Design (25%), Design Development (50%), Construction Documents (75%) 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.
4. 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.
5. 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.
6. In addition to the Project Specific Specifications, the Contractor shall submit a binder of product cut sheets, MSDSs, and all required Contract submittals.

7. 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:

1. Design review submission drawings and final Construction Document submission drawings will be executed in electronic format AutoCAD version 2010 or backwards compatible format.
2. 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.
3. Design review submission specifications , final Construction Document submission specifications and other 8 1/2 by 11 formatted material will be executed in electronic format Microsoft Word
4. 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.
5. 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.
6. Construction shop drawings are not required to be completed in AutoCAD.

#### E. Professional Licensing:

1. 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.
2. 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:

1. 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.
2. The final construction documents submission package will include a full set of construction documents including all disciplines/packages.
3. 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.
4. 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.
5. 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)

1. **Structural drawings:** including foundation plans, framing plans, schedules, and details, including general notes and all calculations.
2. **Architectural drawings:** including floor plans, building elevations, building sections, wall sections, reflected ceiling plans, stair details, toilet and bath details, door schedules and details, window schedules and details, room finish schedules, auto transport and other details.
3. **Fire protection drawings:** including floor and roof plans, riser diagrams, equipment schedules, and details, including general notes calculations and all related calculations.
4. **Plumbing drawings:** including floor and roof plans, riser diagrams equipment schedules, plumbing fixture schedules, and details, including general notes, and all related calculations.
5. **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.
6. **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
7. **Asbestos abatement:** drawings including site demolition plans and floor plans indicating asbestos abatement method.

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:

1. 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;
  2. 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
  3. 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.
1. 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.
  2. 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:
    - a. Zoning laws;
    - b. Environmental and erosion control regulations; and
    - c. 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.
  3. 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.
  4. 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.
  5. 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.

- F. 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.

#### XIX. 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.
  - 1. Upon its completion each task shall be initialed and dated by the responsible Design-Build Team A/E member.
  - 2. A 100% completed QA/QC plan shall be submitted with the final construction document submission package.

#### XX. 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

- 1. 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.
- 2. 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

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.

D. Other submittals

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

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.

F. Shop drawings and submittals

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.

G. Inspections and Testing

1. 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.
2. 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 approved inspection and testing document or lists to the VA for final disposition.

K. Review of Documents and Work Acceptance

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.

L. Project Close-Out

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.

#### M. AS-BUILT

The Design-Build Team A/E shall prepare and submit AS-BUILT drawings as developed from the Construction activities re-lined as-built. Drawings shall be submitted in AutoCAD 2010 (or earlier) format and shall reflect the actual as-built conditions. 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.

## **INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS**

(a) Bidding materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting bids direct to the Department of Veterans Affairs. A maximum of sets may be issued when requested. Up to sets of drawings and specifications will be furnished upon request to subcontractors for their use in preparing sub-bids for General (Prime) Contractors. Suppliers and subcontractors listed above shall show in their requests the work or equipment for which they intend to prepare sub-bids.

(b) One set of drawings and specifications may be obtained by Builders Exchanges, Chambers of Commerce, Quantity Surveyors, trade and microfilming organizations.

(c) Bidding materials may be obtained only upon written application to the issuing office. Bidders should allow 5 working days after receipt of their request by the issuing office for reproduction, in addition to mail delivery time when requesting bidding material.

(d) Subcontractors, material firms and others interested in preparing sub-bids may, upon application to the issuing office, obtain a list of organizations, such as Builders Exchanges, Chambers of Commerce, Contractors and others, who have received bidding materials.

(e) While no deposit will be necessary, return of the bidding material, postage prepaid, to the issuing office within 10 days after date of opening bids will be required. In case no bid is to be submitted, the return of the bidding material, as soon as this fact has been determined and before the date of opening bids, is requested. If you decide not to bid on this project, please advise the issuing office of your reasons (the contracting officer should modify accordingly if a deposit is required).

