

DEPARTMENT OF VETERANS AFFAIRS



OFFICE OF CONSTRUCTION & FACILITIES MANAGEMENT
425 I STREET, NW ROOM 6E.411A
WASHINGTON, DC 20001

TAHOMA NATIONAL CEMETERY
KENT, WASHINGTON



Phase 2 Gravesite Development
Request For Proposal VA-101-11-RP-0182
Project Number 919CM2007

SENIOR CONTRACTING OFFICER

Derek Underwood
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CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

Robert Klipfel, Project Manager
Tel: (202) 632-5233
Fax: (202) 632-5832

ISSUED DATE
October 18, 2011

PRE-PROPOSAL CONFERENCE
November 3, 2011

RFP DUE DATE
December 5, 2011

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SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. VA-101-11-RP-0182	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES

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

4. CONTRACT NO. CODE	5. REQUISITION/PURCHASE REQUEST NO. 0010F	6. PROJECT NO. 919CM2007
7. ISSUED BY Department of Veterans Affairs Office of Construction & Facilities Mgmt 425 I Street, NW Room 6E.411A Washington DC 20001	8. ADDRESS OFFER TO Department of Veterans Affairs Office of Construction & Facilities Mgmt 425 I Street, NW Room 6E.411A Washington DC 20001	
9. FOR INFORMATION CALL:	A. NAME DEREK UNDERWOOD	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

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):

Contractor shall completely prepare site for cemetery operations, including demolition and removal of existing improvements, clearing and grubbing, erosion control, and furnish labor and materials and perform work for the construction of roadways, bridges, drainage improvements, columbaria, precast double-depth crypts, cremains, memorial wall and ossuary, landscaping, irrigation and utilities as required by drawings, specifications and other referenced documents. This project will provide approximately 7,298 precast double-depth concrete crypts, 11,953 columbaria marble niche covers and 728 memorial wall plaques. Excavate, remove, transport and properly dispose of approximately 45,000 bank cubic yards of unconsolidated fill as required by the drawings, specifications and other referenced documents. Complete all work within 730 calendar days from receipt of the notice to proceed.

Tahoma National Cemetery Phase 2 Gravesite Expansion & Cemetery Improvements in Kent, Washington
This procurement is a 100% Total Small Business Set-Aside.
NAICS: 237990 Size Standard \$33.5 Million.

PROPOSAL ITEMS:

CLIN 0001: General Construction including installation of 7,298 precast double-depth concrete Crypts in CLIN 0002.
CLIN 0002: Crypts - Manufacture, delivery, and off-loading on site of 7,298 precast double-depth concrete Crypts.
CLIN 0003: Marble Niche Covers & wall plaques: Manufacture, delivery, off-load at site 11,953 niche covers and 728 wall plaques
CLIN 0004 - 0008: AS DESCRIBED IN THE GENERAL REQUIREMENTS SECTION 01 00 00 AND PAGE 6.

The work must be completed within *730 days from the Notice to Proceed

MAGNITUDE OF CONSTRUCTION COST: BETWEEN \$20,000,000 and \$50,000,000

AWARD POLICY: The offerors shall submit a proposal for CLINs 0001-0008. The Government intends to award a single contract to the responsible and responsive offeror submitting a proposal that is determined to be most advantageous to the Government based on best value in accordance FAR Part 15; that award will be made on the basis of the Lowest Price Technically Acceptable offer.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>730</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 52.211-10.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 2:00PM (hour) local time 12-05-2011 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER(Must be fully completed by offeror)

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

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

AMOUNTS

COMPLETE PRICES ON CONTINUATION PAGE

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c) () <input type="checkbox"/>
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26. ADMINISTERED BY Department of Veterans Affairs Office of Construction and Facilities Management (00CFM3B1) 425 I Street, NW 6E.411A Washington DC 20001	CODE 0010F	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971
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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.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print) DEREK UNDERWOOD Senior Contracting Officer	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	
		BY	

SCHEDULE

- A. CLIN 0001, GENERAL CONSTRUCTION: Work includes general construction, alterations, site preparation, mass excavation and earthwork, roads, bridges, walks, grading, drainage, electrical work, water and irrigation, landscaping, installation of 7,298 precast double-depth concrete crypts, and necessary removal of existing improvements and construction and certain of other items as required by the drawings, specifications and other referenced documents. Unconsolidated Fill Removal – Excavate, remove, transport, and properly dispose of approximately 45,000 bank cubic yards of unconsolidated fill as required by the drawings, specifications and other referenced documents and described in the geotechnical investigation.
- B. CLIN 0002, CRYPTS: Manufacture, delivery, and off-loading at site of 7,298 precast double-depth concrete crypts.
- C. CLIN 0003, COLUMBARIA MARBLE NICHE COVERS: Manufacture, deliver, off-load at site 11,953 niche covers and 728 memorial wall plaques.
- D. CLIN 0004, ADD ALTERNATE No. 1A: Add excavation for and installation of 1,785 preplaced crypts in Sections 10A and 10B; placement of gravesite grid monuments, monument markers; installation of irrigation work shown on the drawings; clearing, site preparation, final grading, perimeter plantings, and topsoil, and seeding shown on drawings.
- E. CLIN 0005, ADD ALTERNATE No. 1B: Add manufacture, delivery, and off-loading at site of 1,785 precast double-depth concrete crypts.
- F. CLIN 0006, ADD ALTERNATE No. 2A: Add all improvements to Columbaria 5 as described in the drawings including clearing, site preparation, excavation, foundations, retaining walls columbarium walls, backfill, drainage, irrigation, walkways and site furnishings.
- G. CLIN 0007, ADD ALTERNATE No. 2B: Add manufacture, deliver, off-load, inspect and store 3,122 marble niche covers
- H. CLIN 0008, ADD ALTERNATE No. 3: Replace seeding with sod in crypt and cremains areas as required by the drawings, specifications and other referenced documents.

In Lieu of STANDARD FORM 1442, CONTINUATION OF BLOCK 17 (INSERT PRICES)

BID ITEMS		EXPRESSED AMOUNT (\$)	WRITTEN AMOUNT
CLIN 0001	BASE BID:		
CLIN 0002	CRYPTS:		
CLIN 0003	COLUMBARIA MARBLE NICHE COVERS and MEMORIAL WALL PLAQUES:		
TOTAL CLIN 0001 – 0003:			
CLIN 0004	ADD ALTERNATE No. 1A:		
CLIN 0005	ADD ALTERNATE No. 1B:		
CLIN 0006	ADD ALTERNATE No. 2A:		
CLIN 0007	ADD ALTERNATE No. 2B:		
CLIN 0008	ADD ALTERNATE No. 3:		
TOTAL CLIN 0001 – 0008:			

The Offerors shall submit a proposal for CLINs 0001-0008. The Government intends to award a single contract. The award will be made on the basis of the lowest price technically acceptable offer. Depending on funding, the government may award a contract for CLIN 0001 (BASE BID), CLIN 0002 (CRYPTS) and CLIN 0003 (NICHE COVERS) and (WALL PLAQUES); or plus ADD ALTERNATE 1A and 1B; or plus ADD ALTERNATES 1A, 1B, 2A and 2B; or plus ADD ALTERNATES 1A, 1B, 2A, 2B and 3; depending on available funding at time of award.

NOTE: The work must be completed within 730 calendar days from the Notice to Proceed.

Failure to provide a price for any Bid Item or Add Alternate will render the proposal non-responsive.

Bid Items are described in Section 01 00 00 GENERAL REQUIREMENTS.

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

(a) This procurement is a 100% Small Business set-aside. All procurement materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting a proposal to the Department of Veterans Affairs. Prospective Offerors must obtain copies of solicitation documents from FedBizOpps, which will be available on or about October 18, 2011. By registering at FedBizOpps (<http://www.fedbizopps.gov>) the Offerors will have access to downloading plans, specifications and amendments, which will be available only in Adobe PDF electronic format. The Small Business must be registered in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> prior to award. By registering for the Register to Receive Notification list at <http://www.fedbizopps.gov>, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. There will be no public opening of the proposals received as a result of this solicitation.

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

(c) A bid guarantee is required in an amount not less than 20 percent of the offer 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 this solicitation, will require rejection of the proposal in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.

(d) If the contract will exceed \$100,000 (see FAR 28.102-1 for lesser amount), the offer 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 SF 25 and 25A may be obtained upon application to the issuing office.

(e) Price Range: Between \$20,000,000.00 and \$50,000,000.00

(f) Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received. Therefore, proposal should be submitted initially on the most favorable terms. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss, or revise their proposals.

END OF SECTION

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

1. PART I - GENERAL

A1. Gender: Whenever the masculine gender is used in this solicitation and contract documents, it shall be considered to include feminine.

A2. The Government makes no guarantee as to the accuracy of the electronic copies of drawings. The hard copy .pdf drawings provided by the Project Manager shall take precedence over electronic drawings.

A3. Federal Acquisition Regulations require that federal contractors register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and enter all mandatory information into the system. **Award cannot be made until the contractor has registered.** Offerors are encouraged to ensure that they are registered in CCR prior to submitting their proposal. In addition, Offerors shall complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database.

A4. Mailing List: Offerors are encouraged to enter their information in the FedBizOpps website at www.fedbizopps.gov.

A5. Amendments: Amendments to Solicitation No. **VA-101-11-RP-0182** will be posted at <http://www.fedbizopps.gov>. Paper copies of the amendments will NOT be individually mailed. By registering to Receive Notification list at <http://www.fedbizopps.gov>, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. Failure to acknowledge an amendment may result in your proposal being considered non-responsive.

A6. A public bid opening will not occur under this RFP solicitation.

A7. Pre-Proposal Conference: A Pre-proposal conference will be held on November 3, 2011, at 9:00AM Pacific Standard Time at the Tahoma National Cemetery, 18600 Southeast 240th Street, Kent, Washington 98042-4868.

A site visit will be conducted immediately following the pre-proposal conference. The offerors shall submit questions to the Senior Contracting Officer not later than November 7, 2011, at 4:30 pm Eastern Time to Derek Underwood at Derek.Underwood2@va.gov and Robert Klipfel at Robert.Klipfel@va.gov. The government will respond to all questions not later than November 14, 2011, via an amendment on FedBizOpps.

In the subject line of any e-Mail sent, identify:

TAHOMA NATIONAL CEMETERY VA-101-11-RP-0182

A8. 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

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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.

A9. Mentor-Protégé Program: Companies interested in applying to VA's Mentor-Protégé Program (MPP) may find instructions for submitting agreements at <http://www4.va.gov/OSDBU/veteran/mpp.asp>. VA OSDBU will limit the number of MPP agreements accepted in order to ensure that the program can be effectively managed. As a result, VA OSDBU may temporarily suspend receipt of new applications once volume reaches a certain level. If suspended, VA OSDBU will make an announcement on the above website when application acceptance will resume.

A10. VETS 100: Title 38, USC Section 4212(d) and Public Law 105-339, requires that federal contractors report, at least annually, the number and category of veterans who are within their workforce. Submission of the VETS 100 reporting information can be done electronically at:

<http://www.dol.gov/vets/programs/fcp/main.htm>. **For procurement awards in excess of \$25,000, this report must be completed and accepted prior to any Federal contract award.** Therefore, all potential contractors are encouraged to file every year.

A11. Required registration with contractor performance assessment reporting system (CPARS)

- (a) As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluations contractor past performance on all contracts that exceed \$550,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement, VA uses online databases located at the Contractor Performance Assessment Reporting System (CPARS) website; to include the Construction Contractor Appraisal Support System (CCASS), the Architect-Engine Contract Administration Support System (ACASS), and the Federal Awardee Performance & Integrity Information Retrieval System (FAPPIIS). This site is maintained by the Naval Sea Logistics Center. The CPARS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.
- (b) Each contractor whose contract award is estimated to exceed \$550,000 is required to register with the CPARS database at the following web address: <http://www.cpars.csd.disa.mil/accessforms/userforms.htm> (Corporate Senior Contractor Representative). Help in registering can be obtained by contacting CPARS Support E-mail (webptsmh@navy.mil) or by calling (207) 438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.
- (c) For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative will have thirty days to submit any comments and reassign the report to the VA contracting officer.
- (d) Failure to have a current registration with the CPARS database, or to reassign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

A12. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Mr. James Trimbo

Address: Tahoma National Cemetery
18600 Southeast 240th Street
Kent, WA 98042- 4868

Telephone: (425) 413-9614 or by e-Mail James.Trimbo@va.gov

(End of Provision)

A13. Proposal Submission:

a. **Documents required:** The proposals shall be submitted to the Contracting Officer by the due date and time as specified on the SF 1442 at the address as indicated below. The proposals shall be **spiral bound** into volumes (Volume I – Technical and Volume II – Cost) with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. The volumes shall be submitted in response to this solicitation. **Volume I** shall consist of the Technical Proposal and **Volume II** shall consist of the signed SF-1442, Price (continuation price page 5) acknowledgment of amendments, Representations and Certifications, and bid guarantee. *As a courtesy, e-Mail a copy of the Volume I and II to Derek.Underwood2@va.gov and the subject line should read “TAHOMA NATIONAL CEMETERY–(insert your company name).”*

b. All transmittal envelopes or other packaging shall be clearly marked with the solicitation number, offeror(s) name and return address.

c. All proposals should be mailed by fastest traceable means (i.e. FedEx, UPS, Airborne Express, etc) to avoid delays by USPS package irradiation treatment procedure in Washington, DC.

d. The offeror shall submit one (1) sealed original offer (Volumes I & II), and four (4) copies of their technical proposal (Volume I) to the office of Mr. Derek Underwood, Contracting Officer, Department of Veterans Affairs, Office of Construction & Facilities Management by the date and time shown on the SF 1442.

