

SPECIAL CLAUSES

ACCIDENTS, OSHA 300 LOGS, AND MAN-HOURS

- a. Notify the // Resident // Project // Engineer // and Facility Safety // Manager // Officer // as soon as practical, but no more than four hours after any accident meeting the definition of OSHA Recordable Injuries or Illnesses or High Visibility Accidents, Contractor property damage equal to or greater than \$25,000, Government property damage equal to or greater than \$2,500, or any weight handling equipment accident. Within notification include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the // Resident // Project // Engineer // and Facility Safety // Manager // Officer // determine whether a separate government investigation will be conducted.
- b. Conduct an accident investigation for all OSHA recordable injuries and illnesses, Contractor property damage accidents resulting in at least \$25,000 in damages and Government property damage equal to or greater than \$2,500 to establish the root cause(s) of the accident. Complete the VA Form 2162, and provide the report to the // Resident // Project // Engineer // and facility Safety // Manager // Officer // within 5 calendar days of the accident. The // Resident // Project // Engineer // and facility Safety // Manager // Officer // will provide copies of any required or special forms.
- c. A summation of all man-hours worked by the contractor and associated sub-contractors for each month will be reported to the // Resident // Project // Engineer // and Facility Safety // Manager // Officer // on a monthly basis by the 10th of the month for the previous month using the form provided by the // Resident // Project // Engineer //.
- d. A summation of all OSHA recordable accidents experienced on site by the contractor and associated sub-contractors for each month will be provided to the // Resident // Project // Engineer // and Facility Safety // Manager // Officer // on a monthly basis by the 10th of the month for the previous month using the form provided by the // Resident // Project // Engineer //. The contractor and associated sub-contractors' OSHA 300 logs will be made available to the // Project // Engineer // and Facility Safety // Manager // Officer // as requested.

(End of Clause)

KEY PERSONNEL

- a. Key personnel will include those proposed by the Contractor, to be confirmed in the award letter furnished by the Contracting Officer (CO).
- b. Except as provided in par. d. below, during the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.
- c. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution and complete Curriculum Vitae for the proposed substitute. Proposed substitute shall have comparable qualifications to those of the person being replaced. The Contracting Officer shall notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on the proposed substitution.
- d. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive workdays or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated in paragraph c. above.
- e. The key personnel listed below are considered essential by the Government and to the work being performed under awarded under the contract, and shall not be replaced or substituted for the first 180 days (or other date specified in the contract) after award. The key personnel assigned to or utilized by the Contractor in the performance of a contract must be accessible to the Government for services under the contract. Replacements due to circumstances beyond the Contractor's control such as death, illness or the like must be of equal or better qualifications and approved by the SRE/COR. The Contractor and/or Key Personnel shall be insured, licensed and/or certified if required by the state or local statute. The Contractor shall supply proof of state required insurance, license and/or certification to the SRE/COR within 30 days after notice of award. The following are the list of Key Personnel:
 - a) GC Project Manager
 - b) GC Superintendent
 - c) GC Quality Control Manager
 - d) GC Safety Manager
 - e) GC Scheduler
- f. The Government reserves the right to examine, and approve or disapprove the Contractor's staff based on information provided in credentials and/or résumés. The COR, will notify the Contractor of acceptance of newly proposed employees within 10 days of receipt of credentials, diplomas, and résumés.
- g. Only those individuals that meet the qualifications of the contract, and have been approved by the CO/COR, shall perform services under the contract and the subsequent modifications. Under no circumstances will interns be approved to provide professional services under the contract.

(End of Clause)

Project Labor Agreement

- a. Offerors may submit a proposal with a Project Labor Agreement (PLA). Offerors may submit two proposals, one with or without a PLA. All project labor agreements shall conform to Federal Acquisition Regulation (FAR) Subpart 22.5 Use of Project Labor Agreements for Federal Construction Projects.
- b. PLA proposals will not be given additional weight/points towards technical factors, price proposal or any other element of the proposals for selection of award.

(End of Clause)