(f) A bid guarantee is required in an amount not less than 20 percent of the bid price but shall not exceed \$3,000,000. Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of bids, will require rejection of the bid in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.

(g) If the contract will exceed \$100,000 (see FAR 28.102-1 for lesser amount), the bidder to whom award is made will be required to furnish two bonds, a Payment Bond, SF 25A, and a Performance Bond, SF 25, each in the penal sum as noted in the General Conditions of the Specification. Copies of SFs 25 and 25A may be obtained upon application to the issuing office.

DESCRIPTION OF WORK: Re-Seal & Re-Stripe Parking Lots A, B and K, Orlando, FL

Cost Range: \$500,000 to \$1,000,000

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

## 2.1 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
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	DEC 2014
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB 1999
52.228-1	BID GUARANTEE	SEP 1996
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.236-27	SITE VISIT (CONSTRUCTION) ALTERNATE I (FEB 1995)	FEB 1995
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

## 2.2 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)

## 2.3 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)

## **2.4 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)

## **2.5 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:

Hand-Carried Address:  
Department of Veterans Affairs  
Network Contracting Office 8 (NCO 8)  
8875 Hidden River Pkwy  
Tampa FL 33637  
Mailing Address:

Department of Veterans Affairs  
Network Contracting Office 8 (NCO 8)  
8875 Hidden River Pkwy  
Tampa FL 33637

(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)

## **2.6 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)

## **2.7 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)

## **2.8 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

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

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

(End of Provision)

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

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

(End of Clause)

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

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

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

(End of Provision)

<u>FAR 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

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.

(2) The small business size standard is \$15.0 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)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

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

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

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

"Marginalized populations of Sudan" means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(End of Provision)

## GENERAL CONDITIONS

### 4.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	APR 1984
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUL 2013
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
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

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS— OVERTIME COMPENSATION	MAY 2014
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	APR 2015
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	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
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB 2013
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-17	INTEREST	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014

52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
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
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
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

#### **4.2 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)

### 4.3 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

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

(b) **General Liability:** \$500,000.00 per occurrences.

(c) **Automobile liability:** \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

#### 4.4 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)

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

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **4.6 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)

#### **4.7 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)

#### **4.8 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)

#### **4.9 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)

#### **4.10 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)

#### **4.11 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)

#### **4.12 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)

#### **4.13 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)

#### **4.14 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)

#### **4.15 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984) ALTERNATE I (JULY 2002)**

(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.

(6)(i) The contractor shall at the time of contract award furnish the total cost of the guarantee period services in accordance with specification section(s) covering guarantee period services. The contractor shall submit, within 15 calendar days of receipt of the notice to proceed, a guarantee period performance program that shall include an itemized accounting of the number of work-hours required to perform the guarantee period service on each piece of equipment. The contractor shall also submit the established salary costs, including employee fringe benefits, and what the contractor reasonably expects to pay over the guarantee period, all of which will be subject to the contracting officer's approval.

(ii) The cost of the guarantee period service shall be prorated on an annual basis and paid in equal monthly payments by VA during the period of guarantee. In the event the installer does not perform satisfactorily during this period, all payments may be withheld and the contracting officer shall inform the contractor of the unsatisfactory performance, allowing the contractor 10 days to correct deficiencies and comply with the contract. The guarantee period service is subject to those provisions as set forth in the Payments and Default clauses.

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)

#### **4.16 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)

## **4.17 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)

#### **4.18 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)

#### **4.19 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)

#### **4.20 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)

#### **4.21 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)

## 4.22 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)

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

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

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

(End of Clause)

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

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

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

(End of Clause)

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.