Postal Address:

Courier (FedEx)/Hand Carried Address:

Department of Veterans Affairs
Office Construction & Facilities Management
810 Vermont Avenue, NW (00CFM3B1)
Washington, DC 20420
Attn: DEREK UNDERWOOD

Department of Veterans Affairs
Office Construction & Facilities Management
425I Street, NW Room 6E.411A (00CFM3B1)
Washington, DC 20001
Attn: DEREK UNDERWOOD

A14. Selection Criteria and weightings:

Proposals will be evaluated and the Government intends to award a single contract to the offeror submitting a proposal that is determined to be most advantageous to the Government based on best value in accordance FAR

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Part 15; award will be made on the basis of the lowest price technically acceptable offeror (basis on its realism and acceptability to the Government).

1. Technical factors are all of equal importance and will be evaluated on the basis of Construction Management, past performance and schedule. To be determined technically acceptable, the offeror must be technically acceptable in each of the areas identified. Responsibility determination will be made in accordance with FAR Part 9.1.

2. Technical Evaluation - All technical factors and sub-factors are of equal importance. Technical proposal will be determined as acceptable or unacceptable.

A. Construction Management: This factor will be evaluated on the basis of personnel experience and technical/management approach where both of these sub-factors are relatively equal in importance. Concise, organized submissions that demonstrate a clear project understanding; an effective approach; propose a highly qualified team whose experience, qualifications, roles and responsibilities are clearly and concisely documented and consistent with project scope and effectively coordinated with other aspects of the proposal; and which clearly demonstrate the offeror's superior capability to perform; with well-thought and effective phasing, site use, quality control, and safety plans will be rated higher than disjointed, disorganized, and lengthy proposals with unclear, generic, or ineffective plans and information.

B. Past Performance: This factor will be evaluated on the basis of corporate project experience where all of these sub-factors are of equal in importance. Offeror's Corporate Project Experience will be evaluated on the basis of the answers to a series of questions directed to the references that are to be provided by the Offeror as part of the Technical Proposal requirement, past performance reported in government databases (i.e. PPIRS, CPARS, etc.), applicability of corporate experience provided in relation to size and scope compared to this project. Based upon these sub-factors, the Offeror's past performance will be ranked using the following ratings:

Rating		
A	Acceptable	Performance met the contract requirements
U	Unacceptable	Performance was poor and/or did not satisfy contract requirements
Note: If a response to any of the questions is Unacceptable, the reference will be asked to elaborate on the reason for the Unacceptable rating.		

The following is the list of questions that shall be asked:

- a. How would you rate the offeror's compliance with the contract requirements?
- b. How would you rate the effectiveness of the offeror's on-site management?
- c. How would you rate the offeror's use of appropriate personnel for contract requirements?
- d. How would you rate the offeror's timeliness in submission of schedule? Reports? Submittals?
- e. How would you rate the offeror's adherence to the construction schedule?
- f. How would you rate the offeror's responsiveness towards safety issues?
- g. How would you rate the offeror's ability to effectively deal with the customer and other Government personnel?
- h. How would you rate the offeror's cooperativeness in solving problems and negotiating changes?
- i. How would you rate the offeror's abilities to address any financial difficulties (i.e., payment of subcontractors and/or vendors, labor disputes, etc.)?

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- j. How would you rate the offeror's responsiveness to cure notices, show cause letters, suspension of payment, or termination notices?
- k. As the end user/customer, how would you rate your satisfaction with the end product?
- l. How would you rate the offeror's overall performance on this project?

C. Proposed Schedule: This factor will be evaluated on the basis of how reasonably and realistically it captures and addresses key elements and project phasing with respect to conditions and requirements.

B. PART II - PROPOSAL REQUIREMENTS

B1. The offeror shall submit one (1) sealed original offer (Volumes I & II), and four (4) copies of their technical proposal (Volume I) to the office of Mr. Derek Underwood, Senior Contracting Officer, Department of Veterans Affairs, Office of Construction & Facilities Management by the date and time shown on the SF 1442.

<u>Postal Address:</u>	<u>Courier (FedEx)/Hand Carried Address:</u>
Department of Veterans Affairs Office Construction & Facilities Management 810 Vermont Avenue, NW (00CFM3B1) Washington, DC 20420 Attn: DEREK UNDERWOOD	Department of Veterans Affairs Office Construction & Facilities Management 425I Street, NW Room 6E.411A (00CFM3B1) Washington, DC 20001 Attn: DEREK UNDERWOOD

B2. Technical and Cost sections of the Offers proposals will be evaluated independently. Offeror shall separately bind each section. Each section must therefore be labeled with the Offeror's organization, business address, and VA Project Number. Offerors shall affix their names and return addresses on their envelope/packaging.

- a) **Volume I TECHNICAL PROPOSAL** shall consist of the Technical proposal
- b) **Volume II COST PROPOSAL** shall consist of the signed SF-1442, Price (continuation price page 4) acknowledgment of amendments, Representations and Certifications and bid guarantee
- c) **As a courtesy** e-mail a copy of the Volume I and II to Derek.Underwood2@va.gov and the subject line should read "Tahoma National Cemetery – (insert your company name)."

B3. TECHNICAL PROPOSAL REQUIRMENTS

The Technical Proposal will be divided into three sections: (1) Construction Management; (2) Past Performance; and (3) Proposed Schedule.

1. Construction Management:

The offeror shall set forth its management approach in performing the work that is the subject of this Request for Proposal.

a. **Project Personnel Experience** (Specialized experience and technical competence): The Offeror shall demonstrate the relevant experience of key project personnel through a biographical narrative. At a minimum, the Offeror shall provide information on their proposed project manager and/or construction manager, and construction superintendent. Information shall include:

- Name of individual.
- Company employed by.

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- Company position title.
- Years with the company.
- Describe work experience with projects that were cemeteries, golf courses or similar projects and the company (by name) they worked for when involved in the project.
- An indication of which (if any) projects submitted under Corporate Experience (above) the individual participated in and what the individual's responsibility was for that project.
- An indication of which other individuals submitted under Project Personnel Experience this individual has worked with and the project they worked on together, noting if that project has been submitted under Corporate Experience (above).
- Position that the individual will hold in regard to this contract/project team, description of duties and what percentage of the individual's time would be committed to the project during the construction phases.
- Describe job related educational experience including degrees, certificates etc and granting institutions.

b. Technical/Management Approach: The Offeror shall demonstrate the following, relevant to the subject procurement.

- Project Delivery Philosophy - Include expectation statements concerning elements for Successful Partnering: Communication, Commitment and Conflict Resolution.
- Quality Assurance/Quality Control Plan
- Project Organizational Chart and Narrative - Include team members submitted under Project Personnel Experience above. Clearly describe the prime responsible firm and individuals as well as the roles and responsibilities of individuals proposed as consultants and sub contractors.
- Provide a brief narrative of all consultants and all proposed major subcontractors, including phone numbers, addresses, name of contacts, years of experience, size and scope of relevant projects, and other pertinent information as the Offeror sees fit. Demonstrate how the general contractor and subcontractors meet or exceed the following minimum requirements:
 - The offeror shall have at least 3 years experience as a general contractor and at least 3 years experience building golf courses or similar earthwork projects; include a copy of license as a general contractor for the offeror.
 - Preferably, the landscape contractor and the irrigation contractor are one and the same and have at least 3 years experience on landscaping projects with at least 50 acres in size;
 - The irrigation contractor has at least 3 years irrigation experience and has completed at least 3 projects that exceeded 50 irrigated acres each;
 - The earthwork contractor has at least 3 years experience in mass excavation and finish grading;
 - The paving contractor has at least 3 years experience in road paving;
 - The crypt manufacturer shall have at least 3 years experience in the manufacture the pre-placed crypts;
 - The crypt installing contractor shall have at least 3 years experience in the placement of double depth or quads under comparable conditions
 - The niche manufacturer shall have at least 3 years experience in the manufacture of pre-cast, reinforced concrete niches;
 - The columbarium manufacturer shall have at least 3 years experience in the manufacture of the pre-cast units;
 - The columbarium installing contractor shall have at least 3 years experience in the construction of columbaria of comparable size, level of detail, and quality of work typical of National Cemeteries.

- Capability to Perform – The Offeror shall provide the following:
 - A statement of their company's total bonding capacity, current available bonding capacity and expected available capacity for 2011.
 - A statement of their company's current workload and availability of staff and resources to adequately manage and execute the project.
 - Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules, staffing plans, and resources.

2. Past Performance:

Corporate Project Experience: The Offeror shall demonstrate corporate experience with no less than two and no more than three projects completed within the last three years of contracts similar in size and scope to this project. In describing project experience, provide the following information:

- Project title, location, summarized project scope, and contracting method (design-build, design bid construct, CM at risk etc).
- Project owner and name and telephone number of owner's contact person.
- Project design Architect and Engineers (consultants if utilized) and name and telephone number of contact person(s).
- Project Statistics including start and completion dates (original vs. actual); cost (bid vs. final with brief explanation of what is included in the cost); square footage; foundation type; number of levels; and any awards (prizes) received.

3. Proposed Schedule:

The Offeror shall submit a proposed project schedule in the format of a time-scaled bar (Gantt) chart. The schedule's time frame shall be from Notice to Proceed through Final Acceptance in accordance with the performance period specified in the SF 1442. The schedule shall be broken down by trade or major division of work showing start and completion dates. The major work divisions shall be further broken down into detailed tasks and critical milestones with linkages between tasks. The Offeror shall specify allowances for bad weather, days of the week and hours of operation during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract period based upon the Offeror's cost proposal.

END OF SECTION

GENERAL CONTRACTOR REFERENCE FORM

OFFEROR:_____

SOLICITATION NO. _____

CONTRACT NO. _____ PROJECT NO. _____

PROJECT TITLE: _____

LOCATION: _____

CONTRACTING OFFICER/POC: _____

PHONE NO: _____

EMAIL ADDRESS: _____

OWNERS PROJECT MANAGER/POC _____

PHONE NO: _____

EMAIL ADDRESS: _____

TYPE OF CONTRACT (Negotiated, Design/Build, Design/Bid/Build)

AWARD AMOUNT: _____ FINAL AMOUNT: _____

ORIGINAL SCHEDULED COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

OSHA CITATIONS (If Applicable) _____

LIST ALL MAJOR SUBCONTRACTORS (With Point of Contact & Phone Numbers)

DESCRIPTION OF PROJECT

**INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS
TO BIDDERS/OFFERORS (continued)**

2.1 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

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(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

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(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

2.2 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

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(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

2.3 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

2.4 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(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, Davis-Bacon Act, of this solicitation.

