1. SOLICITATION NUMBER

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NUMBER

5. REQUISITION/PURCHASE REQUEST NUMBER

6. PROJECT NUMBER

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

a. NAME

b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?

(If "YES," indicate within how many calendar days after award in Item 12B.)

12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

STANDARD FORM 1442 (REV. 8/2014)

STANDARD FORM 1442

Prescribed by GSA-FAR (48 CFR) 52.236-1(d)

SOLICITATION, OFFER,

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION

SOLICITATION

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

9. FOR INFORMATION

 CALL:

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

SEALED BID (IFB)

NEGOTIATED (RFP)

11. The Contractor shall begin performance within \_\_\_\_\_\_\_\_\_\_\_\_ calendar days and complete it within

 \_\_\_\_\_\_\_\_\_\_\_\_

calendar days after receiving

award,

notice to proceed. This performance period is

mandatory

negotiable. (See \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

YES

NO

a.

Sealed offers in original and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_\_\_\_\_\_\_\_\_

(hour) local time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be

considered and will be rejected.

1

98

VA244-17-B-1493

X

08-22-2017

542-10-104

542/90C

Department of Veterans Affairs

Network Contracting Office 4

VA Medical Center

1400 Blackhorse Hill Road

Coatesville, PA 19320

Department of Veterans Affairs

VA Medical Center

1400 Blackhorse Hill Road

Coatesville, PA 19320

Elizabeth Morin

610-383-0202

Renovate Building 14 Boiler Plant, Project 542-10-104

This project will totally demolish selected areas in the interior to the structural surfaces and renovate Building 14,

Boiler Plant. Scope of Work includes but not limited to Construct a new Control Room and Staff areas on the north

side of the building adjacent to the existing entrance currently used as material storage, modifying the existing

entrance by adding a Secure Ante Room allowing staff to be able to have increased security at the entrance. The Control

and Staff use areas will be enhanced with windows to provide adequate natural lighting, New Control Room, Staff

Break Area, Toilet / Shower Room, Record Storage Room will all be located adjacent to each other. The existing Control

Room and Break area will be converted to shop work areas along with the existing shop areas will be converted to

needed storage. The interior of spaces will be finished with the appropriate wall and ceiling surfaces, lighting,

HVAC, Hot / Cold Water and Waste piping and electrical requirements. The exterior building envelope will be covered

with new steel roofing system, wall siding panels for maintenance free, weather proofing and protection of the existing

fragile red clay block walls, all existing windows, doors and louvers will be replaced. On the south side of the

building the existing roadway will be excavated in order to make necessary repairs to the coal bin concrete lids and

replace the waterproofing membrane, replace roadway, construct a new entry light wells, and install vehicle traffic

limitation barriers to restrict vehicles from driving and parking over the areas. The new work shall meet all applicable

VA criteria, Building Codes, Fire Protection / Life Safety Codes and National Electrical / HVAC/ Plumbing Codes.

Prior to commencement of work, general contractor shall provide proof that an OSHA certified "competent person' (CP)

will maintain a presence at the work site whenever the general or subcontractors are present.

This project is 100% set-aside for Service-Disabled Veteran-Owned Small Business Concerns. Bidders must be verified

as SDVOSB per the Center for Veterans Enterprises (CVE) www.vetbiz.gov website.

The magnitude of construction is between $2,000,000.00 and $5,000,000.00

Contractor Personnel Security Requirements: All contractor personnel may be subject to fingerprinting and background

security checks. Background security checks may be required prior to start of this project.

In accordance with FAR 52.228-5 Insurance, Work on Government Installation, proof of liability insurance is required

within ten (10) days after award of the contract for this project in the form of a certificate.

This solicitation is issued under the authority of 38 U.S.C. 8127 Total Service-Disabled Veteran-Owned Small Business

Set-Aside. The small business size standard is $15 million. North American Industry Classification (NAICS) Code for

this project is 238220.

10

 365

X

X

52.211-10

X

10

1

10:00 AM

09-25-2017

X

120

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NUMBER

16. REMITTANCE ADDRESS

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.

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT

NUMBER

DATE.

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

20b. SIGNATURE

20c. OFFER DATE

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)(

 )

41 U.S.C. 3304(a) (

 )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

PHONE:

FAX:

28. NEGOTIATED AGREEMENT

29. AWARD

Your

Contractor agrees

offer on this solicitation is hereby accepted as to the items listed. This

to furnish and deliver all items or perform all work requirements identified

award consummates the contract, which consists of (a) the Government

on this form and any continuation sheets for the consideration stated in

solicitation and your offer, and (b) this contract award. No further cont-

this contract. The rights and obligations of the parties to this contract

ractual document is necessary.

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.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED

31a. NAME OF CONTRACTING OFFICER

TO SIGN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

**OFFER**

**AWARD**

**STANDARD FORM 1442 (REV. 8/2014) BACK**

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14.)

(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.)

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

document and return \_\_\_\_\_\_\_ copies to issuing office.)

(Contractor is not required to sign this document.)

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

**(To be completed by Government)**

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

120

\*\*SEE PAGES 5-7 COST/PRICE SCHEDULE\*\*

542/90C

Department of Veterans Affairs

Network Contracting Office 4

VAMC Coatesville

1400 Blackhorse Hill Road

Coatesville, PA 19320

Austin Payment Center

Department of Veterans Affairs

PO Box 149971

Austin TX 78714-9971

(877) 353-9791

(512) 460-5429

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# COST/PRICE SCHEDULE

**\*\*NOTE\*\* Indicate the total price for deduct alternates without including the base price amount. Deducts alternates are listed in descending order of importance.**

**BASE BID: Scope of Work description, page 8.**

1. ITEM I, BASE BID:
2. The Work includes the following: The scope of work includes Restoration of the Building Exterior clay tile pointing and selective replacement, installation of new Roofing, Gutters & Downspouts, installation new windows and doors, the Demolition of Existing Interior Structures, Construction of new Offices and Staff Support areas, Construction of new Toilet and Shower facilities, renovation of Shop and Work areas. The demolition work required for the project includes removal of such items but is not limited to removal of: interior partitions, floor and ceiling finishes, lighting and electrical fixtures, plumbing, and mechanical systems. Building Mechanical, Electrical, Plumbing and Fire Protection systems are improved significantly throughout the building. The building is currently occupied and will continue to be occupied and fully operational throughout the demolition and construction of the project.
3. The contractor will be responsible for purchasing and installing all equipment including owner supplied equipment.
4. New building utility work may require work on adjacent floors. These floors will require strict adherence of planned and scheduled coordination directives by the COR.
5. This project may require work in regular business hours, work in off hours, including demolition, construction, equipment installation, and testing. Coordinate all work with the COR.

**LUMP SUM BASE BID: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Write bid amount in words**

1. ITEM II, DEDUCT ALTERNATES:
2. **DEDUCT ALTERNATE #1:**  All work described in the Base Bid except deduct:

Power Wash, Prime, and Paint Concrete Wall (As shown on Drawing 5/A200).
Including all work related to Concrete Retaining Wall Repairs which shall include;

* Deduct – Clean, Prime and Paint – Concrete Wall

**LUMP SUM DEDUCT ALTERNATE #1:**  **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Write bid amount in words**

1. **DEDUCT ALTERNATE #2:**  All work described in the Base Bid except deduct:

Hip-Roof Structure at Generator (As shown on Drawings 5/A200 and 2/A301).
Including all work related to Hip-Roof Structure at Generator;

* Deduct – Hip-Roof Structure at Generator
* Retain – Existing Roof Covering

**LUMP SUM DEDUCT ALTERNATE #2:**  **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Write bid amount in words**

1. **DEDUCT ALTERNATE #3:**  All work described in the Base Bid except deduct:

Hip-Roof Structure at Lower Entry (As shown on Drawings A/201 and 2/A301).
Including all work related to Hip-Roof at Lower Entry;

* Deduct – Hip-Roof at Lower Entry
* Retain – Existing Roof Covering

**LUMP SUM DEDUCT ALTERNATE #3:**  **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Write bid amount in words**

1. **DEDUCT ALTERNATE #4**: All work described in the Base Bid except deduct:

NEW ENTRY Rm. 200 (As shown on Drawings 1/A102, 4/A200, 1/A201 and 2/A201).
Including all work related to Exterior Entrance at Upper Level which shall include;

* Deduct – Excavation and Foundation Walls
* Deduct – CMU, Brick, and Clay Tile Walls
* Deduct – Roof Framing and Roofing
* Retain – Concrete Slab and Crushed Stone Base

**LUMP SUM DEDUCT ALTERNATE #4: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Write bid amount in words**

1. **DEDUCT ALTERNATE #5:**  All work described in the Base Bid except deduct:

Insulated Metal Wall Panels in Lieu of Phenolic panels at Office Entrance and Existing Garage Entrance. (As shown on Drawings 4/A200 and 5/A200).

Including all work related to Exterior Entrance at Office and Existing Garage Entrance which shall include;

* Deduct –Phenolic panels
* Add – Siding – Insulated Metal Panel

**LUMP SUM DEDUCT ALTERNATE #5:**  **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Write bid amount in words**

The government intends to award a single contract for the Base Bid Item I; however, in the event the bid exceeds the funds available, award will be made to base item and alternate deducts in order of preference based on the availability of funds." The Government has the right to select any or all deducts.