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

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 PAIN1010-009 08/01/2014

	Rates	Fringes
PAINTER: Roller, Steel and Spray Only.....	\$ 17.50	8.83

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 SFFL0821-001 01/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.33	17.37

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 SUFL2009-026 05/22/2009

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.84	0.13
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Form Work (Excludes Acoustical Ceiling Installation, and Drywall Hanging).....	\$ 14.56	3.31
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.00	0.00
DRYWALL HANGER.....	\$ 16.04	0.98
FENCE ERECTOR.....	\$ 14.00	0.00
GLAZIER.....	\$ 16.07	6.24
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 15.65	0.00
INSTALLER - CARPORT METAL COVERING.....	\$ 12.17	0.77
INSTALLER - DRAPERY BLINDS.....	\$ 17.50	0.00
INSULATOR - BATT.....	\$ 15.79	0.00
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 10.51	1.71
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00

LABORER: Mason Tender - Brick...	\$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 11.53	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.60	0.00
LATHER.....	\$ 13.41	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.00	0.47
OPERATOR: Bulldozer.....	\$ 15.00	0.00
OPERATOR: Crane.....	\$ 17.75	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.63
OPERATOR: Loader.....	\$ 11.00	0.63
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.83	0.00
OPERATOR: Pump.....	\$ 17.12	0.00
OPERATOR: Roller.....	\$ 10.68	0.00
OPERATOR: Screed.....	\$ 11.34	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush Only.....	\$ 12.00	0.00
PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 16.02	0.52
PLASTERER.....	\$ 16.00	0.67
PLUMBER, Includes HVAC Pipe Installation.....	\$ 16.00	0.00
ROOFER (Installation of Metal Roofs Only).....	\$ 14.26	0.59
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes		

Installation of Metal Roofs).....\$ 14.65	1.53
SCAFFOLD BUILDER.....\$ 12.00	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 14.10	1.53
TRUCK DRIVER: Dump Truck.....\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 12.09	0.00

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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 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  
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

## **DESIGN BUILD SPECIFICATIONS**

### **4.25 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.

### **4.26 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.

### **4.27 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.

### **4.28 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.

#### **4.29 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.

#### **4.30 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.

## ATTACHMENTS

### 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 the refurbish of CLC 3<sup>rd</sup> floor patient rooms North Wing as required by SOW.
- B. Visits to the site by Bidders may be made only by appointment with the Medical Center Engineering Officer
- C. All employees of DB 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.
- D. Prior to commencing work, DB 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.
- E. Training:
  - 1. All employees of DB contractor or subcontractors shall have the 10-hour OSHA certified Construction Safety course and /or other relevant competency training, as determined by VA CP with input from the ICRA team.
  - 2. Submit training records of all such employees for approval before the start of work.

## **1.2 STATEMENT OF BID ITEM(S)**

A. ITEM I NECESSARY REMOVAL OF EXISTING STRUCTURES AND CONSTRUCTION AND CERTAIN OTHER ITEMS.

## **1.3 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 DB 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. DB 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 security 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. Key Control:

1. The DB Contractor shall provide duplicate keys and lock combinations to the Resident Engineer 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.

D. Document Control:

1. Before starting any work, the DB Contractor/Sub Contractors shall submit an electronic security memorandum describing the approach to following goals and maintaining confidentiality of “sensitive information”.
2. The DB 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.
4. 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.
5. These security documents shall not be removed or transmitted from the project site without the written approval of Contracting Officer.
6. All paper waste or electronic media such as CD’s and diskettes shall be shredded and destroyed in a manner acceptable to the VA.
7. Notify Contracting Officer and Site Security Officer immediately when there is a loss or compromise of “sensitive information”.

8. 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.

E. Motor Vehicle Restrictions

1. Vehicle authorization request shall be required for any vehicle entering the site and such request shall be submitted 24 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 DB Contractor and its employees for parking in designated areas only.

**1.4 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 Project Engineer and Facility Safety Officer 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 Resident Engineer that individuals have undergone contractor's safety briefing.
- C. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
- D. Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).
- E. Temporary Construction Partitions:
1. Install and maintain temporary construction partitions to provide smoke-tight separations between construction areas and adjoining areas. Construct partitions of gypsum board or treated plywood (flame spread rating of 25 or less in accordance

with ASTM E84) on both sides of fire retardant treated wood or metal steel studs.

Extend the partitions through suspended ceilings to floor slab deck or roof. Seal joints and penetrations. At door openings, install Class C, ¾ hour fire/smoke rated doors with self-closing devices.