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

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

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

(End of Provision)

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

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

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

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Goals for minority participation for each trade	Goals for female participation for each trade
7.2 %	6.9 %

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
City of Bourne
County of Barnstable
State of Massachusetts

(End of Provision)

2.6 52.228-1 BID GUARANTEE (SEP 1996)

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

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(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.-

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

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

(End of Provision)

2.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) 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: DEREK UNDERWOOD

Senior Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs
Office of Construction and
Facilities Management (00CFM3B1)
425 I Street, NW Room 6E.411A
Washington, DC 20001

Mailing Address:

Department of Veterans Affairs
Office of Construction and
Facilities Management (00CFM3B1)
810 Vermont Avenue, NW
Washington , DC 20420

(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)

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2.8 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

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

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

Thursday, November 3, 2011, at 9:00AM Pacific Standard Time

(c) Participants will meet at-

Tahoma National Cemetery, 18600 SE 240th Street, Kent, Washington

(End of Provision)

2.9 VAAR 804.1102 VENDOR INFORMATION PAGES (VIP) DATABASE

Prior to January 1, 2012, all VOSBs and SDVOSBs must be listed in the VIP database, available at <http://www.VetBiz.gov>, and also must be registered in the Central Contractor Registration (CCR) (see 48 CFR subpart 4.11) to receive contract awards under VA's Veteran-owned Small Business prime contracting and subcontracting opportunities program. After December 31, 2011, all VOSBs, including SDVOSBs, must be listed as verified in the VIP database, and also must be registered in the CCR to be eligible to participate in order to receive new contract awards under this program.

(End of Provision)

2.10 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 Provision)

2.11 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)

2.12 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

2.13 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)

2.14 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN 2004
	ACQUISITION	
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$33.5 Million.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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.

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(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(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.

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

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

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

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

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II 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 Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

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

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

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

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☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

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

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

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

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

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA 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
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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 ORCA.

(End of Provision)

**3.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY
MATTERS (JAN 2011)**

(a) Definitions. As used in this provision--

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of Provision)

PROVISION FOR ACTS OF MISREPRESENTATION

3.3 VAAR 809.406-2 CAUSE FOR DEBARMENT

(a) Misrepresentation of VOSB or SDVOSB eligibility may result in action taken by VA officials to debar the business concern for a period not to exceed 5 years from contracting with VA as a prime contractor or a subcontractor.

(b) Any deliberate violation of the limitation on subcontracting clause requirements for acquisitions under subpart 819.70 may result in action taken by VA officials to debar any service-disabled veteran-owned, veteran-owned small business concern or any large business concern involved in such action.

(End of Provision)

GENERAL CONDITIONS

Organizational Substitution (Construction)

(a) All requests of the contractor to substitute any key personnel, subcontractor, or consultant that was included in its proposal at the time of award shall be made in writing to the contracting officer in accordance with paragraph (b) below.

(b) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the contracting officer. Proposed substitutions shall have comparable qualifications, as determined by the contracting officer, to those of the individuals or firms being replaced. It is within the sole discretion of the contracting officer to approve or deny a proposed substitution.

(c) The contractor shall not make any substitutions before it receives written consent from the contracting officer approving the substitution. The contract price will not be adjusted for any substitution made pursuant to this clause.

Limitations on Subcontracting – Monitoring and Compliance

This solicitation includes FAR 52.219-14, Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include the 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.

4.1 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall

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report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if--

(i) In the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fhrs.gov>, if--

(i) In the subcontractor's preceding fiscal year, the subcontractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of Clause)

4.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) ALTERNATE I (JAN 2011)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

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

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

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

(End of Clause)

4.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than *660 calendar days after receiving notice to proceed. The time stated for completion shall include final cleanup of the premises.

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

(End of Clause)

4.4 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete each separate part or stage of the work within the time specified in the contract for that part or stage, or any extension, the Contractor shall pay to the Government as liquidated damages the following amounts:

PART OR STAGE OF THE WORK	LIQUIDATED DAMAGES FOR EACH DAY OF DELAY
All work must be completed within 730 calendar days from the notice to proceed.	\$1,000.00

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

4.5 52.211-13 TIME EXTENSIONS (SEPT 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of Clause)

4.6 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

4.7 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

4.8 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Provision)

**4.9 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
REREPRESENTATION (APR 2009)**

(a) Definitions. As used in this clause-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 237990 assigned to contract number .

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

(End of Clause)

4.10 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

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

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

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that

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contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

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

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

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

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

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

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

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

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

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

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

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

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

(End of Clause)

4.11 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--

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

(1) Means any item of supply that is--

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

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

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"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification

requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: **<http://www.dhs.gov/E-Verify>**.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of Clause)

**4.12 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
(DEC 2007)**

(a) Definition. As used in this clause--

"Energy-efficient product"--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

- (1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or
- (2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

- (1) ENERGY STAR at <http://www.energystar.gov/products>; and
- (2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html (End of Clause)

4.13 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired--

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

(End of Clause)

4.14 52.225-11 BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (SEP 2010)

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

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or 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 construction material (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.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country 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.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a-10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505](#)(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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Item 2:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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[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)

**4.15 52.225-12 NOTICE OF BUY AMERICAN ACT
REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE
AGREEMENTS. (FEB 2009)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(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 construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of

FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country 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 FAR clause [52.225-11](#) 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 FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country 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 clause)

**4.16 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)
ALTERNATE I (DEC 2007)**

(a) Except as otherwise provided, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(b) This patent indemnification shall not apply to the following items:

none

(End of Clause)

4.17 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

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

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

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

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

4.18 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)

4.19 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION. (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the

Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words “directed,” “required,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the “direction,” “requirement,” “order,” “designation,” or “prescription,” of the Contracting Officer is intended and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by,” or “acceptable to,” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(c) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (*i.e.*, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government’s reasons therefor. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

4.20 52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NONE

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

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- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

NONE

(End of Clause)

4.21 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)

4.22 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

4.23 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

4.24 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)

If any unit of the work contracted for is accepted in advance of the whole, the rate of liquidated damages assessed will be in the ratio that the value of the unaccepted work bears to the total amount of the contract. If a separate price for unaccepted work has not been stated in the contractor's bid, determination of the value thereof will be made from schedules of costs furnished by the contractor and approved by the contracting officer, as specified elsewhere in the contract.

(End of Clause)

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

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

(End of Clause)

4.26 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)

4.27 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)

4.28 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)

4.29 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)

4.30 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)

4.31 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)

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

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

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes 2 inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3/8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproducibles) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades which will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the contractor's planned methods of installation. The objectives of such drawings are to promote carefully planned work sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the contractor and to the Government. In the event the contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the contracting officer immediately. In doing so, the contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings until the conflicts have been corrected to the satisfaction of the contracting officer. It is the responsibility of the contractor to submit the

required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

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

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

(End of Clause)

4.33 VAAR 852.236-83 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS) (JUL 2002) ALTERNATE I (JUL 2002)

The clause entitled "Payments under Fixed-Price Construction Contracts" in FAR 52.232-5 is implemented as follows:

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where the 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 either to meet schedules in Section Network Analysis System (NAS), or to process the Interim Arrow Diagram/Complete Project Arrow Diagram;

(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

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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 costs in accordance with the requirements of Section Network Analysis System (NAS) to the contracting officer for approval within 90 calendar days after date of receipt of notice to proceed. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed.

(1) 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 his/her original estimate sheets or other information to substantiate the detailed makeup of the cost schedule.

(2) The total costs of all activities shall equal the contract price.

(3) Insurance and similar items shall be prorated and included in each activity cost of the critical path method (CPM) network.

(4) The CPM network shall include a separate cost loaded activity for adjusting and testing of the systems listed below. The percentages listed below will be used to determine the cost of adjust and test activities and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed.

(5) Payment for adjust and test activities 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 show on the critical path method (CPM) network the total cost of the guarantee period services in accordance with the guarantee period service section(s) of the specifications. This cost shall be priced out when submitting the CMP cost loaded network. The cost submitted shall be subject to the approval of the contracting officer. The activity on the CPM shall have money only and not activity time.

(ii) The contractor shall submit with the CPM a guarantee period performance program which 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.

(iii) 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 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

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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 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)

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)

**4.34 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)

4.35 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)

4.36 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)

4.37 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

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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)

4.38 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.

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(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)

4.39 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)

4.40 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)

4.41 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)

4.42 VAAR 852.273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - October 2008)

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at:

<http://checklists.nist.gov>

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site:

http://www.iprm.oit.va.gov/docs/Security_and_Privacy_Requirements_for_IT_Contracts_Attachment.pdf

(End of Clause)

4.43 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Clause)

4.44 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

(End of Clause)

4.45 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.210-1	MARKET RESEARCH	APR 2011
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010

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52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	JUN 2010
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	SEP 2009
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (AUG 2003) AND ALTERNATE II (AUG 2003)	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP 2010
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	JUN 2008

	PURCHASES	
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	SEP 2009
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.228-15	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION	OCT 2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.233-1	DISPUTES	JUL 2002
	ALTERNATE I (DEC 1991)	
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
	ALTERNATE I (APR 1984)	
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-16	QUANTITY SURVEYS	APR 1984

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52.236-17	ALTERNATE I (APR 1984) LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	ALTERNATE I (APR 1984) PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6A	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	ALTERNATE I (JUN 2010) GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	ALTERNATE I (APR 1984) VALUE ENGINEERING--CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
52.249-10	ALTERNATE I (SEPT 1996) DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
852.236-84	SCHEDULE OF WORK PROGRESS	NOV 1984

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DAVIS-BACON WAGE DETERMINATIONS

General Decision Number: WA100051 07/29/2011 WA51

Superseded General Decision Number: WA20080051

State: Washington

Construction Type: **Building**

County: King County in Washington.

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

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	07/02/2010
3	07/09/2010
4	07/23/2010
5	07/30/2010
6	08/06/2010
7	08/13/2010
8	09/24/2010
9	10/01/2010
10	10/08/2010
11	11/19/2010
12	11/26/2010
13	12/03/2010
14	01/07/2011
15	01/21/2011
16	01/28/2011
17	03/11/2011
18	03/25/2011
19	04/01/2011
20	04/08/2011
21	04/22/2011
22	04/29/2011
23	06/17/2011
24	07/01/2011
25	07/22/2011
26	07/29/2011

ASBE0007-002 01/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 38.93	13.75

BRWA0001-011 06/01/2011		

	Rates	Fringes
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Bricklayers, Caulkers.....\$ 34.20 13.27

CARP0770-020 06/01/2009

	Rates	Fringes
CARPENTER (Acoustical Installation).....	\$ 35.55	13.08
CARPENTER (Including Formwork, Drywall Hanging, Cabinet Installation; Insulator-Batt and Metal Stud Installation).....	\$ 35.39	13.08
MILLWRIGHT.....	\$ 36.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the
free zone computed from the city center of the following
listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT
AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,
Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0046-006 06/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 40.81	3%+15.71

* ELEC0046-007 03/07/2011

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	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 26.30	8.37
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 26.30	8.73

ELEV0019-005 01/01/2010		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.14	20.035+A+B

FOOTNOTE:

- a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.
- b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

ENGI0302-019 06/01/2009

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Excavator/Trackhoe: Over
90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Loaders-overhead, 8 yards
and over; excavator/Trackhoe: over 50 metric tons to 90
metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom
(including jib with attachments); Excavator/Trackhoe: over
30 metric tons to 50 metric tons; Loader- overhead 6 yards
to, but not including 8 yards; Dozer D-10; Screedman;
Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;
Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons;

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Horizontal/directional drill operator; Loaders-overhead under 6 yards; Crane Oiler-100 Tons and Over; Compactor; Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Crane Oiler under 100 tons; Excavator/Trackhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Service Oiler; Concrete Pump; Outside Hoist (Elevators and Manlifts); Pump Grout

GROUP 4 - Roller-other than plant mix; Forklift: under 3000 lbs with attachments; Bobcat; Rigger/Bellman

IRON0086-010 07/01/2010

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 37.67	19.60

LABO0001-016 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator; Grade Checker; Gunite; Pipe Layer; Vibrating Plate

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GROUP 5: Mason Tender-Brick

PAIN0005-029 07/01/2011		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.87	14.32

PAIN0005-030 07/01/2010		
	Rates	Fringes
Painters:		
Parking Lot and Highway		
Striping Only.....	\$ 27.74	11.66

PAIN0005-031 07/01/2011		
	Rates	Fringes
PAINTER (Including Brush, Roller, Spray and Prep Work).....	\$ 24.66	8.24

PAIN0188-005 07/01/2011		
	Rates	Fringes
GLAZIER.....	\$ 37.30	13.56

PAIN1238-002 01/01/2011		
	Rates	Fringes
SOFT FLOOR LAYER (Including Vinyl and Carpet).....	\$ 28.92	12.59

PLAS0077-001 07/01/2008		
	Rates	Fringes
PLASTERER.....	\$ 32.50	12.33

PLAS0528-004 07/01/2011		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.00	13.63

PLUM0032-009 01/01/2011		
	Rates	Fringes
PIPEFITTER.....	\$ 49.71	24.80
PLUMBER (Including HVAC Pipe Installation).....	\$ 49.71	24.80
REFRIGERATION MECHANIC.....	\$ 47.96	21.82

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ROOF0054-008 06/01/2011

	Rates	Fringes
ROOFER (Excluding Metal Roofs)...	\$ 31.57	12.08

SFWA0699-006 07/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 45.69	22.55

SHEE0066-024 06/01/2011

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work and Installation of HVAC Systems)....	\$ 44.59	21.81

SUWA2009-024 05/22/2009

	Rates	Fringes
LABORER: Driller.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.73	0.00
LABORER: Overhead Door Installation.....	\$ 22.31	3.44
OPERATOR: Backhoe.....	\$ 29.95	7.20
OPERATOR: Mechanic.....	\$ 24.33	4.33
ROOFER: Metal Roof Only.....	\$ 24.30	4.05
TILE SETTER.....	\$ 18.72	3.35
TRUCK DRIVER: Dump Truck.....	\$ 27.43	0.00

* TEAM0174-005 06/01/2009

	Rates	Fringes
Truck drivers: ZONE A: GROUP 2:.....	\$ 31.03	14.60

ZONE B (25-45 miles from center of listed cities*): Add \$.70
per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add
\$1.00 per hour to Zone A rates.