**Statement of Work**

**Renovate Building 14, Boiler Plant**

**542-10-104**

Project 542-10-104, this project will totally demolish selected areas in the interior to the structural surfaces and renovate Building 14, Boiler Plant. Scope of Work includes but not limited Construct a new Control Room and Staff areas on the north side of the building adjacent to the existing entrance currently used as material storage, modifying the existing entrance by adding a Secure Ante Room allowing staff to be able to have increased security at the entrance.

The Control Room and Staff use areas will be enhanced with windows to provide adequate natural lighting, New Control Room, Staff Break Area, Toilet / Shower Room, Record Storage Room will all be located adjacent to each other. The existing Control Room and Break area will be converted to shop work areas along with the existing shop areas will be converted to needed storage.

The interior of spaces will be finished with the appropriate wall and ceiling surfaces, lighting, HVAC, Hot / Cold Water and Waste piping and electrical requirements. The exterior building envelope will be covered with new steel roofing system, wall siding panels for maintenance free, weather proofing and protection of the existing fragile red clay block walls, all existing windows, doors and louvers will be replaced. On the south side of the building the existing roadway will be excavated in order to make necessary repairs to the coal bin concrete lids and replace the waterproofing membrane, replace roadway, construct a new entry light wells, and install vehicle traffic limitation barriers to restrict vehicles from driving and parking over the areas.

The new work shall meet all applicable VA criteria, Building Codes, Fire Protection / Life Safety Codes and National Electrical / HVAC / Plumbing Codes.

**A. TRAINING**:

Effective July 31, 2005, **all employees** of the general contractor and subcontractors shall have the 10-hour OSHA certified construction safety course. The **General Contractor’s competent person** shall have completed the 30-hour OSHA certified construction safety course.  **Documentation of training shall be submitted to the Contracting Officer for review and approval prior to any work being performed. Failure to present the proper training documentation will result in the individual being removed from the job; the individual may only return after the proper documentation has been provided. There shall be no exceptions to this requirement.**

It is the responsibility of the Contractor to provide TB training annually and a PPD test annually for any employees providing services at the VA Medical Center, Coatesville, PA. The government reserves the right to review the contractor’s records. **Failure to present the proper training documentation upon the Contracting Officer’s request will result in the individual being removed from the job; the individual may only return after the proper documentation has been provided. There shall be no exceptions to this requirement.**

**B. PRIVACY AND CONFIDENTIALITY:**

Contractors to the Department of Veterans Affairs may be unintentionally exposed to sensitive information.  Information maybe overheard, seen on documents or electronic devices, or observed that could potentially violate the privacy and confidentiality of our veterans, employees, volunteers, and their families. Regulations such as, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Freedom of Information Act (FOIA) and Privacy Act of 1974 have been enacted to protect sensitive information from being improperly disclosed.  Information should not be divulged or released to anyone unless specifically authorized in accordance with the contracted services. Failure to comply with applicable statutes and regulation can result in the termination of this contract and civil and criminal penalties, including fines and imprisonment. All suspected or actual breaches of the privacy and confidential should be reported immediately to the Contracting Officer, COR or the Facility Privacy Officer.

**C. KEYS**:

All keys provided the Contractor or any subcontractor for use during the project shall be returned to the COR at completion of the work or upon request. No keys shall be reproduced by the Contractor or any subcontractor. There shall be a charge for each key that is lost or not returned to the COR.

**D. CONTRACTOR NORMAL WORK HOURS:**

The contractor work hours are from 7:00AM to 4:30PM, Monday through Friday, excluding federal holidays. Federal holidays that fall on a non-work day –Saturday or Sunday—the holiday usually is observed on Monday if the holiday is on Sunday or on Friday if the holiday is on Saturday. The contractor may request authorization from the Contracting Officer to work an alternative schedule or on holidays. However, the Contracting Officer reserves the right to deny or authorize the contractor’s request at his or her discretion considering the best interests of the Government. All federal holidays are observed as non work days. Federal holidays can be found on the following web site: <http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays>. These days will be identified during the pre-construction meeting. This contract may require work to be performed off-hours, and any increased costs related to this work will be the responsibility of the contractor.

**E. SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATE**

All offerors shall submit information pertaining to their past safety and environmental record. The information shall contain, at a minimum, a certification that the offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any Environmental Protection Agency (EPA) violation(s) in the past three years. All offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0.  This information shall be obtained from the offeror’s insurance company and be furnished on the insurance carrier’s letterhead.

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

A determination of responsibility will be accomplished for the apparent awardee prior to processing the award. The above information, along with other information obtained from Government systems, such as the System for Award Management (SAM.gov), Vendor Information Pages (VETBIZ), Experian Credit Risk Score and Financial Stability Risk Score (Experian) and/or DUN and Bradstreet, Federal Awardee Performance and Integrity Information System (FAPIIS) accessed through the Past Performance Information Retrieval System (PPIRS), Small Business Administration (SBA), Office of Inspector General-Health and Human Services (OIG-HHS), OSHA, Veterans’ Employment & Training Services (VETS 4214) reporting database, and EPA online inspection history databases will be used to make the Determination of Responsibility. Any information received by the Government that would cause for a negative Determination of Responsibility may make the offeror ineligible for award. This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

As required by the statutory requirement pertaining to the Veterans Benefits Act of 2003 (15 U.S.C. 657f) and in accordance with FAR 6.206, this procurement will be set-aside for Veteran Owned Small Business (VOSB) concerns. Only VOSB concerns who are verified in the Vendor Information Page (VETBIZ) and registered in System for Award Management (SAM.gov) will be eligible to submit proposals.

**F. LOCATION OF UNDERGROUND UTILITIES:**

Contractor cannot rely on available VA as-built drawings to identify all existing underground utilities. Prior to any excavating, contractor shall be required to make sure that the location of all underground utilities in excavation sites is accurately designated. Contractor shall be responsible for all costs related to identification of underground utilities. Contractor shall provide a comprehensive report on all underground utilities, which must include survey ground marks laid out and an illustration of job-site showing underground utilities. The Utility Location & Coordination Uniform Color Code shall be used for the ground marks and illustrations. Damage to underground utilities as a result of contractor’s excavation activity shall be repaired at contractor’s expense.

It may be necessary for contractor to employ the services of a Subsurface Utility Engineering firm to conduct surveys to locate all underground utilities in areas to be excavated. Such surveys might utilize geophysical prospecting techniques and electromagnetics. In some circumstances these conventional methods do not precisely locate the utilities, in which case the following additional means may be utilized: TV video pipe inspection, ground penetrating radar (for non-metallics), and vacuum excavation.

**G. CONTRACTING OFFICER’S REPRESENTATIVE (COR):**

(In accordance with VAAR 1.604 and 1.602-2) the COR assists in the technical monitoring or administration of a contract.  Limited authority is given in writing by the Contracting Officer’s letter of designation describing the COR’s duties and responsibilities.  The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract (or provisions of the solicitation).  The COR’s authority is limited to contract administration functions delegated in writing by the Contracting Officer. In this solicitation and in the specifications, COR may be used interchangeably with Contracting Officer’s Technical Representative (COTR), Resident Engineer, Project Engineer and Engineer/Engineering.

**H. POINT OF CONTACT:**

All questions are to be directed to the Contracting Officer at the CVAMC. Do not contact any A/E firm that may be identified herein. The A/E firm does not have the authority to share information with others or bind the government.

**I. WAGE AND HOUR LAWS:**

The Contractor shall be responsible for the correct title classification of workers and compliance with all applicable wage and hour laws.

**INSTRUCTIONS TO OFFERORS**

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

1. Proposal materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting proposals directly to the Department of Veterans Affairs.
2. A Bid Guarantee is required in an amount not less than 20 percent of the proposal price. Failure to furnish the required Bid Guarantee in the proper form and amount, by the time and date proposals are due, 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. **(Refer to GP-9, FAR 52.228-1)**
3. The offeror to whom award is made will be required to furnish a Payment Bond, SF 25A, and a Performance Bond, SF 25, each in the penal sum as noted in the General Conditions.

##

## GENERAL PROVISIONS

## GP.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2016)

 (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

 (2) The small business size standard is $15 Million.

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

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

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

 [ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

 (B) Exceed the simplified acquisition threshold; and

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

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

 (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

 (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

 (viii) 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.

 (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

 (x) 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.

 (xi) 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.

 (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

 (xiii) 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.

 (xiv) 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.

 (xv) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

**Note to paragraph (c)(1)(xv):** By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

 (xvi) 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.

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

 (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

 (C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

 (D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

 [X](ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

 [](vii) 52.227-6, Royalty Information.

 [](A) Basic.

 [](B) Alternate I.

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

 (d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

|  |  |  |  |
| --- | --- | --- | --- |
| FAR Clause # | Title | Date | Change |
|  |  |  |  |

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

(End of Provision)

## GP.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

 This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist inassessing 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.

## GP.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

 (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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.

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

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

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

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

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

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

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

(End of Provision)

## GP.4 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)

**GP.5 52.222-5** **Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147505), Construction Wage Rate Requirements, of this solicitation.

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

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

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

(End of Provision)

## GP.6 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

|  |  |
| --- | --- |
| **Goals for minority participation for each trade** | **Goals for female participation for each trade** |
| 2.5 % | 6.9 % |

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

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

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

 (1) Name, address, and telephone number of the subcontractor;

 (2) Employer's identification number of the subcontractor;

 (3) Estimated dollar amount of the subcontract;

 (4) Estimated starting and completion dates of the subcontract; and

 (5) Geographical area in which the subcontract is to be performed.