2. Install one-hour fire-rated temporary construction partitions as shown on drawings to maintain integrity of existing exit stair enclosures, exit passageways, fire-rated enclosures of hazardous areas, horizontal exits, smoke barriers, vertical shafts and openings enclosures.
3. Close openings in smoke barriers and fire-rated construction to maintain fire ratings. Seal penetrations with listed through-penetration fire stop materials in accordance with Section 07 84 00, FIRESTOPPING.

F. Temporary Heating and Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70.

G. Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with Project Engineer and facility Safety Officer.

H. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily. Report findings and corrective actions weekly to Project Engineer and facility Safety Officer.

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. 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 Project Engineer 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 Resident Engineer.

L. Smoke Detectors: Prevent accidental operation. Remove temporary covers at end of work operations each day. Coordinate with Project Engineer and facility Safety Officer .

M. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with Project Engineer . Obtain permits from facility Safety Officer at least 72 hours in advance . Designate contractor's responsible project-site fire prevention program manager to permit hot work.

N. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly. Coordinate with, and report findings and corrective actions weekly to Project Engineer and facility Safety Officer .

O. 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.

P. Dispose of waste and debris in accordance with NFPA 241. Remove from buildings daily.

Q. Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.

## **1.5 OPERATIONS AND STORAGE AREAS**

- A. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- D. Working space and space available for storing materials shall as determined by the Resident Engineer.
- 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.
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 area required to remain in operation.
  3. 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 Resident Engineer. 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.
  4. Contractor shall submit a request to interrupt any such services to Resident Engineer, in writing, three weeks in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
  5. 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.

6. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be performed as directed by the Resident Engineer.
  7. In case of a contract construction emergency, service will be interrupted on approval of Resident Engineer. Such approval will be confirmed in writing as soon as practical.
- G. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be abandoned but are not required to be entirely removed, shall be sealed, capped or plugged. The lines shall not be capped in finished areas, but shall be removed and sealed, capped or plugged in ceilings, within furred spaces, in unfinished areas, or within walls or partitions; so that they are completely behind the finished surfaces.
- H. 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.
  2. Method and scheduling of required cutting, altering and removal of existing roads, walks and entrances must be approved by the Resident Engineer.
- I. Coordinate the work for this contract with other construction operations as directed by Resident Engineer.

## **1.6 INFECTION PREVENTION MEASURES**

- A. Implement the requirements of VAMC's Infection Control Risk Assessment (ICRA) team. ICRA 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.

B. 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 Resident Engineer. Blank off ducts and diffusers to prevent circulation of dust into occupied areas during construction..
  - a. 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.
  - b. 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.
  - c. 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.

C. 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.

## 1.7 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 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-installations and reuse. Store such items where directed by Resident Engineer.
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

**1.8 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT,  
UTILITIES, AND IMPROVEMENTS**

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The

Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

- B. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

**(FAR 52.236-9)**

- C. Refer to Section 01 57 19, TEMPORARY ENVIRONMENTAL CONTROLS, for additional requirements on protecting vegetation, soils and the environment. Refer to Articles, "Alterations", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.

**1.9 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 Resident Engineer. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the Resident Engineer 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).

#### **1.10 PHYSICAL DATA**

- A. Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

#### **1.11 AS-BUILT DRAWINGS**

- A. The contractor shall maintain two full size sets of as-built drawings which will be kept current during construction of the project, to include all contract changes, modifications and clarifications.

B. All variations shall be shown in the same general detail as used in the contract drawings.

To insure compliance, as-built drawings shall be made available for the Resident Engineer's review, as often as requested.

C. Contractor shall deliver two approved completed sets of as-built drawings to the Resident Engineer within 15 calendar days after each completed phase and after the acceptance of the project by the Resident Engineer.

D. Paragraphs A, B, & C shall also apply to all shop drawings.

### **1.12 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. 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.

C. 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 Resident Engineer's discretion) of use of water from Medical Center's system.