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*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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 (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

VA-101-11-RP-0182

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

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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.

END OF GENERAL DECISION

VA-101-11-RP-0182

General Decision Number: WA100110 07/01/2011 WA110

Superseded General Decision Number: WA20080110

State: Washington

Construction Type: **Heavy**
including water and sewer line construction

County: King County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	07/02/2010
3	07/09/2010
4	07/30/2010
5	08/13/2010
6	09/10/2010
7	10/01/2010
8	11/19/2010
9	11/26/2010
10	01/21/2011
11	07/01/2011

ASBE0007-001 01/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Pipe and Duct Insulation).....	\$ 38.93	13.75

CARP0770-030 06/01/2009

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 35.39	13.08
MILLWRIGHT.....	\$ 36.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIERS)

Hourly Zone Pay shall be paid on jobs located outside of the
free zone computed from the city center of the following
listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles

VA-101-11-RP-0182

Centralia Mount Vernon Sunnyside
Chelan Pt. Townsend

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT
AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,
Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0046-006 06/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 40.81	3%+15.71

ELEC0077-001 02/01/2010

	Rates	Fringes
Line Construction:		
LINEMEN.....	\$ 42.27	13.54

ENGI0302-026 06/01/2009

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent,
Mount Vernon, Port Angeles, Port Townsend, Seattle,
Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

VA-101-11-RP-0182

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Tower crane over 175 ft in
height, base to boom; Excavator/Trackhoe: Over 90 metric
tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over;
excavator/Trackhoe: over 50 metric tons to 90 metric tons;
Backhoe- 6 yards and over with attachments

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 45 tons thru 99 tons; Derricks on building work;
Excavator/Trackhoe: over 30 metric tons to 50 metric tons;
Loader- overhead 6 yards to, but not including 8 yards;
Dozer D-10; Screedman; Scrapers: 45 yards and over;
Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with
attachments; Crane-overhead, bridge type-20 tons through 44
tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric
tons; Horizontal/directional drill operator;
Loaders-overhead under 6 yards; Crane Oiler-100 Tons and
Over; Scraper: under 45 tons; Backhoe- 3 yards and under;
Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane
over 10 tons; Dozers-D-9 and under; Motor patrol
grader-nonfinishing; Roller-Plant Mix; Crane Oiler under
100 tons; Excavator/Trackhoe: under 15 metric tons; Service
Oiler; Conveyors; Backhoe 75 hp and under; Boom Truck over
10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than
plant mix; Rigger/Bellman; Grade Checker; Drill Assistant;
Boom Truck 10 tons and under

IRON0086-010 07/01/2010

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 37.67	19.60

LABO0001-025 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 24.86	9.07

VA-101-11-RP-0182

GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Form
Stripping; Sign Erector/Installer

GROUP 4: Grade Checker; Pipe Layer; Handheld Drill; High
Scaler; Jackhammer

GROUP 5: Mason Tender-Brick

PAIN0005-008 03/01/2009

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 20.82	7.44

* PLAS0528-004 07/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.00	13.63

PLUM0032-011 01/01/2011

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 49.71	24.80

SUWA2009-061 08/07/2009

	Rates	Fringes
LABORER: Landscape and Irrigation.....	\$ 8.77	1.80

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OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Bobcat/Skid Loader....	\$ 10.63	0.00
OPERATOR: Broom/Sweeper.....	\$ 30.39	3.77
OPERATOR: Forklift.....	\$ 28.03	7.28
OPERATOR: Power Shovel.....	\$ 25.12	7.83
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72

* TEAM0174-003 06/01/2009

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 31.87	14.60
GROUP 2:.....	\$ 31.03	14.60
ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.		
ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.		
*Zone pay will be calculated from the city center of the following listed cities:		

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment.; Water Truck-3,000 gallons and over; Semi-Trailer Truck

GROUP 2 - Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Water Truck- less than 3,000 gallons

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with

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a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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 (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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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.

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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.

END OF GENERAL DECISION

VA-101-11-RP-0182

General Decision Number: WA100001 08/12/2011 WA1

Superseded General Decision Number: WA20080001

State: Washington

Construction Type: **Highway**

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/16/2010
3	07/02/2010
4	07/30/2010
5	08/06/2010
6	08/20/2010
7	09/10/2010
8	09/24/2010
9	10/01/2010
10	10/08/2010
11	10/15/2010
12	11/05/2010
13	11/12/2010
14	11/26/2010
15	12/03/2010
16	01/07/2011
17	01/21/2011
18	03/11/2011
19	04/15/2011
20	05/13/2011
21	06/10/2011
22	06/17/2011
23	06/24/2011
24	07/01/2011
25	08/05/2011
26	08/12/2011

CARP0001-008 09/01/2009

Rates

Fringes

Carpenters:

COLUMBIA RIVER AREA -
ADAMS, BENTON, COLUMBIA,
DOUGLAS (EAST OF THE 120TH
MERIDIAN), FERRY,
FRANKLIN, GRANT, OKANOGAN
(EAST OF THE 120TH
MERIDIAN) AND WALLA WALLA
COUNTIES

GROUP 1:.....\$ 27.73

10.56

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GROUP 2:.....	\$ 29.73	10.56
GROUP 3:.....	\$ 28.00	10.56
GROUP 4:.....	\$ 27.73	10.56
GROUP 5:.....	\$ 63.50	10.56
GROUP 6:.....	\$ 30.75	10.56
GROUP 7:.....	\$ 31.75	10.56
GROUP 8:.....	\$ 28.00	10.56
GROUP 9:.....	\$ 33.75	10.56

SPOKANE AREA: ASOTIN,
GARFIELD, LINCOLN, PEND
OREILLE, SPOKANE, STEVENS
AND WHITMAN COUNTIES

GROUP 1:.....	\$ 26.06	10.56
GROUP 2:.....	\$ 28.06	10.56
GROUP 3:.....	\$ 26.32	10.56
GROUP 4:.....	\$ 26.06	10.56
GROUP 5:.....	\$ 60.14	10.56
GROUP 6:.....	\$ 29.07	10.56
GROUP 7:.....	\$ 30.07	10.56
GROUP 8:.....	\$ 27.32	10.56
GROUP 9:.....	\$ 33.07	10.56

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting,
placing collars, setting, welding, or creosote treated
material, on all piling

GROUP 4: Bridge carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator
Not Under Pressure

GROUP 8: Assistant Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-40 MILES	FREE
ZONE 2	41-65 MILES	\$2.25/PER HOUR
ZONE 3	66-100 MILES	\$3.25/PER HOUR
ZONE 4	OVER 100 MILES	\$4.75/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main
Post Office of established residence of employee (Whichever
is closest to the worksite).

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CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot
101-150 feet \$3.00 per foot
151-220 feet \$4.00 per foot
221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free
26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

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LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0003-006 06/01/2007

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 27.56	13.30
DIVERS TENDERS.....	\$ 30.28	13.30
DIVERS.....	\$ 68.84	13.30
DRYWALL.....	\$ 27.56	13.30
MILLWRIGHTS.....	\$ 28.04	13.30
PILEDRIERS.....	\$ 28.04	13.30

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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CARP0770-003 06/01/2009

	Rates	Fringes
Carpenters:		
CENTRAL WASHINGTON:		
CHELAN, DOUGLAS (WEST OF		
THE 120TH MERIDIAN),		
KITTTITAS, OKANOGAN (WEST		
OF THE 120TH MERIDIAN) AND		
YAKIMA COUNTIES		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 25.25	11.97
CARPENTERS.....	\$ 35.39	11.97
DIVERS TENDER.....	\$ 39.15	13.08
DIVERS.....	\$ 87.20	13.08
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 36.39	11.97
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 35.59	11.97

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the
free zone computed from the city center of the following
listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT
AND PILEDRIIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,
Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

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CARP0770-006 06/01/2009

	Rates	Fringes
Carpenters:		
WESTERN WASHINGTON:		
CLALLAM, GRAYS HARBOR,		
ISLAND, JEFFERSON, KING,		
KITSAP, LEWIS (excludes		
piledrivers only), MASON,		
PACIFIC (North of a		
straight line made by		
extending the north		
boundary line of Wahkiakum		
County west to the Pacific		
Ocean), PIERCE, SAN JUAN,		
SKAGIT, SNOHOMISH,		
THURSTON AND WHATCOM		
COUNTIES		
BRIDGE CARPENTERS.....	\$ 35.39	13.08
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 35.49	13.08
CARPENTERS.....	\$ 35.39	13.08
DIVERS TENDER.....	\$ 39.15	13.08
DIVERS.....	\$ 87.20	13.08
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 36.39	13.08
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the
free zone computed from the city center of the following
listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:	
0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT

VA-101-11-RP-0182

AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,
Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0046-001 06/01/2009

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.89	3%+15.71
ELECTRICIAN.....	\$ 40.81	3%+15.71

* ELEC0048-003 07/01/2011

CLARK, KLINKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.66	17.49
ELECTRICIAN.....	\$ 36.05	17.38

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the
free zone computed from the city center of the following
listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and
Astoria

Zone Pay:

Zone 1: 31-50 miles	\$1.50/hour
Zone 2: 51-70 miles	\$3.50/hour
Zone 3: 71-90 miles	\$5.50/hour
Zone 4: Beyond 90 miles	\$9.00/hour

*These are not miles driven. Zones are based on Delorme
Street Atlas USA 2006 plus.

ELEC0073-001 01/01/2010

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 28.62	3%+12.98
ELECTRICIAN.....	\$ 28.52	14.44

VA-101-11-RP-0182

ELEC0076-002 09/01/2009

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.32	3%+16.45
ELECTRICIAN.....	\$ 34.84	3%+16.40

* ELEC0112-005 06/01/2011

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA
WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.70	35+14.63
ELECTRICIAN.....	\$ 35.90	3%+14.63

ELEC0191-003 02/01/2010

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 42.09	13.75
ELECTRICIAN.....	\$ 38.26	13.64

ELEC0191-004 02/01/2010

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.24	13.59
ELECTRICIAN.....	\$ 34.76	13.48

ELEC0970-001 01/01/2009

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 34.68	3%+9.59
ELECTRICIAN.....	\$ 31.53	3%+9.59

ENGI0302-003 06/01/2009

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF
THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN),
SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE
120TH MERIDIAN) COUNTIES

VA-101-11-RP-0182

PROJECTS: CATEGORY A PROJECTS (EXCLUDES CATEGORY B PROJECTS, AS SHOWN BELOW)

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power);

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Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

Category B Projects: 95% of the basic hourly reate for each group plus full fringe benefits applicable to category A projects shall apply to the following projects. A Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$.70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44

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tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. REDUCED RATES MAY BE PAID ON THE FOLLOWING:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving including, but utilities excluded.
3. Marine projects (docks, wharfs, ect.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed

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hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

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ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN),
COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY,
FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH
MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN
AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 24.41	12.05
GROUP 1.....	\$ 24.76	12.05
GROUP 2.....	\$ 25.08	12.05
GROUP 3.....	\$ 25.69	12.05
GROUP 4.....	\$ 25.85	12.05
GROUP 5.....	\$ 26.01	12.05
GROUP 6.....	\$ 26.29	12.05
GROUP 7.....	\$ 26.56	12.05
GROUP 8.....	\$ 27.66	12.05