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

## (End of Provision)

## GP.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Coatesville VAMC

Bldg. 19 South

1400 Blackhorse Hill Road

Coatesville, PA 19320

Mailing Address:

Department of Veterans Affairs

Coatesville VAMC

Acquisitions (90C)

1400 Blackhorse Hill Road

Coatesville, PA 19320

 (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)

## GP.8 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

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

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

 (c) Evaluation of offers.

(c) Evaluation of offers.

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

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

 (d) Alternate offers.

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

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

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

 (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

 (ii) May be accepted if revised during negotiations.

(End of Provision)

## GP.9 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

 (c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000.00 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)

## GP.10 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, August 31, 2017 at 10:00 AM**

 (c) Participants will meet at— **Department of Veterans Affairs**

 **VA Medical Center**

 **Building 19 S Conference Room**

 **1400 Blackhorse Hill Road**

 **Coatesville, PA 19320**

(End of Provision)

## GP.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
|  52.204-2252.204-7 | ALTERNATIVE LINE ITEM PROPOSALSYSTEM FOR AWARD MANAGEMENT | JAN 2017OCT 2016 |
| 52.204-1652.214-352.214-452.214-552.214-652.214-752.214-1852.214-1952.214-2652.214-2752.214-28 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTINGAMENDMENTS TO INVITATIONS FOR BIDSFALSE STATEMENTS IN BIDSSUBMISSION OF BIDSEXPLANATION TO PROSPECTIVE BIDDERSLATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF BIDSPREPARATION OF BIDS-CONSTRUCTIONCONTRACT AWARD-SEALED BIDDING-CONSTRUCTIONAUDIT AND RECORDS-SEALED BIDDINGPRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDINGSUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING | JUL 2016DEC 2016APR 1984DEC 2016APR 1984NOV 1999APR 1984AUG 1996OCT 2010AUG 2011OCT 2010 |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR 1991 |
| 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR 1991 |
| 52.232-13 | NOTICE OF PROGRESS PAYMENTS | APR 1984 |
| 52.242-14 | SUSPENSION OF WORK | APR 1984 |
| 52.246-12 | INSPECTION OF CONSTRUCTION | AUG 1996 |
|  |  |  |

## GP.12 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

 (1) Include the name, address, fax number, and telephone number of the protester;

 (2) Identify the solicitation and/or contract number;

 (3) Include an original signed by the protester or the protester's representative and at least one copy;

 (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

 (5) Specifically request a ruling of the individual upon whom the protest is served;

 (6) State the form of relief requested; and

 (7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

## GP.13 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

 As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

 Deputy Assistant Secretary for Acquisition and Logistics,

 Risk Management Team, Department of Veterans Affairs

 810 Vermont Avenue, N.W.

 Washington, DC 20420

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

 Director, Office of Construction and Facilities Management

 811 Vermont Avenue, N.W.

 Washington, DC 20420

## GP.14 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

**GENERAL CONDITIONS**

## GC.1 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

(a) Definitions. As used in this clause–

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in [subpart 2.1](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%202_1.html#wp1145507) 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 (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

## GC.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(End of Clause)

## GC.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

 (i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of Clause)

## GC.4 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (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 365 days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

 (End of Clause)

## GC.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

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

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

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

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

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

 (3) For long-term contracts—

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

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

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

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

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

(End of Clause)

## GC.6 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

 (a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

 (b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

## GC.7 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

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

 "Cost of components" means—

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

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

 "Domestic construction material" means—

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

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

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

 (ii) The construction material is a COTS item.

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

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

 (b) Domestic preference.

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

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

NONE

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

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

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

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

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

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

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

 (B) Unit of measure;

 (C) Quantity;

 (D) Price;

 (E) Time of delivery or availability;

 (F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

(End of Clause)

## GC.8 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

 (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

 (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

 (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of—

 (1) The Contractor's failure to conform to contract requirements; or

 (2) Any defect of equipment, material, workmanship, or design furnished.

 (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

 (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

 (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

 (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

 (1) Obtain all warranties that would be given in normal commercial practice;

 (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

 (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

 (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

 (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

 (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

## GC.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | NOV 2013 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY 2014 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY 2014 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-452.204-9 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPERPERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | MAY 2011JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | OCT 2016 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2016 |
| 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS | OCT 2016 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | OCT 2015 |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 |
| 52.215-2 | AUDIT AND RECORDS—NEGOTIATION | OCT 2010 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | NOV 2016 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION | MAY 2014 |
| 52.222-6 | CONSTRUCTION WAGE RATE REQUIREMENTS | MAY 2014 |
| 52.222-7 | WITHHOLDING OF FUNDS | MAY 2014 |
| 52.222-8 | PAYROLLS AND BASIC RECORDS | MAY 2014 |
| 52.222-9 | APPRENTICES AND TRAINEES | JUL 2005 |
| 52.222-10 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS | FEB 1988 |
| 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) | MAY 2014 |
| 52.222-12 | CONTRACT TERMINATION—DEBARMENT | MAY 2014 |
| 52.222-13 | COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS | MAY 2014 |
| 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS | FEB 1988 |
| 52.222-15 | CERTIFICATION OF ELIGIBILITY | MAY 2014 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | APR 2015 |
| 52.222-26 | EQUAL OPPORTUNITY | SEP 2016 |
| 52.222-2752.222-35 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTIONEQUAL OPPORTUNITY FOR VETERANS | APR 2015OCT 2015 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | FEB 2016 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | MAR 2015 |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | OCT 2015 |
| 52.222-5552.222-6052.222-62 | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658PAYCHECK TRANSPARENCY (EXCEUTIVE ORDER 13673)PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 | DEC 2015OCT 2016JAN 2017 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2011 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS | DEC 2007 |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
| 52.223-21 | FOAMS | JUN 2016 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
| 52.227-4 | PATENT INDEMNITY—CONSTRUCTION CONTRACTS | DEC 2007 |
| 52.227-9 | REFUND OF ROYALTIES | APR 1984 |
| 52.228-2 | ADDITIONAL BOND SECURITY | OCT 1997 |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.228-11 | PLEDGES OF ASSETS | JAN 2012 |
| 52.228-12 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS | MAY 2014 |
| 52.228-14 | IRREVOCABLE LETTER OF CREDIT | NOV 2014 |
| 52.228-15 | PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION | OCT 2010 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB 2013 |
| 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS | MAY 2014 |
| 52.232-17 | INTEREST | MAY 2014 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
| 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS | JAN 2017 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.233-1 | DISPUTES | MAY 2014 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.236-2 | DIFFERING SITE CONDITIONS | APR 1984 |
| 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE 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 |
| 52.236-1352.236-14 | ACCIDENT PREVENTIONAVAILABILITY AND USE OF UTILITY SERVICES | NOV 1991APR 1984 |
| 52.236-15 | SCHEDULES FOR CONSTRUCTION CONTRACTS | APR 1984 |
| 52.236-17 | LAYOUT OF WORK | APR 1984 |
| 52.236-21 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION | FEB 1997 |
| 52.236-26 | PRECONSTRUCTION CONFERENCE | FEB 1995 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-4 | CHANGES | JUN 2007 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JAN 2017 |
| 52.248-3 | VALUE ENGINEERING—CONSTRUCTION | OCT 2015 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996) | APR 2012 |
| 52.249-10 | DEFAULT (FIXED-PRICE CONSTRUCTION) | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL JAN 2017

CONFIDENTIALITY AGREEMENTS OR STATEMENTS

## GC.10 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

 “Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

 (b) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

 (c) *Subcontracts*. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

|  |
| --- |
|  (End of clause) |

## GC.11 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

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

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

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

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

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

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

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

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

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

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

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

 (f) Subcontracts.

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

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

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

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

(End of Clause)

## GC.12 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)

## GC.13 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)

## GC.14 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

 (a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

 (1) Means a small business concern:

 (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

 (iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

 (v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

 (b) *General.*

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

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

 (c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

 (d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

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

(End of Clause)

## GC.15 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)

## GC.16 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## GC.17 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)

## GC.18 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002)

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

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

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

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

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

(End of Clause)

## GC.19 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)

## GC.20 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)

## GC.21 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)

## GC.22 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)

## GC.23 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)

## GC.24 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)

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

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

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

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

(End of Clause)

## GC.25 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)

 (a) Retainage:

 (1) The contracting officer may retain funds:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## GC.26 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)

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

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

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

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

(End of Clause)

## GC.27 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)

## GC.28 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)

## GC.29 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)

## GC.30 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

 The clauses entitled “Changes” in FAR 52.243-4 and “Differing Site Conditions” in FAR 52.236-2 are supplemented as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## GC.31 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

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

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

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

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

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

(End of Clause)

## GC.32 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)

## GC.33 VAAR 852.246-71 INSPECTION (JAN 2008)

 Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

## GC.34 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)

## GC.35 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)

## GC.36 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)

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

(End of Clause)

## GC.37 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)

General Decision Number: PA170006 08/11/2017 PA6

Superseded General Decision Number: PA20160006

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Bucks, Chester, Delaware, Montgomery and

Philadelphia Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage

of $10.20 for calendar year 2017 applies to all contracts

subject to the Davis-Bacon Act for which the contract is

awarded (and any solicitation was issued) on or after January

1, 2015. If this contract is covered by the EO, the contractor

must pay all workers in any classification listed on this wage

determination at least $10.20 (or the applicable wage rate

listed on this wage determination, if it is higher) for all

hours spent performing on the contract in calendar year 2017.