### **1.13 TESTS**

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

## 1.14 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 Resident Engineer 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 Resident Engineer and shall be considered concluded only when the Resident Engineer 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 Resident Engineer, does not demonstrate sufficient qualifications in accordance with requirements for instructors above.

### **1.15 RELOCATED EQUIPMENT**

- 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 Resident Engineer.
- 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
- E. 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.

## **1.16 CONSTRUCTION SIGN**

- A. Provide a Construction Sign where directed by the Resident Engineer. 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 Resident Engineer.

## SECTION 01 33 23

### SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- 1-1. Refer to Articles titled SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21) and, SPECIAL NOTES (VAAR 852.236-91), in GENERAL CONDITIONS.
- 1-2. For the purposes of this contract, samples, test reports, certificates, and manufacturers' literature and data shall also be subject to the previously referenced requirements. The following text refers to all items collectively as SUBMITTALS.
- 1-3. Submit for approval, all of the items specifically mentioned under the separate sections of the specification, with information sufficient to evidence full compliance with contract requirements. Materials, fabricated articles and the like to be installed in permanent work shall equal those of approved submittals. After an item has been approved, no change in brand or make will be permitted unless:
  - A. Satisfactory written evidence is presented to, and approved by Contracting Officer, that manufacturer cannot make scheduled delivery of approved item or;
  - B. Item delivered has been rejected and substitution of a suitable item is an urgent necessity or;
  - C. Other conditions become apparent which indicates approval of such substitute item to be in best interest of the Government.
- 1-4. Forward submittals in sufficient time to permit proper consideration and approval action by Government. Time submission to assure adequate lead time for procurement of contract - required items. Delays attributable to untimely and rejected submittals will not serve as a basis for extending contract time for completion.

- 1-5. Submittals will be reviewed for compliance with contract requirements by Architect-Engineer, and action thereon will be taken by Resident Engineer on behalf of the Contracting Officer.
- 1-6. Upon receipt of submittals, Architect-Engineer will assign a file number thereto. Contractor, in any subsequent correspondence, shall refer to this file and identification number to expedite replies relative to previously approved or disapproved submittals.
- 1-7. The Government reserves the right to require additional submittals, whether or not particularly mentioned in this contract. If additional submittals beyond those required by the contract are furnished pursuant to request therefor by Contracting Officer, adjustment in contract price and time will be made in accordance with Articles titled CHANGES (FAR 52.243-4) and CHANGES - SUPPLEMENT (VAAR 852.236-88) of the GENERAL CONDITIONS.
- 1-8. Schedules called for in specifications and shown on shop drawings shall be submitted for use and information of Department of Veterans Affairs and Architect Engineer. However, the Contractor shall assume responsibility for coordinating and verifying schedules. The Contracting Officer and Architect Engineer assumes no responsibility for checking schedules or layout drawings for exact sizes, exact numbers and detailed positioning of items.
- 1-9. Submittals must be submitted by Contractor only and shipped prepaid. Contracting Officer assumes no responsibility for checking quantities or exact numbers included in such submittals.
  - A. Submit samples required by Section 09 06 00, SCHEDULE FOR FINISHES, in quadruplicate. Submit other samples in single units unless otherwise specified. Submit shop drawings, schedules, manufacturers' literature and data, and certificates in quadruplicate, except where a greater number is specified.

- B. Submittals will receive consideration only when covered by a transmittal letter signed by Contractor. Letter shall be sent via first class mail and shall contain the list of items, name of Medical Center, name of Contractor, contract number, applicable specification paragraph numbers, applicable drawing numbers (and other information required for exact identification of location for each item), manufacturer and brand, ASTM or Federal Specification Number (if any) and such additional information as may be required by specifications for particular item being furnished. In addition, catalogs shall be marked to indicate specific items submitted for approval.
1. A copy of letter must be enclosed with items, and any items received without identification letter will be considered "unclaimed goods" and held for a limited time only.
  2. Each sample, certificate, manufacturers' literature and data shall be labeled to indicate the name and location of the Medical Center, name of Contractor, manufacturer, brand, contract number and ASTM or Federal Specification Number as applicable and location(s) on project.
  3. Required certificates shall be signed by an authorized representative of manufacturer or supplier of material, and by Contractor.
- C. If submittal samples have been disapproved, resubmit new samples as soon as possible after notification of disapproval. Such new samples shall be marked "Resubmitted Sample" in addition to containing other previously specified information required on label and in transmittal letter.
- D. Approved samples will be kept on file by the Resident Engineer at the site until completion of contract, at which time such samples will be delivered to Contractor as Contractor's property. Where noted in technical sections of specifications, approved