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;
Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors
(under 2000 CFM, gas, diesel, or electric power); Deck
Hand; Drillers Helper (Assist driller in making drill rod
connections, service drill engine and air compressor,
repair drill rig and drill tools, drive drill support truck
to and on the job site, remove drill cuttings from around
bore hole and inspect drill rig while in operation);
Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman;

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Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumora, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

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GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly andSimilar); Ultra High Pressure Wateriet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
180 ft to 250 ft \$.50 over scale
Over 250 ft \$.80 over scale

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NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

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LEWIS, PIERCE, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 35.79	15.15
GROUP 1AA.....	\$ 36.36	15.15
GROUP 1AAA.....	\$ 36.92	15.15
GROUP 1.....	\$ 35.24	15.15
GROUP 2.....	\$ 34.75	15.15
GROUP 3.....	\$ 34.33	15.15
GROUP 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$.70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead,

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bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers- self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator- concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million

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excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

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CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
Power equipment operators:		
(See Footnote A)		
GROUP 1.....	\$ 37.27	12.35
GROUP 1A.....	\$ 39.13	12.35
GROUP 1B.....	\$ 41.00	12.35
GROUP 2.....	\$ 35.64	12.35
GROUP 3.....	\$ 34.64	12.35
GROUP 4.....	\$ 33.71	12.35
GROUP 5.....	\$ 32.60	12.35
GROUP 6.....	\$ 29.61	12.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of

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Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer

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operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic;

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CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push- ull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationay Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders,

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Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Belcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing mahine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber- tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULRS: Cat wagon DJBs Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine

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operator; Lime spreading operator, construction job siter;
 SWEEPERS: Sweeper operator (Wayne type) self-propelled
 construction job site; TRACTOR-RUBBER TIRED: Tractor
 operator, rubber-tired, 50 hp flywheel and under; Trenching
 machine operator, maximum digging capacity 3 ft depth;
 TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill
 Operator (any type); Truck mounted asphalt spreader, with
 screed; COMPRESSORS: Compressor Operator (any power), under
 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler,
 Assistant Conveyor Operator; Conveyor Operator; Mixer Box
 Operator (C.T.B., dry batch, etc.); Cement Hog Operator;
 Concrete Saw Operator; Concrete Curing Machine Operator
 (riding type); Wire Mat or Brooming Machine Operator;
 CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler
 Driver; A-frame Truck Operator, single drum; Tugger or
 Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher
 Feeder; CRUSHER: Crusher oiler; Crusher feeder; DRILLING:
 Drill Tender; Auger Oiler; FLOATING EQUIPMENT:
 Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding
 Operator, construction job site (exclduing working
 platform); Fork Lift or Lumber Stacker Operator,
 construction job site; Ross Carrier Operator, construction
 job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL
 EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail
 machines; Guardrail Punch Oiler; HEATING PLANT: Temporary
 Heating Plant Operator; LOADERS: Bobcat, skid steer (less
 than 1 cu yd.); Bucket Elevator Loader Operator,
 BarberGreene and similar types; OILERS: Oiler; Guardrail
 Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade
 Oiler, required to check grade; Grade Checker; Rigger;
 PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman
 (power agitated); PUMPS: Pump Operator (any power);
 Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman;
 Oiler; Switchman; Motorman; Ballast Jack Tamper Operator;
 SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler,
 Grade Oiler (required to check grade); Grade Checker;
 Fireman; SWEEPER: Broom operator, self propelled,
 construction job site; SURFACING (BASE) MATERIAL: Roller
 Operator, grading of base rock (not asphalt); Tamping
 Machine operartor, mechanical, self-propelled; Hydrographic
 Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade
 Oiler; TUNNEL: Conveyor operator; Air filtration equipment
 operator

 IRON0014-005 07/01/2010

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
 GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
 STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.09	19.60

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IRON0029-002 07/01/2010

CLARK, COWLITZ, KLUCKITAT, PACIFIC, SKAMANIA, AND WAHKAUKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.62	19.60

IRON0086-002 07/01/2010

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.09	19.60

IRON0086-004 07/01/2010

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.67	19.60

LABO0001-002 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHKAUKUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
GROUP 1.....	\$ 21.77	9.07
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS AND YAKIMA COUNTIES		
GROUP 1.....	\$ 17.95	9.07
GROUP 2.....	\$ 20.58	9.07

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GROUP 3.....	\$ 22.54	9.07
GROUP 4.....	\$ 23.09	9.07
GROUP 5.....	\$ 23.48	9.07

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating
Screed; Asbestos Abatement Laborer; Ballast Regulator
Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter
Tender; Cement Finisher Tender; Change House or Dry Shack;
Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;
Clean-up Laborer; Concrete Form Stripper; Curing Laborer;
Demolition (wrecking and moving including charred
material); Ditch Digger; Dump Person; Fine Graders;
Firewatch; Form Setter; Gabian Basket Builders; Grout
Machine Tender; Grinders; Guardrail Erector; Hazardous
Waste Worker (Level C: uses a chemical "splash suit" and
air purifying respirator); Maintenance Person; Material
Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale
Person; Sloper Sprayer; Signal Person; Stock Piler; Stake
Hopper; Toolroom Man (at job site); Topper-Tailer; Track
Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.);

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Clary Power Spreader; Concrete Dumper/Chute Operator;
Concrete Saw Operator; Drill Operator (hydraulic, diamond,
aiartrac); Faller and Bucker Chain Saw; Grade Checker and
Transit Person; Groutmen (pressure) including post tension
beams; Hazardous Waste Worker (Level B: uses same
respirator protection as Level A. A supplied air line is
provided in conjunction with a chemical "splash suit");
High Scaler; Jackhammer; Laserbeam Operator; Manhole
Builder-Mudman; Nozzleman (concrete pump, green cutter when
using combination of high pressure air and water on
concrete and rock, sandblast, gunite, shotcrete, water
blaster, vacuum blaster); Pavement Breaker; Pipe Layer and
Caulker; Pipe Pot Tender; Pipe Reliner (not insert type);
Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power;
Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft);
Spreader (concrete); Tamper and Similar electric, air and
glas operated tool; Timber Person-sewer (lagger shorer and
cribber); Track Liner Power; Tugger Operator; Vibrator;
Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier;
Powderman; Re-Timberman; Hazardous Waste Worker (Level A:
utilizes a fully encapsulated suit with a self-contained
breathing apparatus or a supplied air line).

LABO0238-004 06/01/2011

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th
Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE,
STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 21.31	10.00
GROUP 2.....	\$ 23.41	10.00
GROUP 3.....	\$ 23.68	10.00
GROUP 4.....	\$ 23.95	10.00
GROUP 5.....	\$ 24.23	10.00
LABORER (SPOKANE)		
GROUP 1.....	\$ 21.01	10.00
GROUP 2.....	\$ 23.11	10.00
GROUP 3.....	\$ 23.38	10.00
GROUP 4.....	\$ 23.65	10.00
GROUP 5.....	\$ 23.93	10.00

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

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LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain

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Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

GROUP 6 - Powderman

LABO0238-006 06/01/2011

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 23.95	9.95
LABO0335-001 06/01/2010		

CLARK, COWLITZ, KLIKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 27.51	10.15
GROUP 2.....	\$ 28.11	10.15
GROUP 3.....	\$ 28.55	10.15
GROUP 4.....	\$ 28.93	10.15
GROUP 5.....	\$ 25.01	10.15
GROUP 6.....	\$ 22.59	10.15
GROUP 7.....	\$ 19.39	10.15

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Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunitite Nozzleman Tender; Gunitite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

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GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Guniting Nozzlemen; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2008

	Rates	Fringes
Hod Carrier.....	\$ 29.58	8.40

PAIN0005-002 07/01/2010

STATEWIDE EXCEPT CLARK, COWLITZ, KLIKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 27.74	11.66

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2010

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);

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CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Painters:		
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 21.50	7.98
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 19.93	7.98
Lead Abatement, Asbestos Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

* PAIN0055-002 07/01/2011

CLARK, COWLITZ, KCLICKITAT, PACIFIC, SKAMANIA, AND WAHAKIACUM
COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 19.85	7.99
High work - All work 60 ft. or higher.....	\$ 22.90	7.99
Spray and Sandblasting.....	\$ 22.90	7.99

* PAIN0055-007 07/01/2011

CLARK, COWLITZ, KCLICKITAT, SKAMANIA and WAHAKIACUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 33.19	9.05

PLAS0072-004 06/01/2010

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA
COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

ZONE 1.....\$ 24.53 11.32

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee

Zone 1: 0 - 45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2011

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,
SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
Cement Masons:		
CEMENT MASON.....	\$ 35.40	13.75
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 35.90	13.75
TROWLING MACHINE OPERATOR ON COMPOSITION.....	\$ 36.90	13.75

PLAS0555-002 06/01/2009

CLARK, KLUCKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
Cement Masons:		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 29.94	15.59
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 29.41	15.59
CEMENT MASONS.....	\$ 28.87	15.59
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 29.41	15.59

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the

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respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2009

CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 26.90	12.75
GROUP 2.....	\$ 27.02	12.75
GROUP 3.....	\$ 27.15	12.75
GROUP 4.....	\$ 27.41	12.75
GROUP 5.....	\$ 27.63	12.75
GROUP 6.....	\$ 27.79	12.75
GROUP 7.....	\$ 27.99	12.75

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material

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on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,

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MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 31.87	14.60
GROUP 2:.....	\$ 31.03	14.60
GROUP 3:.....	\$ 28.22	14.60
GROUP 4:.....	\$ 23.25	14.60
GROUP 5:.....	\$ 31.42	14.60

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from center of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains

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or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
ZONE 1:		
GROUP 1.....	\$ 20.02	10.86
GROUP 2.....	\$ 22.29	10.86
GROUP 3.....	\$ 22.79	10.86
GROUP 4.....	\$ 23.12	10.86
GROUP 5.....	\$ 23.23	10.86
GROUP 6.....	\$ 23.40	10.86
GROUP 7.....	\$ 23.93	10.86
GROUP 8.....	\$ 24.26	10.86

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Zone Differential (Add to Zone 1 rate: Zone 2 - \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete

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(over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons));

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

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- 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.

=====

END OF GENERAL DECISION

SECTION 00 01 15
LIST OF DRAWING SHEET

The drawings listed below accompanying this specification form a part of the contract.

DRAWING NUMBER	DRAWING TITLE	REFERENCE NUMBER
X1.01	COVER SHEET AND DRAWING INDEX	001
X2.01	OVERALL SITE PLAN	002
D1.01	CONSTRUCTION PHASING PLAN	003
D1.02	CONSTRUCTION CIRCULATION PLAN	004
D1.03	PROJECT DATUM CONTROL PLAN	005
D1.04	SECURITY PLAN	006
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D2.02	DEMOLITION PLAN - SOUTH 1	008
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B2.04	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN - NORTH 2	024
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SECTION 01 00 00
GENERAL REQUIREMENTS

1.1 GENERAL INTENTION

- A. Contractor shall completely prepare site for cemetery operations, including demolition and removal of existing improvements, clearing and grubbing, erosion control, and furnish labor and materials and perform work for the construction of roadways, bridges, drainage improvements, columbaria, pre-placed crypts, cremains, memorial wall and ossuary, landscaping, irrigation, and utilities as required by drawings and specifications.
- B. Visits to the site by Bidders may be made only by appointment with the Cemetery Director, James Trimbo.

Tahoma National Cemetery
18600 SE 240th Street
Kent, WA 98042-4868
(425) 413-9614 x 4101
- C. Offices of KPFF Consulting Engineers as Architect-Engineers, will render certain technical services during construction. Such services shall be considered as advisory to the Government and shall not be construed as expressing or implying a contractual act of the Government without affirmations by SRE or his duly authorized representative.
- D. Before placement and installation of work subject to tests by testing laboratory retained by the Contractor, the Contractor shall notify the Senior Resident Engineer (SRE) in sufficient time to enable the SRE or his duly authorized representative to observe the test. Such prior notice shall be not less than three work days unless otherwise designated by the SRE.
- E. All employees of general contractor and subcontractors shall comply with VA security management program and obtain permission of the VA

police, be identified by project and employer, and restricted from unauthorized access.

F. Prior to commencing work, general contractor shall provide proof that a OSHA certified "competent person" (CP) (29 CFR 1926.20(b)(2) will maintain a presence at the work site whenever the general or subcontractors are present.