The EO minimum wage rate will be adjusted annually. Additional

information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

 0 01/06/2017

 1 02/24/2017

 2 03/31/2017

 3 04/21/2017

 4 05/05/2017

 5 06/02/2017

 6 06/09/2017

 7 06/16/2017

 8 07/07/2017

 9 07/14/2017

 10 08/11/2017

 BOIL0013-003 01/01/2017

 Rates Fringes

BOILERMAKER......................$ 44.26 33.02

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 CARP0173-001 05/01/2017

 Rates Fringes

CARPENTER........................$ 44.71 27.39

FOOTNOTE:

A. PAID HOLIDAY: LABOR DAY

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 CARP0179-003 05/01/2017

 Rates Fringes

PILEDRIVERMAN....................$ 43.45 32.57

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 CARP0219-005 07/01/2016

 Rates Fringes

MILLWRIGHT.......................$ 39.91 30.79

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 ELEC0098-001 05/02/2016

BUCKS COUNTY: Starting at the Delaware River and following the

west limits of the Borough of Bristol, along the continuation

of U.S. Highway 13 and under the Pennsylvania Railroad Bridge

to Route 09113, north 09113 to Route 152, north along Route

152 to the Humeville Road, east on Humeville Road to Route

333, north on Route 344 to the junction of Spurs 281 and 252,

continue north on Spur 252 to Route 09028, west on 09028 to

Route 152, north on 152 to TR 232, north on TR 532 to Tr 113,

north on TR 113 to TR 232 at Anchor Inn, northeast on TR 232

and continue northeast along Rounte 659 to Route 09060, west

on 09060 to Route 402, north on 402 to the Borough line at the

southwest corner of the Borough of New Hope. The Bouough of

New Hpoe is excluded.Starting at the Delaware at the Delaware

River and proceeding southwest along the Plumstead-Solebury

and the Plumstead-Buckingham Township lines to Route 09064,

northwest on 09064 to U.S. Highway 611 south on 611 to the

spur of Route 270, northwest along the spur to Route 397,

Southwest on 397 to Route 350, southeast on 350 to Route 395,

southwest on 395 to Route 09060, southeast on 09069 to Route

09041 southwest on 09041 to the Montgomery County line.

DELAWARE COUNTY: That portion east of a line following State

Highway 320 from Montgomery County to Maple, then along the

Springfield Road to Saxer Ave, along Saxer Avenue to Powell

Road, along Powell Road to State Highway 420 and continuing in

a straight line to the Delaware River. MONTGOMERY COUNTY:

That portion southeast of a line following Lower State Road

from Bucks County southwest to the Bethlehem Pike (U.S Highway

309), south on the Bethlehem Pike to the Penllyn Pike,

southwest on the Penllyn and Blue Bell Pikes to the

Wissahickon Creek, southeast on the Wissahickon Creek to the

Butler Pike to North Lane near Conshohocken Borough, southwest

on North Lane to Schuylkill River and continuing southeast in a

line to the Spring Mill Road and southwest on the Spring Mill

Road to Delaware County. PHILADELPHIA COUNTY

 Rates Fringes

ELECTRICIAN......................$ 54.69 33.91

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 ELEC0102-003 05/29/2017

BUCKS COUNTY (Plumstead, Bedminister, Tinicum, Nockamixon,

Bridgeton and Durham Townships in their entirey, and that

portion of Haycock and Springfield Townships east of a line

following State Highway 412, from Northampton County south to

Route 09071 to State Highway 212, along Highway 212 to Route

09068, and along 09068 to State Highway 313. Also included is

that portion of Dublin Borough east of State Highway 313

 Rates Fringes

ELECTRICIAN......................$ 54.62 56.50%

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 ELEC0126-002 05/30/2016

CHESTER, DELAWARE, MONTGOMERY, PHILADELPHIA, AND REMAINDER OF

BUCKS COUNTY

 Rates Fringes

Line Construction:

 Groundman...................$ 31.31 26.25%+10.50

 Lineman.....................$ 52.19 26.25%+10.50

 Truck Driver................$ 33.92 26.25%+10.50

 Winch Truck Operator........$ 36.53 26.25%+10.50

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 ELEC0269-001 03/01/2015

BUCKS COUNTY (Area East of a line starting at the Delaware

River and following the west limits of the Borough of Bristol,

along the continuation of U.S. Highway 13 and under the

Pennsylvania Railroad Bridge to Route 09113, north along 09113

to route 152, north along route 152 to the Hulmeville Rd., east

on the Hulmeville to Route 344, north on route 344 to the

junction of Spurs 281 and 252 continue north on spur 252 and

route 09028, west on 09028 to Route 152, north on 152 to TR

532, north on TR 532 to TR 113, north on TR 113 to TR 232 as

Anchor Inn, northeast on TR 232 and continue northeast along

659 to Route 09060, West on 09060 to Route 402, north on 402 to

the Borough Line at the southwest corner of the Borough of New

Hope; including the Boroughs of New Hope and Bristol)

 Rates Fringes

ELECTRICIAN......................$ 48.57 61.48%

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 ELEC0269-002 05/01/2016

BUCKS COUNTY - That portion east of a line starting at the

Delaware River and following the west limits of the Borough of

Bristol, along the continuation of U.S. Highway 13 and under

the Pennsylvania Railroad Bridge to Route 09113, north along

09113 to route 152, north along route 152 to the Hulmeville

Rd., east on the Hulmeville to Route 344, north on route 344 to

the junction of Spurs 281 and 252 continue north on spur 252

and route 09028, west on 09028 to Route 152, north on 152 to TR

532, north on TR 532 to TR 113, north on TR 113 to TR 232 as

Anchor Inn, northeast on TR 232 and continue northeast along

659 to Route 09060, West on 09060 to Route 402, north on 402 to

the Borough Line at the southwest corner of the Borough of New

Hope. The Boroughs of New Hope and Bristol are included.

 Rates Fringes

Line Construction:

 Groundman, Truck Driver.....$ 39.34 57.93%

 Linemen, Cable Splicer,

 Heavy Equipment Operator....$ 49.18 57.93%

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 ELEC0313-003 06/01/2011

DELAWARE COUNTY :(That portion south of U.S. Highway No. 1 and

west of U.S. Highway No. 202) Chester County (That portion

South and east of U. S. Highway 1)

 Rates Fringes

ELECTRICIAN......................$ 35.00 23.70

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\* ELEC0375-001 06/01/2017

BUCKS COUNTY (East Rock Hill, West Rock Hill, Milford and

Richland Towships in their entirety and that portion of Haycock

and Springfield Townships west of a line following State

Highway 212 from Northampton County South to Route 09071 along

09071 to state Highway 212, along Highway 212 to Route 09068

and along 09068 to State Highway 313) MONTGOMERY COUNTY(Upper

Hanover Twp.in its entirety)

 Rates Fringes

ELECTRICIAN......................$ 39.81 17.83

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 ELEC0380-001 09/29/2014

BUCKS COUNTY (Hilltown and New Britain Townships in their

entirety; that portion of Telford Borough Northeast of County

Line Road (Main Street) and bounded by West Rock Hill and

Hilltown Township that portion of Dublin Borough West of State

Highway 313, and that portion of Doylestown and Warrington

Townships and Doylestown Borough Northwest of a line following

U.S. Highway 611 South from Route 09064 to the spur of Route

270, and proceeding Northwest along the spur to Route 397,

Southwest on 397 to Route 350, Southeast on 350 to Route 395,

Southwest on 395 to Route 09069, Southeast on 09069 to Route

09041, Southwest on 09041 to the Montgomery County Line)

DELAWARE COUNTY (The portion of Radnor Township North of U.S

Highway 30 and West of State Highway 320) MONTGOMERY COUNTY

(The portion Northwest of a line following Lower State Road

from Bucks County Southwest to Bethlehem Pike (U.S. Highway

309), South on Bethlehem Pike to Penllyn Pike, Southwest on

the Penllyn and Blue Bell Pikes to Wissahickon Creek to the

Butler Pike, Southwest Wissahickon Creek to Butler Pike,

Southwest on Butler Pike, to North Lane near Conshohocken

Borough, Southeast on North Lane to the Schuylkill River and

continuing Southeast in a line to Spring Mill Road, Southwest

on Spring Mill Road to Delaware County; but excluding Upper

Hanover, Douglas, Upper Pottsgrove, West Pottsgrove Townships

and also excluding that portion of the Borough of Pottstown

North and West of a line drawn Northeast on Kein Street from

the Schuylkill River to Reading Railroad Northwest on the

railroad to Madison Street, to High Street, East on High

Street to Green Street, North on Green Street and Northeast on

Mintzer Street to Lower Pottsgrove Township Line, along this

township line and the borough line Northwest to Adams Street

and Beehive Road, Northeast on Beehive Road to the Township

Line at Mervine Street)

CHESTER COUNTY (East Coventry. East Vincent, West Vincent,

East Pikeland, West Pikeland, Uwchlan, Upper Uwchlan, East

Brandywine, Schuylkill and Charleston Townships in their

entirety, and that portion of Clan, East Clan, East Whiteland &

West Whiteland, Tredyffrin, Willistown, Easttown Townships and

Borough of Downingtown north of U. S.Highway 30 )