samples in good condition may be used in their proper locations in contract work. At completion of contract, samples that are not approved will be returned to Contractor only upon request and at Contractor's expense. Such request should be made prior to completion of the contract. Disapproved samples that are not requested for return by Contractor will be discarded after completion of contract.

E. Submittal drawings (shop, erection or setting drawings) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check.

1. For each drawing required, submit one legible photographic paper or vellum reproducible.
2. Reproducible shall be full size.
3. Each drawing shall have marked thereon, proper descriptive title, including Medical Center location, project number, manufacturer's number, reference to contract drawing number, detail Section Number, and Specification Section Number.
4. A space 120 mm by 125 mm (4-3/4 by 5 inches) shall be reserved on each drawing to accommodate approval or disapproval stamp.
5. Submit drawings rolled in mailing tube fully protected for shipment.
6. One reproducible print of approved or disapproved shop drawings will be forwarded to Contractor.
7. When work is directly related and involves more than one trade, shop drawings shall be submitted to Architect-Engineer under one cover.

1-10. At the time of transmittal to the Architect-Engineer, the Contractor shall also send a copy of the complete submittal directly to the Resident Engineer.

**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 \_\_\_\_\_.

\_\_\_\_\_  
Architect-Engineer

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

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

#### **4.31 ATTACHMENT - PARKING LOTS – SW MODEL**

See attached document: Contractor Experience Form - Attachment 1.

See attached document: EMR Rate - Attachment 2.

See attached document: 675-16-601Parking Lots-SW-Model.

## CONTRACTOR EXPERIENCE FORM

1. Project name and location (City, State, Country)		
2. Project owners name and address: (Government Agency, commercial firm or other organization)		
3. Project owners Point of Contract Information: (name, phone, email address)		
4. Were you the Prime Contractor? YES NO Percentage of work that was self-performed? _____%		
5. Contract number of project		6. Date of contract
7. Date work began	8. Completion Dates: Initial: _____ Actual: _____	9. Project Completion Percentage (%)
8. Contract Value at Time of Award		9. Final invoiced amount (or amount invoiced to date)
10. Description of Construction contract work - describe nature and scope of work. Detail how project demonstrates experience requirements Use continuation sheet for additional information, if necessary.		
11. Current status of project (check one) <input type="checkbox"/> Work continuing, on schedule <input type="checkbox"/> Work continuing, behind schedule <input type="checkbox"/> Work completed, no further action pending <input type="checkbox"/> Work completed, routine administrative action pending <input type="checkbox"/> Work completed, claims negotiation pending/underway <input type="checkbox"/> Work completed, litigation pending/underway <input type="checkbox"/> Terminated for convenience <input type="checkbox"/> Terminated for default <input type="checkbox"/> Other (Explain, use additional sheets as necessary)		

**OPTIONAL SAMPLE FORM FOR BIDDER/OFFEROR TO  
COMPLETE & SUBMIT WITH BID/PROPOSAL  
(FROM CFM WEBSITE)  
Pre-Award Contractor Evaluation Form**

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

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

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

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

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

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

<b>Category</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Number of man hours on Jobsite and office).				
Number of cases involving days away from work, restricted activity, or both (Column H and I of OSHA				
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's Insurance Experience Modification Rate (EMR) for the past 3 years (an EMR of greater than 1.0 disqualifies the contractor): \_\_\_\_\_