G. Training:

1. All employees of general contractor or subcontractors having supervisory responsibilities shall have the 30-hour OSHA certified Construction Safety course and/or other relevant competency training, as determined by VA CP. All other employees of general contractor or subcontractors shall have the 10-hour OSHA certified Construction Safety course and/or other relevant competency training, as determined by VA CP.
2. Submit training records of all such employees to SRE for approval before the start of work.

1.2 STATEMENT OF BID ITEM(S)

- A. CLIN 0001, GENERAL CONSTRUCTION: Work includes general construction, alterations, site preparation, mass excavation and earthwork, roads, bridges, walks, grading, drainage, electrical work, water and irrigation, landscaping, installation of 7,298 pre-placed crypts, and necessary removal of existing improvements and construction and certain of other items. Unconsolidated Fill Removal - Excavate, remove, transport, and properly dispose of approximately 45,000 bank cubic yards unconsolidated fill as noted on the plans and described in the geotechnical investigation
- B. CLIN 0002, Crypts - Manufacture, delivery, and off-loading at site of 7,298 precast double-depth concrete crypts.
- C. CLIN 0003, Columbaria Marble Niche Covers - Manufacture, deliver, off-load at site 11,953 niche covers and 728 memorial wall plaques.
- D. CLIN 0004 ALTERNATE NO. 1A: Add excavation for and installation of 1,785 pre-placed crypts in Sections 10A and 10B; placement of gravesite grid monuments, monument markers; installation of irrigation work shown on the drawings; clearing, site preparation,

final grading, perimeter plantings, and topsoil, and seeding shown on drawings.

- E. CLIN 0005 ALTERNATE NO. 1B: Add manufacture, delivery, and off-loading at site of 1,785 precast double-depth concrete crypts.
- F. CLIN 0006 ALTERNATE NO.2A: Add all improvements to Columbaria 5 as described in the drawings including clearing, site preparation, excavation, foundations, retaining walls columbarium walls, backfill, drainage, irrigation, walkways, and site furnishings.
- G. CLIN 0007 ALTERNATE NO. 2B: Add manufacture, deliver, off-load, inspect and store 3,122 marble niche covers
- H. CLIN 0008 ALTERNATE NO. 3: Replace seeding with sod in crypt and cremains areas.

1.3 SPECIFICATIONS AND DRAWINGS FOR CONTRACTOR

- A. Contract documents will be provided to the contractor in PDF electronic format. The contractor is responsible for printing hardcopies of the contract documents. The contractor, at a minimum, shall have two full-size sets of contract documents at the jobsite at all times.

1.4 CONSTRUCTION SECURITY REQUIREMENTS

A. Security Plan:

- 1. The security plan defines both physical and administrative security procedures that will remain effective for the entire duration of the project.
- 2. The General Contractor is responsible for assuring that all sub-contractors working on the project and their employees also comply with these regulations.

B. Security Procedures:

- 1. General Contractor's employees shall not enter the project site without an 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" defined as 8:00 AM to 4:30 PM, The General Contractor shall give 3 days notice to the SRE 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 SRE.
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 SRE.

C. Key Control:

1. The General Contractor shall provide duplicate keys and lock combinations to the SRE for the purpose of security inspections of every area of project including tool boxes and parked machines and take any emergency action.

D. Document Control:

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

7. All electronic information shall be stored in a 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 and shall be subject to approval by the SRE.

1.5 FIRE SAFETY

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

1. American Society for Testing and Materials (ASTM):

E84-2009aSurface Burning Characteristics of Building Materials

2. National Fire Protection Association (NFPA):

10-2010Standard for Portable Fire Extinguishers

30-2008Flammable and Combustible Liquids Code

51B-2009Standard for Fire Prevention During Welding, Cutting and Other Hot Work

70-2008National Electrical Code

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

3. Occupational Safety and Health Administration (OSHA):

29 CFR 1926Safety and Health Regulations for Construction

B. Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan

detailing project-specific fire safety measures, including periodic status reports, and submit to SRE/Cemetery Director 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 subcontractor's 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, safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of NCA equipment, etc. Documentation shall be provided to the SRE that individuals have undergone the Contractor's safety briefing.

- C. Site and Building Access: Maintain free and unobstructed access to 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 Heating and Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70.
- F. Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with SRE/Cemetery Director.
- G. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily. Report findings and corrective actions weekly to SRE.
- H. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- I. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- J. 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. Request interruptions in accordance with Article, OPERATIONS AND

STORAGE AREAS, and coordinate with SRE. All existing or temporary fire protection systems (fire alarms) located in construction areas shall be tested as coordinated with the Cemetery. Parameters for the testing and results of any tests performed shall be recorded by the Cemetery and copies provided to the SRE.

- K. Smoke Detectors: Prevent accidental operation. Remove temporary covers at end of work operations each day. Coordinate with SRE.
- L. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with SRE. Obtain permits from SRE at least 48 hours in advance. Designate Contractor's responsible project-site fire prevention program manager to permit hot work.
- M. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly. Coordinate with, and report findings and corrective actions weekly to SRE.
- N. 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.
- O. Dispose of waste and debris in accordance with NFPA 241. Remove from buildings daily.
- P. Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.

1.6 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the SRE. 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 trailers, office trailers) and utilities may be erected by the Contractor only with the approval of the SRE 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 SRE, the buildings and utilities may be abandoned and need not be removed.

- C. The Contractor shall, under regulations prescribed by the SRE, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the SRE. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(FAR 52.236-10)

- D. Working space and space available for storing materials shall be as shown on the drawings.
- E. Workmen are subject to rules of the Cemetery applicable to their conduct.
- F. Execute work so as to interfere as little as possible with normal functioning of Cemetery 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. Provide unobstructed access to the Cemetery areas required to remain in operation.
- G. Phasing: This project is a single phase project. Sequencing and duration limitations are noted on drawing number D1.02 and may contain more specific requirements than the following. The following are general sequencing requirements of the project:
1. Site clearing shall take place within 30 days of notice to proceed per D3 drawings.
 2. Sections 1-4 construction shall not occur until one or both bridges have been constructed for construction access.
 3. Total continuous maximum working time in Zone 1 (North) is 490 calendar days from notice to proceed.
 4. Northeast wetland mitigation site shall be substantially complete by October 1, 2012.

5. Southeast wetland mitigation site shall not begin until Monegan Memorial Drive roadway drainage improvements have been completed to divert runoff across the south Kerstetter Memorial Drive bridge to the expanded S1 pond.
 6. Water main work at the northwest corner of the site can only occur after the Cedar River Water and Sewer District completes the main extension and installs all improvements to the point of connection. Access via the construction easement will not be available until then. Assume the water service construction by the water district will be completed after December 31, 2012.
 7. Porous HMA installation shall not take place until the adjacent construction is fully complete. No construction traffic is allowed on newly constructed porous HMA pavement, base, or subgrade.
- H. Building(s) will be occupied during performance of work for the installation of the PV arrays.
- I. Construction Fence: Before construction operations begin, the Contractor shall provide a chain link construction fence around the construction area indicated on the drawings. Provide gates as required for access with necessary hardware, including hasps and padlocks. Remove the fence when directed by SRE.
- J. Utilities Services: Maintain existing utility services for the Cemetery at all times. Provide temporary facilities, labor, materials, equipment, connections, and utilities to assure uninterrupted services. Where necessary to cut existing water, sewer or air pipes, or conduits, wires, cables, etc. of utility services or of fire protection systems and communications systems (including telephone), they shall be cut and capped at suitable places where shown; or, in absence of such indication, where directed by SRE.
1. No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of SRE. 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 SRE, and Cemetery Director's prior knowledge and written approval. Refer to specification Sections 26 05 11, REQUIREMENTS FOR ELECTRICAL INSTALLATIONS, 27 05 11 REQUIREMENTS FOR COMMUNICATIONS INSTALLATIONS and 28 05 11, REQUIREMENTS FOR ELECTRONIC SAFETY AND SECURITY INSTALLATIONS for additional requirements.
2. The Contractor shall submit a request to interrupt any such services to SRE, and Cemetery Director, in writing, 15 calendar days in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
 3. The 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 the Cemetery. Interruption time approved by the Cemetery may occur at other than Contractor's normal working hours.
 4. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be performed as directed by the SRE.
 5. In case of a contract construction emergency, service will be interrupted on approval of SRE. Such approval will be confirmed in writing as soon as practical.
 6. Whenever it is required that a connection fee be paid to a public utility provider for new permanent service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Government and not the Contractor.
- K. 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.

- L. To minimize interference of construction activities with flow of Cemetery traffic, comply with the following:
 - 1. Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of construction materials, debris and standing construction equipment and vehicles. Wherever excavation for new utility lines cross existing roads, at least one lane must be open to traffic at all times.
 - 2. Method and scheduling of required cutting, altering and removal of existing roads, walks and entrances must be approved by the SRE.
- M. Coordinate the work for this contract with other construction operations as directed by SRE. This includes the scheduling of traffic and the use of roadways, as specified in Article, USE OF ROADWAYS.
- N. Coordination of Construction with Cemetery Director: The burial activities at a National Cemetery shall take precedence over construction activities. The Contractor must cooperate and coordinate with the Cemetery Director, through the SRE, in arranging construction schedule to cause the least possible interference with Cemetery activities in actual burial areas. Construction noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period:
 - 1. The Contractor is required to discontinue his work sufficiently in advance of Easter Sunday, Mother's Day, Father's Day, Memorial Day, Veteran's Day and/or Federal holidays, to permit him to clean up all areas of operation adjacent to existing burial plots before these dates.
 - 2. Cleaning up shall include the removal of all equipment, tools, materials and debris and leaving the areas in a clean, neat condition.

1.7 ALTERATIONS

- A. Survey: Before any work is started, the Contractor shall make a thorough survey with the SRE areas of buildings in which alterations occur and areas which are anticipated routes of access, and furnish a report, signed by to the Contracting Officer. This report shall list by rooms and spaces:

1. Existing condition and types of resilient flooring, doors, windows, walls and other surfaces not required to be altered throughout affected areas of building.
 2. Existence and conditions of items such as plumbing fixtures and accessories, electrical fixtures, equipment, venetian blinds, shades, etc., required by drawings to be either reused or relocated, or both.
 3. Shall note any discrepancies between drawings and existing conditions at site.
 4. Shall designate areas for working space, materials storage and routes of access to areas within buildings where alterations occur and which have been agreed upon by Contractor and SRE.
- B. Any items required by drawings to be either reused or relocated or both, found during this survey to be nonexistent, or in opinion of SRE, to be in such condition that their use is impossible or impractical, shall be furnished and/or replaced by the Contractor with new items in accordance with specifications which will be furnished by the Government. Provided the contract work is changed by reason of this subparagraph B, the contract will be modified accordingly, under provisions of clause entitled "DIFFERING SITE CONDITIONS" (FAR 52.236-2) and "CHANGES" (FAR 52.243-4 and VAAR 852.236-88).
- C. Re-Survey: Thirty days before expected partial or final inspection date, the Contractor and SRE together shall make a thorough re-survey of the areas of buildings involved. They shall furnish a report on conditions then existing, of resilient flooring, doors, windows, walls and other surfaces as compared with conditions of same as noted in first condition survey report:
1. Re-survey report shall also list any damage caused by the Contractor to such flooring and other surfaces, despite protection measures; and, will form the basis for determining extent of repair work required of the Contractor to restore damage caused by the Contractor's workmen in executing work of this contract.

1.8 ENVIRONMENTAL CONTROLS

- A. 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 SRE. Block off ducts and diffusers to prevent circulation of dust into occupied areas during construction.
- B. Vacuum and wet mop all transition areas from construction to the occupied Cemetery buildings at the end of each workday.
- C. Final Cleanup:
 - 1. Upon completion of the project, or as work progresses, remove all construction debris from above ceiling, vertical shafts and utility chases that have been part of the construction.

1.9 DISPOSAL AND RETENTION

- A. Materials and equipment accruing from work removed and from demolition of buildings or structures, or parts thereof, shall be disposed of as follows:
 - 1. Reserved items which are to remain property of the Government are noted on drawings or in specifications as items to be stored. Items that remain property of the Government shall be removed or dislodged from present locations in such a manner as to prevent damage which would be detrimental to re-installation and reuse. Store such items where directed by SRE.
 - 2. Items not reserved shall become property of the Contractor and be removed by Contractor from the Cemetery.
 - 3. Items of portable equipment and furnishings located in rooms and spaces in which work is to be done under this contract shall remain the property of the Government. When rooms and spaces are vacated by the Department of Veterans Affairs during the alteration period, such items which are NOT required by drawings and specifications to be either relocated or reused will be removed by the Government in advance of work to avoid interfering with Contractor's operation.