 Rates Fringes

ELECTRICIAN......................$ 41.05 29.99

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 ELEC0654-001 05/29/2017

DELAWARE COUNTY (The portion south of U.S. Highway 30 and north

of that part U.S. Highway 1 between U.S. Highway 202 and the

Chester County Line, and east of that part of U.S. Highway 202

between U.S. Highway 1 and the Delaware Line, and west of a

line extending from Montgomery County along State Route 320 to

Maple, then along the Springfield Road to Saxer Avenue, along

Saxer Avenue to Powell Road; along Powell Road to State Highway

420; along 420 and continuing in a straight line to the

Delaware River in the State of Pennsylvania) CHESTER COUNTY

(That portion south of U. S. Highway 30 and north of that part

of U.S. Highway 1)

 Rates Fringes

ELECTRICIAN......................$ 43.16 18%+20.24

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 ELEC0743-001 09/01/2016

CHESTER (Coatesville, Honey Brook, South Coventy, Valley,

Wallace, Warwich, West Brandywine, West Clan, and West Nantmeal

Twps); AND MONTGOMERY (Douglas, Pottstown, Upper Pottsgrove,

and West Pottsgrove, Twps) COUNTIES

 Rates Fringes

ELECTRICIAN......................$ 34.77 20.19

 New Year's Day, Good Friday, Memorial Day, Fourth of July,

 Labor Day, Veterans' Day, Thanksgiving Day, and Christmas

 Day.

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 ELEC0743-007 09/01/2016

CHESTER COUNTY (The portion of Sadsbury and West Sadsbury

Township north of U.S. Highway 30)

 Rates Fringes

ELECTRICIAN......................$ 34.77 20.19

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\* ENGI0542-005 05/01/2017

 Rates Fringes

Power equipment operators:

(HEAVY, HIGHWAY, AND WATER

LINE CONSTRUCTION (Off Plant

Site))

 GROUP 1....................$ 44.87 27.14

 GROUP 1a...................$ 47.86 28.04

 GROUP 2....................$ 44.62 27.07

 GROUP 2a...................$ 47.61 27.97

 GROUP 3....................$ 40.53 25.87

 GROUP 4....................$ 40.24 25.77

 GROUP 5....................$ 38.51 25.27

 GROUP 6....................$ 37.52 24.98

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

 GROUP 1: Handling steel and stone in connection with

 erection, cranes doing hook work, any machine handling

 machinery, helicopters, concrete pumps building machines

 similar to the above, including remote control equipment.

 GROUP 1a: Machines handling steel, or the functional

 equivalent, and stone in connection with erection 15 ton

 and over factory rating; Cranes doing hook work 15 ton and

 over factory rating; Any machines handling machinery; HIgh

 Rail/Burro Crane 15 ton and over factory rating; Rail

 Loader (Winch Boom Type) 15 ton and over factory rating;

 Concrete Pumps (Building) 120 feet of Boom length or less

 (200 yard pour or less); Machines similar to above,

 including remote control equipment; Equipment in this Wage

 Group that does not require an oiler.

 GROUP 2: All types of cranes, All types of backhoes,

 Cableways, Draglines, Keystones, all types of shovels,

 Derricks, Pavers 21E and over, Trenching machines, Trench

 shovel, Graddalls, Front-End loaders, Boat Captain, Pippin

 type backhoes, Tandems scrapers, Towers type crane

 operation erecting, Dismantling, Jumping or Jacking, Drills

 (self-containes), (drillmaster type) forklift (20 ft. and

 over), Moter patrols (fine grade), Batch plant with mixer,

 Carryalls, Scraper, Trounapulls, Roller (Hith Grade

 Finishing), Spreaders (asphalt), Bulldozers and Tractors,

 Mechanic welder, Conveyor loaders (euclid-type wheel),

 Concrete pump, Milling Machines, Hoist with two towers,

 Building hoist double drum (unless used as a single drum),

 Mucking machines in tunnel, All auto grade and concrete

 finishing machines, Bundle pullers/extractors (tublar),

 toxic/hazardous waste removal rate 20 per cent added to all

 classificiation, bobcat, side broom, directional boring

 machines, vermeet saw type machines ( other than hand held)

 tractor mounted hydro axe, chipper with boom, all machine

 similar to the above includidng remote control equipment.

 3: Asphalt plant engineers, Well drillers, Ditch witch

 (small trencher), Motor patrols, Fine grade machines,

 Ten-ton roller (grade fill stone base), Concrete breaking

 machines, Guilloline only, Stump grinder, Conveyors (except

 building conveyors), Fork lift trucks of all types, High

 pressure boliers, Machine similar to the above, including

 remote control equipment.

 GROUP 2a: Crawler backhoes and Crawler gradalls over one

 cublic yard factory rating; Hydraulic backhoes over one

 cubic yard factory rating; All types of cranes 15 ton and

 over factory rating; Single person operation truck cranes

 15 ton and over factory rating; Cherry picker type

 machinery and equipment 15 ton and over factory rating;

 Concrete Pumps (Heavy/Highway); Machines similar to above,

 including remote control equipment; Equipment in this Wage

 Group that does not require an oiler.

 GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch

 (small trencher), Motor patrols, Fine grade machines,

 Ten-ton roller (grade fill stone base), Concrete breaking

 machines, Guilloline only, Stump grinder, Conveyors (except

 building conveyors), Fork lift trucks of all types, High

 pressure boliers, Machine similar to the above, including

 remote control equipment.

 GROUP 4: Seaman, Pulverzer form line grader, Farm tractors,

 road finishing, Concrete spreader, Power broom

 (self-contained), Seed spreader, Grease truck.

 GROUP 5: Compressors pumps, Well point pumps, Welding

 machines Tireman, Power equipment, Maintenance engineer

 (power boats), and macnines similar to the above.

 GROUP 6: Fireman, Oilers and deck hands (personnel Boats),

 grease truck.

 FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day;

 Independence Day; Labor Day; Thanksgiving Day and Christmas

 Day

\*\*TOXIC/HAZARDOUS WASTE REMOVAL\*\*\*

Add 20 per cent to basic hourly rate for all classifications

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 IRON0068-003 07/01/2014

BUCKS COUNTY (Remainder)

 Rates Fringes

IRONWORKER, REINFORCING..........$ 42.65 30.28

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 IRON0068-005 07/01/2014

BUCKS COUNTY (Remainder)

 Rates Fringes

IRONWORKER (STRUCTURAL &

ORNAMENTAL)......................$ 44.64 30.28

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 IRON0401-001 07/01/2017

BUCKS (Includes the towns of BEnsalem, Breadysville, Bristol

Churchville, Cornwells Heights, Davisville, Eddington,

Feasterville, Hartsville, Johnsville, Line Lexington,

Neshaminy, Southampton, Tradesville, Trevose, Unionville,

Warminster, and Warrington): DELAWARE (North of a line running

along State Rt 352 to right on State Rt 291 to State Line);

CHESTER (Includes the towns of Aldham, Anselma, Bacton, Berwyn,

Cedar Hollow, Charlestown, Chester Springs, Cromby, Devon,

Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer,

Goshenville, Howellville, Kimberton, Ludwigs Corner, Paoli,

Matthews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky

Hill, Strattford, Sugartown, Tanguy, Valley Forge, Valley

Store, White Horse, Williams Corner, and Wilsons Corner);

MONTGOMERY (Remainder); and PHILADELPHIA COUNTIES

 Rates Fringes

IRONWORKER, STRUCTURAL AND

ORNAMENTAL.......................$ 47.30 32.50

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 IRON0405-001 07/01/2014

BUCKS (Includes the towns of Bensalem, Breadysville, Bristol,

Churchville, Cornwell Heights, Davisville, Eddington,

Festerville, Hartsville, Johnsville, Line Lexington, Neshaminy,

Southhampton, Transville, Trevose, Unionville, Warminister, and

Warrington), DELAWARE (North of a line running along State

Route 352 to right on State Route 291 to State Line); CHESTER

(Includes the towns of Aldham, Anselma, Bacton, Berwyn, Cedar

Hollow, Charlestown Chester Springs, Cromby, Devon, Devault,

Daylesford, Diamaond Rock, Dutton Mill, Frazer, Goshenville,

Howellville, Kimberton, Ludwigs Corner, Paoli, Mathews,

Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill,

Strafford, Sugartown, Tanguy, Valley Forge, Valley Store, White

Horse, Williams Corner, and Wilsons Corner); MONTGOMERY

(Remainder); AND PHILDELPHIA COUNTIES

 Rates Fringes

IRONWORKER, REINFORCING..........$ 40.73 26.60

 Reinforcing Steel Mesh, Rebar Work

 The following holidays shall be observed and when work is

 performed thereon it shall be paid for at twice the base

 rate: New Year's Day, Memorial Day, Independence Day, Labor

 Day, Thanksgiving Day, and Christmas Day. Employees shall

 be off Christmas Eve Day and receive four hours pay.

 Employees who have to work on Christmas Eve Day shall work

 four hours and be paid for eight hours pay for the holiday.

 Any time worked beyond fours hours shall be paid at the

 double time rate plus the four hours holiday pay. To

 receive holiday pay, the employee must work the day before

 Christmas Eve and the first working day after Christmas Day.

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 IRON0405-003 07/01/2014

BUCKS COUNTY (Includes the towns of Bensalem, Breadysville,

Bristol, Churchville, Cornwells Heights, Davisville, Eddington,

Feasterville, Hartsville, Johnsville, Line Lexington,

Neshaminy, Southhampton, Tradesville, Trevose, Unionville,

Warminster, and Warrington), DELAWARE (North of a line running

along State Route 352 to right on Stae Route 291 to State

Line); CHESTER (Includes the towns of Alsham, Anselma, Bacton,

Berwyn, Cedar Hollow, Charlestown, Chester Springs, Cromby,

Devon, Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer,

Goshenville, Howellville, Kimberton, Ludwig Corner, Paoli,

Mattews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky

Hill, Strafford, Sugartown, Tanguy, Valley Forge, Valley Store,

White Horse, Williams Corner); MONTGOMERY (Remainder); and

PHILADELPHIA COUNTIES

 Rates Fringes

IRONWORKER (Rigger and

Machinery Mover).................$ 38.00 25.60

 The following holidays shall be observed and when work is

 performed thereon it shall be paid for at twice the base

 rate: New Year's Day, Memorial Day, Independence Day, Labor

 Day, Thanksgiving Day, and Christmas Day. Employees shall

 be off Christmas Eve Day and receive four hours pay.

 Employees who have to work on Christmas Eve Day shall work

 four hours and be paid for eight hours pay for the holiday.

 Any time worked beyond fours hours shall be paid at the

 double time rate plus the four hours holiday pay. To

 receive holiday pay, the employee must work the day before

 Christmas Eve and the first working day after Christmas Day.

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 IRON0420-007 07/01/2014

MONTGOMERY COUNTY (Anise, Berguy, Congo, Douglas, East

Greenfield, East Limerick, East Slaford, East Zieglerville,

Engleville, Fagleysville, Ford, Gilbertsville, Green Lane,

Hanover, New Perksionenville, Niato, Palm, Obelish, Pennsburg,

Perkiomen, Pottstown, Royerfored, Roytown, Sammamansville,

Tylerport, Upper Hanover, Upper Pottsgrove, Upper Wodall, West

Limerick, West Salford, and West Zieglerville Townships)

 Rates Fringes

Ironworkers:

 Projects $200,000,000 and

 greater, all work...........$ 31.70 25.00

 Projects less than

 $200,000,000................$ 30.70 25.00

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 IRON0451-004 07/01/2016

CHESTER (Remainder of County), AND DELAWARE (Remainder of

County) COUNTIES

 Rates Fringes

Ironworkers: (Structural,

Ornamental, and Reinforcing).....$ 33.60 28.75

 The following holidays shall be observed, and when work is

 performed thereon it shall be paid for at twice the base

 wage rate: New Year's Day, Memorial Day, Independence Day,

 Labor Day, Thanksgiving Day and Christmas Day.

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 LABO0057-001 05/01/2017

 Rates Fringes

LABORER

 GROUP 1...................$ 29.75 25.12

 GROUP 2...................$ 29.95 25.12

 GROUP 3...................$ 29.95 25.12

 GROUP 4...................$ 24.55 25.12

 GROUP 5...................$ 30.60 25.12

 GROUP 6...................$ 30.65 25.12

 GROUP 7...................$ 30.50 25.12

 GROUP 8...................$ 30.25 25.12

 GROUP 9...................$ 30.10 25.12

 GROUP 10...................$ 30.25 25.12

 GROUP 11...................$ 30.15 25.12

 GROUP 12...................$ 33.88 25.12

 GROUP 13...................$ 30.00 25.12

LABORERS CLASSIFICATIONS

 GROUP 1: Yardwork Laborers; Scale Mixermen; Burnermen,

 Feeders; Dustmen

 GROUP 2: General Laborer; Asphalt Shovelers; Sheeting,

 Shoring & Lagging Laborers; Stone, Granite & Artificial

 Stone Setting Laborer; Hod Carriers; Scaffold Builders;

 Relief Joints & Approach Slabs; Assembling & Placing

 Gabions; Pneumatic Tool Laborers; Concrete Forms &

 Stripping Laborers; Concrete & Lumber Material Laborers;

 Steel & Steel Mesh (Carrying & Handling); Form Pinners;

 Mortar Mixers; Pouring & Placing Concrete; Grade Men

 GROUP 3: Vibrator Laborer; Finish Surface Asphalt Rackers;

 Jackhammer Operators; Paving Breaker Operator; Pipelayer &

 Caulker (all joints up to within 5 feet of the Building

 Foundation Line); Conduit & Duct Layers

GROUP 4: Flagperson

GROUP 5: Miners

GROUP 6: Burners

 GROUP 7: Miner Bore Driver; Blasters; Drillers; Pneumatic

 Shield Operator

GROUP 8: Form Setters

 GROUP 9: Trackmen; Brackmen; Groutmen; Bottom Shaft Men; All

 Other Laborers in Free Air Tunnels; Underpinning (When an

 underpinning excavation is dug eight feet or more below the

 natural grade or where an excavation for a pier hole of

 five feet square or less and eight feet or more deep is

 dug, the rate shall apply only after a depth of eight feet

 is reached, to the men working in the bottom)

 GROUP 10: Circular Caissons (Where an excavation for circular

 caissons are dug eight feet or more below the natural grade

 level adjacent to the starting point of the caisson hole,

 at ground level, for the men working in the bottom);

 Welders, Burners & Air Tuggers

GROUP 11: Powderman; Multiple Wagon Drill Operator

GROUP 12: Toxic/Hazardous Waste Handler

GROUP 13: Wagon Drill/Hydraulic Track Drill Operator

----------------------------------------------------------------

 LABO0413-005 04/01/2016

 Rates Fringes

Landscaping

 Farm Tractor Driver,

 Hydroseeder Nozzleman,

 Mulcher Nozzleman...........$ 21.19 22.37+A

FOOTNOTE:

 A. PAID HOLIDAYS: Independence Day, Labor Day, and

 Thanksgiving Day

----------------------------------------------------------------

 PAIN0021-003 02/01/2017

 Rates Fringes

Painters:

 Bridge......................$ 53.67 24.47

 All Other Work..............$ 42.64 24.43

----------------------------------------------------------------

 PLAS0592-008 05/01/2017

 Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 34.45 31.51

----------------------------------------------------------------

 PLUM0420-001 05/01/2017

 Rates Fringes

Steamfitter

 Bucks, Chester, Delaware,

 Montgomery and

 Philadelphia Counties.......$ 54.64 32.54

----------------------------------------------------------------

 PLUM0690-008 05/01/2017

 Rates Fringes

PLUMBER..........................$ 51.42 32.27

----------------------------------------------------------------

 TEAM0107-002 05/01/2016

 Rates Fringes

Truck drivers:

 GROUP 1.....................$ 29.702 17.1425+a+b

 GROUP 2.....................$ 29.802 17.1425+a+b

 GROUP 3.....................$ 30.052 17.1425+a+b

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Stake body truck (single axle, dumpster)

 GROUP 2 - Dump trucks, tandem and batch trucks,

 semi-trailers, agitator mixer trucks, and dumpcrete type

 vehicles, asphalt distributors, farm tractor when used for

 transportation, stake body truck (tandem)

 GROUP 3 - Euclid type, off-highway equipment or belly dump

 trucks and double hitched equipment, staddle (ross)

 carrier, low-bed trailers

FOOTNOTE:

 A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day,

 Thanksgiving Day and five personal holidays provided

 employee works at least one day in the three work days

 before and at least one day in the three work days after

 the said holiday. Emloyee earns a personal holiday every

 two months, provided employee has worked twenty-six day in

 each consecutive two month period, up to a maximum of five

 per calendar year. After 130 work days the employee is

 entitled to all five personal holidays.

 B. PAID VACATION: Employee will earn one vacation day for

 every two months, provided employee has worked twenty-six

 day in each consecutive two month period, up to a maximum

 of five vacation days per calendar year. After 130

 workdays the employee is entitled to all five days of

 vacation. Employees with 5 years of seniority, earn an

 additional week of vacation, accrued in the same way.

----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

================================================================

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO

is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses

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

----------------------------------------------------------------

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than "SU" or

"UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is

based.

----------------------------------------------------------------

 WAGE DETERMINATION APPEALS PROCESS

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

be:

\* an existing published wage determination

\* a survey underlying a wage determination

\* a Wage and Hour Division letter setting forth a position on

 a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

 Branch of Construction Wage Determinations

 Wage and Hour Division

 U.S. Department of Labor

 200 Constitution Avenue, N.W.

 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

 Wage and Hour Administrator

 U.S. Department of Labor

 200 Constitution Avenue, N.W.

 Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage

payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

 Administrative Review Board

 U.S. Department of Labor

 200 Constitution Avenue, N.W.

 Washington, DC 20210

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

================================================================

 END OF GENERAL DECISION

General Decision Number: PA170107 08/04/2017 PA107

Superseded General Decision Number: PA20160107

State: Pennsylvania

Construction Type: Building

County: Chester County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage

of $10.20 for calendar year 2017 applies to all contracts

subject to the Davis-Bacon Act for which the contract is

awarded (and any solicitation was issued) on or after January

1, 2015. If this contract is covered by the EO, the contractor

must pay all workers in any classification listed on this wage

determination at least $10.20 (or the applicable wage rate

listed on this wage determination, if it is higher) for all

hours spent performing on the contract in calendar year 2017.