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

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the SRE.
- 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 SRE may have the necessary work performed and charge the cost to the Contractor. **(FAR 52.236-9)**
- C. Refer to Section 01 57 19, TEMPORARY ENVIRONMENTAL CONTROLS, for additional requirements on protecting vegetation, soils and the environment. Refer to Articles, "Alterations", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.
- D. Refer to FAR clause 52.236-7, "Permits and Responsibilities," which is included in General Conditions. A National Pollutant Discharge Elimination System (NPDES) permit is required for this project. The Contractor is considered an "operator" under the permit and has extensive responsibility for compliance with permit requirements. VA will submit the Notice of Intent to the EPA on behalf of the contractor at least a month prior to notice to proceed. The apparent low bidder,

contractor and affected subcontractors shall furnish all information and certifications that are required to comply with the permit process and permit requirements. Many of the permit requirements will be satisfied by completing construction as shown and specified. Some requirements involve the Contractor's method of operations and operations planning and the Contractor is responsible for employing best management practices. The affected activities often include, but are not limited to the following:

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

1.11 RESTORATION

- A. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work, and do not disturb any ducts, plumbing, steam, gas, or electric work without approval of the SRE. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the SRE 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 the Contractor's own expense, the Contractor shall immediately restore to service and repair any damage caused by the Contractor's

workmen to existing piping and conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone) which are indicated on drawings and which are not scheduled for discontinuance or abandonment.

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

1.12 PHYSICAL DATA

- 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. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Allegiance Group, LLC, 1309 Washington Street, Vancouver, WA 98660.

(FAR 52.236-4)

- B. Subsurface conditions have been developed by core borings and test pits. Logs of subsurface exploration are shown diagrammatically on drawings.
- C. A copy of the soil report will be made available at the administration building of Tahoma National Cemetery, 18600 SE 240th Street, Kent, WA 98042-4868 for inspection by bidders and shall be considered part of the contract documents.
- D. The Government does not guarantee that other materials will not be encountered nor that proportions, conditions or character of several materials will not vary from those indicated by explorations. Bidders are expected to examine the site of work and logs of borings and, after investigation, decide for themselves the character of materials and make their bids accordingly. Upon proper application to the Department of Veterans Affairs, bidders will be permitted to make subsurface explorations of their own at site.

1.13 PROFESSIONAL SURVEYING SERVICES

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

1.14 LAYOUT OF WORK

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

(FAR 52.236-17)

- B. Establish and plainly mark center lines for each building and/or addition to each existing building, lines for each gravesite control monument, and such other lines and grades that are reasonably necessary to properly assure that location, orientation, and elevations established for each such structure and/or addition, roads, parking lots, gravesite control monuments, are in accordance with lines and elevations shown on contract drawings.
- C. Following completion of general mass excavation and before any other permanent work is performed, establish and plainly mark (through use of appropriate batter boards or other means) sufficient additional

survey control points or system of points as may be necessary to assure proper alignment, orientation, and grade of all major features of work. The Survey shall include, but not be limited to, location of lines and grades of footings, exterior walls, center lines of columns in both directions, major utilities and elevations of floor slabs:

1. Such additional survey control points or system of points thus established shall be checked and certified by a registered land surveyor or registered civil engineer. Furnish such certification to the SRE before any work (such as footings, floor slabs, columns, walls, utilities and other major controlling features) is placed.

D. During progress of work, the Contractor shall have line grades and plumbness of all major form work checked and certified by a registered land surveyor or registered civil engineer as meeting requirements of contract drawings. Furnish such certification to the SRE before any major items of concrete work are placed. In addition, the Contractor shall also furnish to the SRE certificates from a registered land surveyor or registered civil engineer that the following work is complete in every respect as required by contract drawings.

1. Lines of each building and/or addition.
2. Elevations of bottoms of footings and tops of floors of each building and/or addition.
3. Lines and elevations of sewers and of all outside distribution systems.
4. Lines of grave plot documentation.
5. Lines of elevations of all swales and interment areas.
6. Lines and elevations of roads, streets and parking lots.
7. Lines and elevations of top of pre-placed crypts.
8. Lines and elevations of grade over pre-placed crypts.
9. Northing/Easting coordinate locations of all water, sanitary, storm, gas and irrigation structures, directional fittings, control wire and lines.

E. Upon completion of the work, the Contractor shall furnish the SRE with reproducible drawings, in Autocad form, at the scale of the contract drawings, showing the finished grade on the grid developed for

constructing the work, including burial monuments and fifty foot stationing along new road centerlines. These drawings shall bear the seal of the registered land surveyor or registered civil engineer.

- F. The Contractor shall perform the surveying and layout work of this and other articles and specifications in accordance with the provisions of Article "Professional Surveying Services".

1.15 AS-BUILT DRAWINGS

- A. The Contractor shall maintain two full size sets of as-built drawings which will be kept current during construction of the project, which will 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 SRE's review, as often as requested.
- C. The Contractor shall deliver two approved completed sets of as-built drawings to the SRE within 15 calendar days after each completed phase and after the acceptance of the project by the SRE.
- D. Paragraphs A, B, & C shall also apply to all shop drawings.

1.16 USE OF ROADWAYS

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

1.17 SENIOR RESIDENT ENGINEER'S FIELD OFFICE

- A. The Contractor shall, within fifteen (15) days after receipt of Notice to Proceed, provide where shown on the drawings a temporary field office, furniture, and two inch deep gravel surfaced area for use of the Senior Resident Engineer. Office and furniture shall be new.
- B. The field office shall provide not less than 134 square meters (1440 gross square feet) of floor area in one unit. Installation of the office shall meet all local codes.
- C. Provide office with two, 900 mm (three foot) wide exterior doors, including hardware and OSHA approved platform and stairs leading to grade.
- D. Enclose the entire perimeter of the office from the floor to the ground and finish to match exterior. Provide R7 insulation and seal tight to the ground with a painted 19 mm (3/4 inch) exterior grade plywood skirt.
- E. Exterior finishes shall be manufacturer's standards.
- F. Provide floor, wall, and roof with not less than R5 insulation.
- G. Interior finishes shall consist of resilient flooring in lavatories and kitchen areas, all remaining areas will be carpeting, or prefinished wallboard on walls, and acoustical tile ceilings. Interior doors may be either painted or stained.
- H. Interior shall be subdivided with full height partitions to provide two offices, one sample room, and two separate toilets. Provide each space with 900 mm (three foot) wide door with master keyed locks. Section off an area with a low partition and counter for the secretary's desk.
- I. Provide 750 mm (2-1/2 feet) wide by 900 mm (3 feet) high operable windows; two in each room (none required in sample room or toilet rooms),. Window openings shall be fitted with security bars to prevent any forced entry. The doors of field office shall have a hasp and padlock and also deadbolts keyed from both sides.
- J. Provide sufficient fluorescent lighting in each room to deliver 750 lux (70 foot-candles) of light at desk top height without the aid of daylight. Provide one light switch in each room.
- K. Provide one duplex receptacle in each wall of each room. If a wall is 3.0 m (10 feet) long or more, provide two receptacles for each 3.0

m (10 feet), or portion thereof, of wall. Provide two duplex receptacles in low partition at secretary's desk.

L. The Contractor shall provide the following:

1. Electricity, hot and cold water, and necessary utility services
2. All necessary piping, power circuits, network cabling, patch panels, equipment racks, cat 5e or better cabling for phones and computers, electrical fixtures, lighting, and other items necessary to provide a habitable structure for the purpose intended. Provide minimum of 12 network receptacles and 24 electrical receptacles located as approved by Senior Resident Engineer upon review of the Contractor's submitted plan.
3. Thermostatically controlled, centralized heating and air conditioning system designed to maintain the temperature between 21 and 27 degrees C (70 and 80 degrees F) with 50 percent relative humidity maintained during the air conditioning season. Thermostats shall be energy saving programmable type with a minimum of three temperature settings for each day of the week.
4. One water closet, lavatory, exhaust fan, mirror, toilet paper dispenser, paper towel dispenser, soap dispenser, towel bar, and two-prong coat hooks for each toilet room. Provide holding tank for sanitary sewer, including periodic pumping as required.
5. One (1) wall mounted first aid kit that meets or exceeds current OSHA and AMSI Z.803-1 requirements.
6. One (1) wall mounted key safe with push-button combination lock sized for 48 keys and 48 key tags.
7. Two (2) wall mounted 10 pound Tri-Class (ABC) dry chemical fire extinguishers.
8. Six (6) hard hats, white, full brim with ratchet headband system. Six (6) safety glass clear and six (6) safety glasses tinted.
9. Six (6) ANSI 207 Class 2 safety vest in lime color with two pockets. Provide 3 size large and 3 size extra large.
10. The Contractor shall install a suitable security system for the field office and provide alarm monitoring services for the duration of the Senior Resident Engineer's (SRE) occupancy.

- M. The Contractor shall, for the duration of the SSRE's occupancy, provide the following:
1. Satisfactory conditions in and around the field office and parking area.
 2. Maintenance of gravel surfaced area, including the area for parking, in an acceptable condition for vehicle and foot traffic at all times.
 3. Maintenance of utility services.
 4. Twice-weekly janitorial services and supplies (toilet paper, soap, paper towels, water etc.).
 5. Potable water, fuel and electric power for normal office uses, including lights, heating and air conditioning.
 6. Photocopier/Printer/Scanner/Fax Machine (Ricoh MPC4500G or similar) (complete with installation, service, maintenance, supplies and payment of all monthly usages charges):
 - a. Minimum Photocopier/Printer requirements:
 - 1) Collating/sorting/stapling.
 - 2) Enlarging/reducing.
 - 3) Multi-size sheet feeder.
 - 4) Four paper tray sizes and bypass tray.
 - 5) Two-sided and single-sided copying.
 - 6) Network capability/connectivity
 - b. Minimum Scanner requirements:
 - 1) Scan to email and scan to folder capability.
 - 2) PDF, TIFF, JPEG output format capability.
 - 3) Network capability/connectivity.
 - c. Minimum Fax Machine requirements:
 - 1) Plain paper copies.
 - 2) Memory feature with fifty documents.
 - 3) Automatic document feeder with 50 page capacity.
 - 4) Memory storage for twenty or more numbers.
 - 5) Network capacity/connectivity.
 - d. All services, maintenance and supplies shall be same day service

7. Provide 3 cell phones and service for the Senior Resident Engineer Office for 24 months beginning at the Notice to Proceed. The cell phone shall have 1200 free minutes per month and the other cell phones shall have 900 free minutes per month. All cell phones shall have free minutes between other office cell phones and shall have replacement insurance for lost or damaged phones. At the end of the 24 months the cell phones shall become the property of the Government.
8. Internet, Data and Voice Equipment/Connection and Communications (complete installation, maintenance and payment of all monthly usage charges).
 - a. Phone system shall be capable of transferring calls between all phones, three way conferencing and voice mail. 3 Voice lines (one dedicated phone line for FAX machine and two dedicated phone lines for communications).
 - b. Voice line numbers must have local area code.
 - c. Four (4) desk telephones, each with speaker, and long telephone cord.
 - d. One (1) conference room telephone set with conference speaker(s) and extra long telephone cord.
 - e. Indoor equipment: Must provide separate RJ45 connections for data communications (CAT5 cabling) and RJ11 connections for analog voice communications in quantities specified in General Requirements paragraph 1.17.L.2 above. Provide central location for termination of the CAT5 cabling.
 - f. Data Connection: Provide T-1 connection lines. Methods and material shall be per ANSI/EIA/TIA-568-1991 Standard. Install two (2) four pair Category 5e/6 cable unshielded twisted pair (total of 8 conductors) (UTP) Category 5e/6 IEEE 802.3 100BaseT UTP Level 5e/6, 24 AWG cables. Contractor shall supply 100BaseT, Category 5e or Category 6 certified rack-mounted modular RJ45 punch down block/panel as required (24/48 ports) for jacks meeting the ANSI/EIA/TIA-568-A-5 category 5e/6 standards.
 - g. 24/7 live phone-base technical support.

- h. Next business day on-site support, maintenance and service.