The EO minimum wage rate will be adjusted annually. Additional

information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

 0 01/06/2017

 1 01/27/2017

 2 03/03/2017

 3 03/17/2017

 4 03/31/2017

 5 04/21/2017

 6 05/05/2017

 7 05/26/2017

 8 06/02/2017

 9 06/09/2017

 10 06/16/2017

 11 07/07/2017

 12 08/04/2017

 ASBE0014-002 05/29/2017

 Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR (MECHANICAL- Duct,

Pipe & Mechanical System

Insulation)......................$ 47.30 34.60

----------------------------------------------------------------

 BOIL0013-008 01/01/2017

 Rates Fringes

BOILERMAKER......................$ 44.26 33.02

----------------------------------------------------------------

 BRPA0001-016 05/01/2014

 Rates Fringes

BRICKLAYER (Including

Pointing, Caulking, and

Cleaning)........................$ 36.41 23.80

MASON - STONE....................$ 36.48 23.77

----------------------------------------------------------------

 BRPA0001-017 05/01/2014

 Rates Fringes

TILE FINISHER....................$ 20.93 22.09

TILE SETTER......................$ 38.36 22.72

----------------------------------------------------------------

 CARP0173-002 05/01/2017

 Rates Fringes

CARPENTER (Includes,

Acoustical Ceiling

Installation, Batt

Insulation, Drywall Hanging,

Firestopping, Form Work,

Gutter Installation, Metal

Roof Installation, Scaffold

Building and Siding

Installation- Metal,

Aluminum, and Vinyl).............$ 39.35 27.29

----------------------------------------------------------------

 CARP0179-003 05/01/2017

 Rates Fringes

PILEDRIVERMAN....................$ 43.45 32.57

----------------------------------------------------------------

 CARP0219-005 07/01/2016

 Rates Fringes

MILLWRIGHT.......................$ 39.91 30.79

----------------------------------------------------------------

 CARP0251-004 05/01/2017

 Rates Fringes

CARPENTER (Floor Laying -

Hardwood, Carpet and Vinyl

Only)............................$ 42.51 27.79

----------------------------------------------------------------

 ELEC0098-008 04/30/2012

 Rates Fringes

ELECTRICIAN (Installation of

Sound and Communication

Systems Only)....................$ 47.07 17.51

----------------------------------------------------------------

 ELEC0098-011 08/26/2016

 Rates Fringes

ELECTRICIAN (Includes Solar

Panel Wiring and

Installation; Excludes Alarm

Installation, Installation of

Sound and Communication

Systems, HVAC/Temperature

Controls, and Low Voltage

Wiring)..........................$ 43.51 41.15%+15.41

----------------------------------------------------------------

 ELEC0126-008 05/30/2016

 Rates Fringes

LINE CONSTRUCTION

 Lineman.....................$ 52.19 26.25%+10.50

----------------------------------------------------------------

 ELEC0654-006 05/29/2017

 Rates Fringes

ELECTRICIAN (HVAC/Temperature

Controls Installation and

Alarm Installation Only).........$ 43.16 18%+20.24

----------------------------------------------------------------

 ELEV0005-002 01/01/2017

 Rates Fringes

ELEVATOR MECHANIC................$ 54.06 31.585+A+B

FOOTNOTES FOR ELEVATOR MECHANICS:

 A. PAID VACATION: Employer contributes 8% of basic hourly

 rate for 5 years or more of service or 6% for 6 months to 5

 years of service.

 B. Eight Paid Holidays (provided employee has worked 5

 consecutive days before and the working day after the

 holiday): New Years's Day; Memorial Day; Independence Day;

 Labor Day; Veteran's Day; Thanksgiving Day and the Friday

 after Thanksgiving Day, and Christmas Day.

----------------------------------------------------------------

 ENGI0066-047 07/01/2014

 Rates Fringes

POWER EQUIPMENT OPERATOR

 Mechanic....................$ 28.37 15.66

----------------------------------------------------------------

\* ENGI0542-034 05/01/2017

 Rates Fringes

POWER EQUIPMENT OPERATOR

 Crane, Gradall, Bulldozer,

 Bobcat/Skid Steer/ Skid

 Loader, Grader/Blade,

 Loader, Paver (Asphalt,

 Aggregate, and Concrete),

 Backhoe/ Excavator/

 Trackhoe, Boom, Concrete

 Pump, Crusher, Drill Rig

 Caissons, Milling Machine...$ 44.62 27.07

 Hoist (Single Drum),

 Forklift (all types)........$ 40.53 25.87

 Hoist (With Two Towers).....$ 53.84 31.39

 Oiler, Articulating Truck

 Operator....................$ 37.52 24.98

 Pump........................$ 38.51 25.27

 Roller......................$ 40.53 25.87

----------------------------------------------------------------

 IRON0401-006 07/01/2017

 Rates Fringes

IRONWORKER (Reinforcing and

Structural)......................$ 47.30 32.50

----------------------------------------------------------------

 LABO0135-001 05/01/2017

 Rates Fringes

LABORER (Mason Tender- Brick)....$ 29.17 24.65

----------------------------------------------------------------

 LABO0413-007 05/01/2017

 Rates Fringes

LABORER

 Common or General;

 Concrete Worker.............$ 28.65 24.65

 Mason Tender-

 Cement/Concrete.............$ 29.17 24.65

----------------------------------------------------------------

 PAIN0021-029 05/01/2016

 Rates Fringes

PAINTER (Includes Brush,

Roller, Spray, and Drywall

Finishing/Taping)................$ 36.80 24.03

----------------------------------------------------------------

 PAIN0252-007 05/01/2017

 Rates Fringes

GLAZIER..........................$ 41.30 28.55

----------------------------------------------------------------

 PLAS0008-003 05/01/2017

 Rates Fringes

PLASTERER........................$ 37.42 28.83

----------------------------------------------------------------

 PLAS0592-037 05/01/2017

 Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 36.45 31.56

----------------------------------------------------------------

 PLUM0420-012 05/01/2017

 Rates Fringes

PIPEFITTER (Including HVAC

Pipe and HVAC Unit

Installation)....................$ 54.64 32.54

----------------------------------------------------------------

 PLUM0420-013 05/01/2017

 Rates Fringes

PIPEFITTER

 Mechanical Equipment

 Serviceman (HVAC Pipe and

 Unit Installation Only).....$ 54.64 32.54

----------------------------------------------------------------

 PLUM0690-011 05/01/2017

 Rates Fringes

PLUMBER..........................$ 51.42 32.27

----------------------------------------------------------------

 ROOF0030-013 05/01/2016

 Rates Fringes

ROOFER (Includes

Waterproofing, Excludes Metal

Roof Installation)...............$ 35.15 28.69

----------------------------------------------------------------

 SFPA0669-004 04/01/2017

 Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers)......................$ 37.40 21.49

----------------------------------------------------------------

 SHEE0019-014 12/01/2016

 Rates Fringes

SHEET METAL WORKER (Excluding

HVAC Duct Installation)..........$ 33.53 33.38

FOOTNOTE: Paid Holiday: Election Day

----------------------------------------------------------------

 SHEE0019-019 05/01/2017

 Rates Fringes

SHEET METAL WORKER (HVAC Duct

Installation Only)...............$ 46.42 38.71

FOOTNOTE: Paid Holiday: Election Day

----------------------------------------------------------------

\* UAVG-PA-0021 01/01/2016

 Rates Fringes

ELECTRICIAN (Low Voltage

Wiring Only).....................$ 42.01 22.96

----------------------------------------------------------------

 SUPA2011-041 08/20/2014

 Rates Fringes

CARPENTER (Metal Flashing

Installation Only)...............$ 37.27 32.66

IRONWORKER, ORNAMENTAL...........$ 34.27 22.55

OPERATOR: Drill.................$ 28.55 15.78

TRUCK DRIVER: Dump Truck........$ 21.31 0.00

----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

================================================================

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================================================================

 END OF GENERAL DECISION

**CONSTRUCTION SAFETY STANDARDS**

**DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER**

**COATESVILLE, PENNSYLVANIA 19320**

**UPDATED: 06/16**

**ROLAND DUCHARME**

**DIRECTOR, FACILITIES ENGINEERING SERVICE**

**ATTACHMENT #1**

**DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER**

**COATESVILLE, PENNSYLVANIA 19320**

**GUIDELINES**

This digest of construction safety and health requirements has been compliance of all Safety, Health and Fire Protection Regulations, which must be observed while working at this health care facility. The sources of these regulations are:

1. U.S. Department of Labor Standards - OSHA 29 CFR 1910
(General Industry) 1995 Edition
2. U.S. Department of Labor Standards - OSHA 29 CFR 1926
(Construction Safety) 1995 Edition
3. National Fire Protection Association Codes
4. Department of Veterans Affairs Safety Policies and Procedures

The enforcement of all safety regulations contained within this digest is carried out by the Coatesville VA Medical Center’s (CVAMC) Safety Officer representing the Director, Facilities Engineering Service. The Medical Center’s Safety Officer will make inspections of contractor personnel performing work on the station, advising them of mandatory safety procedures. If flagrant violations are observed the Safety Officer can order shutdown of activities until he/she can contact the Director, Facilities Engineering Service to present his/her appraisal of the situation. Private contractor construction work at this facility is also subject to inspection by U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), Philadelphia Office.

Note: Construction contractor is required to have employees tested for TB, treated as necessary, and provide a letter of certification that their employees are “TB FREE” with their other required documentation prior to the start of construction.