N. The Contractor shall provide the following new items:

QUANTITY REQUIRED

1. (2) Secretary workstations with adjustable keying desk or drawer 738 mm H x 1.5 m W 750 mm D (size 29-1/2" H x 60" W x 30" D)
 2. (2) Printer stands 738 mm H x 1500 mm W x 750 mm D (size 29-1/2" H x 60" H x 30" D)
 3. (7) Office desks, double pedestal
 4. (2) Conference tables 900 mm x 1800 mm (size 3' x 6')
 5. (1) Plan table 1200 mm x 6 meters (4' x 20')
 6. (7) Work tables 750 mm x 1800 mm (folding 30" x 72")
 7. (2) Secretary chairs
 8. (7) High back swivel chairs with arms
 9. (12) Conference chairs (armless and folding)
 10. (7) Arm chairs
 11. (8) Lockable 5 drawer file cabinets, letter-size
 12. (2) Drawing racks, each with 12-750 mm (12-30 inch) "Plan Hold" drawing holders, freestanding
 13. (4) Shelves for sample 900 mm x 450 mm x 1.8 m (36" x 18" x 72") high, 7 adjustable shelves
 14. (7) Bookcases
 15. (1) Electric water cooler and provide a contract for water for the duration of the project.
 16. (1) Metal storage cabinet, 900 mm x 450 mm x 1.8 m (36" x 18" x 72") with six shelves
 17. (2) 48" H x 96" W white dry erase board
 18. (4) 48" H x 36" tack bulletin board
- O. The contractor shall provide an allowance for office supplies required to support the SRE office. An initial set up value shall be \$2,500.00 and an additional amount of \$250/mo for the entire contract duration of 24 months. The contractor will be required to deliver the items within three (3) business days. Any adjustments will be made at contract completion.

- P. At the completion of all work, including the punch list, the Senior Resident Engineer's field office and facilities shall become the property of the Contractor and the Contractor shall remove same, including utility connections, from the National Cemetery. The site shall be restored to original condition and finished in accordance with contract requirements.
- Q. The Contractor shall furnish floor plans, finish schedule and proposed equipment/furniture for approval by the Senior Resident Engineer prior to furnishing the field office.
- R. NOT USED
- S. Within thirty (30) days after the Notice to Proceed, the Contractor shall provide, for the use of the Senior Resident Engineer, one (1) new full-size pickup type vehicle (such as a Ford F-150 XL Super-Cab or equal) for use in completion of this Contract/Project. The vehicle will be leased for a period of 24 months, and will be returned to the Contractor after completion of this project. The Senior Resident Engineer must inspect and approve vehicle for use before lease. Contractor shall submit all lease documents to the Senior Resident Engineer office upon supplying vehicle to the Senior Resident Engineer. Minimum criteria are as follows:
1. V-6 or V-8 Engine with Automatic Transmission.
 2. A/C, heater.
 3. Off road tires, tow hooks, class 3 hitch in rear with hitch attachment and 2" ball with $\frac{3}{4}$ " shank for hitch.
 4. Vehicle shall have 4-wheel drive capacity with hi/low range or on-demand capacities.
 5. Vehicle shall be provided with two (2) additional sets of keys with remote entry.
 6. Vehicle shall be provided with front and rear rubber floor liners as manufactured by Weather Tech or Senior Resident Engineer approved equal.
 7. Provide all necessary fuel and service maintenance/repairs for the duration of the project. Contractor shall take vehicle off site as needed for these services.

8. Contractor shall keep state license plate on the vehicle and maintain auto insurance at all times during the life of the project. Provide insurance coverage certificate to the Senior Resident Engineer office.
9. No stickers, name plates or decals are to be placed on vehicle by Contractor.
10. A loner vehicle shall be provided to Senior Resident Engineer if vehicle is out for service for more than 24 hours.

1.18 TEMPORARY USE OF MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Use of new installed mechanical and electrical equipment to provide heat, ventilation, plumbing, light and power will be permitted subject to compliance with the following provisions:
 1. Permission to use each unit or system must be given by SRE. If the equipment is not installed and maintained in accordance with the following provisions, the SRE will withdraw permission for use of the equipment.
 2. Electrical installations used by the equipment shall be completed in accordance with the drawings and specifications to prevent damage to the equipment and the electrical systems, i.e. transformers, relays, circuit breakers, fuses, conductors, and their overload elements shall be properly sized, coordinated and adjusted. Voltage supplied to each item of equipment shall be verified to be correct and it shall be determined that motors are not overloaded. The electrical equipment shall be thoroughly cleaned before using it and again immediately before final inspection including vacuum cleaning and wiping clean interior and exterior surfaces.
 3. Units shall be properly lubricated, balanced, and aligned. Vibrations must be eliminated.
 4. Automatic temperature control systems for preheat coils shall function properly and all safety controls shall function to prevent coil freeze-up damage.
 5. The air filtering system utilized shall be that which is designed for the system when complete, and all filter elements shall be

replaced at completion of construction and prior to testing and balancing of system.

6. All components of heat production and distribution system, metering equipment, condensate returns, and other auxiliary facilities used in temporary service shall be cleaned prior to use; maintained to prevent corrosion internally and externally during use; and cleaned, maintained and inspected prior to acceptance by the Government. Burners, pumps, feedwater heaters and auxiliary equipment must be operated as a complete system and be fully maintained by operating personnel. Burner water must be given complete and continuous chemical treatment.

B. Prior to final inspection, the equipment or parts used which show wear and tear beyond normal, shall be replaced with identical replacements, at no additional cost to the Government.

C. This paragraph shall not reduce the requirements of the mechanical and electrical specifications sections.

1.19 TEMPORARY TOILETS

A. Provide where directed, (for use of all Contractor's workmen) ample temporary sanitary toilet accommodations with suitable sewer and water connections, or when approved by SRE provide suitable dry closets where directed. Keep such places clean and free from flies, and all connections and appliances connected therewith are to be removed prior to completion of contract, and premises left perfectly clean.

1.20 AVAILABILITY AND USE OF UTILITY SERVICES

A. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The amount to be paid by the Contractor for chargeable electrical services shall be the prevailing rates charged to the Government. The Contractor shall carefully conserve any utilities furnished without charge.

B. The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the SRE, shall install and maintain all necessary temporary connections and distribution lines, and all meters required

to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

- C. The Contractor shall install meters at the Contractor's expense and furnish the Cemetery a monthly record of the Contractor's usage of electricity as hereinafter specified.
- D. Heat: Furnish temporary heat necessary to prevent injury to work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or may smoke and damage finished work, will not be permitted. Maintain minimum temperatures as specified for various materials:
- E. Electricity (for Construction and Testing): Furnish all temporary electric services.
 - 1. Obtain electricity by connecting to the Cemetery 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. Where not available the contractor shall supply power via portable generators at own expense.
- F. Water (for Construction and Testing): Furnish temporary water service.
 - 1. Obtain water by connecting to the Cemetery 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 SRE's discretion) of use of water from the Cemetery's system.
- G. Fuel: Natural and LP gas required for burner cleaning, normal initial burner-burner setup and adjusting, and for performing the specified burner tests will be furnished by the Government. Fuel required for prolonged burner setup, adjustments, or modifications due to improper

design or operation of burner, or control devices shall be furnished by the Contractor at Contractor's expense.

1.21 NEW TELEPHONE EQUIPMENT

- A. The contractor shall coordinate with the work of installation of telephone equipment by others. This work shall be completed before the building is turned over to VA.

1.22 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 SRE. 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, hot water, controls and electricity, etc. Another example of a complex which involves several components of different disciplines is a burner installation. Efficient and acceptable burner operation depends upon the coordination and proper operation of fuel, combustion air, controls, 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.

1.23 INSTRUCTIONS

- A. The 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 SRE 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: the 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 SRE and shall be considered concluded only when the SRE 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 SRE, does not demonstrate sufficient qualifications in accordance with requirements for instructors above.

1.24 CONSTRUCTION SIGN

- A. Provide a Construction Sign where directed by the SRE. 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 SRE.
- D. Detail Drawing of construction sign showing required legend and other characteristics of sign is shown on Detail 6, Drawing L1.24.

1.25 SAFETY SIGN

- A. Provide a Safety Sign where directed by SRE. Face of sign shall be 19 mm (3/4 inch) thick exterior grade plywood. Provide two 100 mm by 100 mm (four by four inch) posts extending full height of sign and 900 mm (three feet) into ground. Set bottom of sign level at 1200 mm (four feet) above ground.
- B. Paint all surfaces of Safety Sign and posts with one prime coat and two coats of white gloss paint. Letters and design shall be painted with gloss paint of colors noted.
- C. Maintain sign and remove it when directed by SRE.

D. Detail of safety sign showing required legend and other characteristics of sign is shown on the drawings on Detail 7, Drawing L1.24.

E. Post the number of accident free days on a daily basis.

1.26 CONSTRUCTION DIGITAL IMAGES

A. During the construction period through completion, furnish Department of Veterans Affairs with 500 views of digital images, including one color print of each view and one Compact Disc (CD) per visit containing those views taken on that visit. Digital views shall be taken of exterior and/or interior and aerial photographs as selected and directed by SRE (RE). Each view shall be taken with a professional grade camera with minimum size of 6 megapixels (MP) and the images will be a minimum of 2272 x 1704 pixels for the 200x250mm (8x 10 inch) prints and 2592 x 1944 pixels for the 400x500 mm (16 x 20 inch) prints, as per these specifications:

1. Normally such images including aerial photographs of the site will be taken at monthly intervals. However, the SRE may also direct the taking of special digital images at any time prior to completion and acceptance of contract. If the number of trips to the site exceeds an average of one per month of the contract performance period then an adjustment in contract price will be made in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88) of Section 00 72 00, GENERAL CONDITIONS.
2. In event a greater or lesser number of images than specified above are required by the SRE, adjustment in contract price will be made in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88).

B. Images shall be taken by a commercial photographer and must show distinctly, at as large a scale as possible, all parts of work embraced in the picture.

C. Prints shall be made on 200 x 250 mm (8 by 10 inch) regular-weight matte archival grade photographic paper and produced by a process with a minimum of 300 pixels per inch (PPI). Prints must be printed using the commercial RA4 process (inkjet prints will not be acceptable).

Photographs shall have 200 x 200 mm (8 by 8 inch) full picture print with no margin on three sides and a 50 mm (2 inches) margin on the bottom for pre-typed self-adhesive identity label to be added by SRE. It is required that the prints are professionally processed so the quality will meet or exceed that of the same size print made with a film camera. Prints must be shipped flat to the SRE.

- D. Images on CD-ROM shall be recorded in JPEG format with a minimum of 24 bit color and no reduction in actual picture size. Compressed size of the file shall be no less than 80% or the original with no loss of information. File names shall contain the date the image was taken, the Project number and a unique sequential identifier. The CD-ROM shall also contain an index of all the images contained therein in either a TXT or Microsoft Word format.
- E. In case any set of prints are not submitted within five days of date established by SRE for taking thereof, the SRE may have such images/photographs taken and cost of same will be deducted from any money due to the Contractor.
- F. Aerial Photographs: Submit aerial photographs at one-month intervals during the entire construction period. The first aerial photo shall be taken just prior to the start of construction and then at one-month intervals. The final aerial photograph shall be taken at full project completion during a growing season when lawns are green and not dormant. Provide four aerial photos with each photo session.

1.27 FINAL ELEVATION DIGITAL IMAGES

- A. A minimum of four (4) images of each elevation shall be taken with a minimum 6 MP camera, by a professional photographer with different settings to allow the SRE to select the image to be printed. All images are provided to the RE on a CD.
- B. Photographs shall be taken upon completion, including landscaping. They shall be taken on a clear sunny day to obtain sufficient detail to show depth and to provide clear, sharp pictures. Pictures shall be 400 mm x 500 mm (16 by 20 inches), printed on regular weight paper, matte finish archival grade photographic paper and produced by a RA4 process from the digital image with a minimum 300 PPI. Identifying

data shall be carried on a label affixed to back of the photograph without damage to the photograph and shall be similar to that provided for final construction photographs.

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

- 1. Columbarium Plazas

1.28 HISTORIC PRESERVATION

- A. Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the SRE verbally, and then with a written follow up.

1.29 PROJECT HEALTH AND SAFETY PLAN

- A. Prior to commencing any construction, the Contractor shall submit a site specific Project Health and Safety Plan (PHSP). At a minimum, the PHSP shall cover the following topics:
 - 1. Organizational structure (including Responsible Persons)
 - 2. Site Characterization and Job Hazard Identification
 - 3. Site Control and Security
 - 4. Training
 - 5. Medical Surveillance
 - 6. PPE
 - 7. Exposure Monitoring
 - 8. Heat Stress⁹
 - 9. Spill Containment
 - 10. Decontamination

- 11. Emergency Response
- 12. Confined Spaces
- 13. Hosting Operations
- 14. Trench Safety
- 15. Lockout/Tagout

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