**STANDARDS**

1. ABRASIVE GRINDING
	1. All abrasive wheel bench and stand grinders shall be provided with safety guards which cover the spindle ends, nut and flange projections and are strong enough to withstand the effects of a bursting wheel.
	2. An adjustable work rest of rigid construction shall be used on floor and bench-mounted grinders, fixed base, off-hand grinding machines with the work rest kept adjusted to a maximum clearance of 1/8 inch between rest and wheel.
	3. All abrasive wheels shall be closely inspected and ring tested before mounting to ensure that they are free from defects.
2. ACCIDENT RECORD KEEPING REQUIREMENTS
	1. Within 48 hours after its occurrence, an employee accident which is fatal to one or more employees or which results in the hospitalization of five or more employees shall be reported by the employer, either orally or in writing, to the nearest OSHA Area Director.
	2. Records as prescribed in the record keeping requirements booklet shall be kept for all accidents that result in fatality, hospitalization, lost workdays, medical treatment, job transfer, termination or loss of consciousness.
	3. All injuries sustained by contractors while on VA property must be reported to the Safety Office at Extension 3816.
3. AIR TOOLS
	1. Pneumatic power tools shall be secured to the hose in a positive manner to prevent accidental disconnection.
	2. Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent them from being accidentally expelled.
	3. The manufacturer’s safe operating pressure for all hoses, fittings and utilization equipment shall not be exceeded.
4. BELT SANDING MACHINES
	1. Belt sanding machines shall be provided with guards at each nip point where the sanding belt runs onto a pulley.
	2. The unused run of the sanding belt shall be guarded against accidental contact.
5. BOILERS

 Boilers provided by the contractor shall be deemed to be in compliance with the requirements of this part when evidence of current and valid certification by an insurance company or regulatory authority attesting to the safe installation, inspection and testing is presented.

1. CARDIAC ARREST

 In the event a contractor’s employee suffers an apparent heart attack a fellow employee should go to the nearest phone, dial “911” report that there is a possible cardiac arrest and give the exact location.

1. CHAINS

 (See #67 – Wire Ropes, Chains, and Ropes).

1. COMPRESSED AIR, USE OF

 Compressed air used for cleaning purposes shall not exceed 35 pounds per square inch (psi) when the nozzle end is obstructed or dead ended and then only with effective chip guarding and personal protective equipment.

1. COMPRESSED GAS CYLINDERS – (OSHA PART 1926.350 Thru 1926.354)
	1. Valve protection caps shall be in place when compressed gas cylinders are transported, moved or stored.
	2. Cylinder valves shall be closed when work is finished and when cylinders are empty or are moved.
	3. Compressed gas cylinders shall be secured in an upright position at all times, except when cylinders are actually being hoisted or carried.
	4. Cylinders shall be kept at a safe distance or shielded from welding or cutting operations. Cylinders shall be kept at a safe distance from radiators or other heat sources or where they can contact an electrical circuit.
	5. Oxygen and fuel gas regulators shall be in proper working order while in use.
2. CONCRETE, CONCRETE FORMS AND SHORING
	1. All equipment and material used shall comply with American National Standards Institute (ANSI) A10.9 “Safety Requirements for Concrete Construction and Masonry Work”.
	2. Employees shall not be permitted to work above vertically protruding reinforcing steel, unless it has been protected to eliminate the hazard of impalement.
	3. Powered and rotating-type concrete toweling machines that are manually guided shall be equipped with a dead man type operating control.
	4. Formwork and shoring shall safely support all loads imposed during concrete placement. Drawings or plans of formwork and shoring systems shall be available at the job site.
3. CONFINED SPACE ENTRY – (OSHA 1910.146)

Any work which requires entry into a confined space, such as manholes, shall conform to OSHA 1910.146, Confined Space Entry, and this Medical Center’s Confined Space Entry Program. Contractor will be informed of the hazards associated with such spaces by the VA Engineering Staff, and will supply the VA with evidence of an appropriate confined space program and worker training in Confined Space Entry. Contractor will supply all equipment necessary to work safely in a confined space. Contractor will coordinate entry into such spaces with VA Safety Staff.

1. CONVEYORS
	1. Conveyor systems shall be equipped with an audible warning signal which can be sounded immediately before starting up the conveyor.
	2. Where conveyors pass over work areas or aisles, guards shall be provided to protect employees from falling material.
	3. Conveyors shall be in compliance with ANSI B20.1, “Safety Code for conveyors, cableways and related equipment”.
2. CRANES AND DERRICKS
	1. The contractor shall comply with the manufacturer’s specifications and limitations.
	2. Rated load capacities, recommended operating speeds and special hazard warnings or instructions shall be posted on all equipment and be visible from the operator’s station.
	3. Equipment shall be inspected before each use and all deficiencies corrected before further use.
	4. Accessible areas within the swing radius of the revolving superstructure shall be barricaded.
	5. Except where electrical distribution and transmission lines have been de-energized and visibly grounded at point of work, or where insulating barriers not a part of or an attachment to the equipment or machinery have been erected to prevent physical contact with the lines, no part of a crane or its load shall be operated within 10 feet of a line rated 50 kilovolt (kV) or below; 10 feet + 0.4 inches for each 1 kV over 50 kV for lines rated over 50 kV; or twice the length of the line insulator, but never less than 10 feet.
	6. (See #67 – Wire Ropes, Chains, and Ropes for rules pertaining to rigging equipment).
3. DISCOVERY OF FIRE
	1. In the event a fire is discovered the following steps will be carried out:
		1. **RESCUE:** Remove anyone in danger from the area.
		2. **ALARM:** Turn in the alarm.
		3. **CONTAIN:** Close doors prevent spread.
		4. **EXTINGUISH:** Only if it is safe.
	2. All contractor personnel will familiarize themselves with all fire equipment and fire alarm pull box station locations.
	3. Dial 610-383-0285 and give location and type of fire.
	4. Evacuation plans are posted on each floor in the corridors for your use in the event of a fire. When the fire alarm sounds in the building where workmen are located, they must evacuate the building and wait for all clear signal from Fire Department.
	5. In the event of a fire **DO NOT** use elevators - use stairwell exits for means of escape.
4. DISPOSAL CHUTES
	1. Whenever materials are dropped more than 20 feet to any exterior point, an enclosed chute shall be used.
	2. When debris is dropped through holes in the floor without the use of chutes, the area where the material is dropped shall be enclosed with barricades not less than 42 inches high and not less than 6 feet back from the projected opening.
5. DRINKING WATER
	1. An adequate supply of portable water will be provided in all places of employment.
	2. Portable drinking water containers shall be capable of being tightly closed and be equipped with a tap.
	3. The common drinking cup is prohibited.
	4. Unused disposable cups shall be kept in a sanitary container and a receptacle shall be provided for used cups.
6. ELECTRICAL
	1. All electrical work shall be in compliance with the current National Electrical Code, unless otherwise provided by OSHA regulations.
	2. The noncurrent-carrying metal parts of fixed, portable and plug-connected equipment shall be grounded. Portable tools and appliances protected by an approved system of double insulation need not be grounded.
	3. Extension cords shall be the 3-wire type, shall be protected from damage and shall not be fastened with staples, hung from nails, or suspended from wires. Splices shall have soldered wire connections with insulation equal to the cable. Worn or frayed cords shall not be used.
	4. Exposed bulbs on temporary lights shall be guarded to prevent accidental contact. except where bulbs are deeply recessed in the reflector. Temporary lights shall not be suspended by their electric cords unless designed for this use.
	5. Receptacles for attachment plugs shall be of the approved, concealed contact type. Where different voltages, frequencies, or types of current are supplied, receptacles shall be of such design that attachment plugs are not interchangeable.
	6. Each disconnecting means for motors and appliances and each service feeder or branch circuit at the point where it originates shall be legibly marked to indicate its purpose, unless located and arranged so the purpose is evident.
7. EXCAVATING AND TRENCHING – (OSHA PART 1926.652)
	1. Prior to all excavation and trenching operations obtain a trenching and excavation permit through the CVAMC Safety Manager. All excavation and trenching operations must follow the CVAMC’s trenching and excavation program.
	2. Before opening any excavation, efforts shall be made to determine if there are underground utilities in the area and they shall be located and protected during the excavation operations.
	3. The walls and faces of all excavations and trenches more than 4 feet deep, in which employees are exposed to danger from moving ground shall be guarded by a shoring system, sloping of the ground, or some other equivalent means.
	4. A means of egress such as but not limited to a ladder, stairway or ramp shall be located in every excavation or trench 4 feet or more in depth so as to require no more than 25 feet of lateral travel for employees.
	5. In excavations which employees may be required to enter, excavated or other material shall be effectively stored and retained at least 2 feet or more from the edge of the excavation.
	6. Daily inspections of excavations will be made by a competent person. If evidence of possible cave-ins or slides is apparent, all work in the excavation shall cease until the necessary precautions have been taken to safeguard the employees.
8. EXPLOSIVES AND BLASTING
	1. Only authorized and qualified persons shall be permitted to handle and use explosives.
	2. Explosive material shall be stored in approved facilities as required by provisions of the Internal Revenue Service regulations published in 26 CFR 181, “Commerce in Explosive”.
	3. Smoking and open flames shall not be permitted within 50 feet of explosives storage magazines.
	4. Procedures that permit safe and efficient loading shall be established before loading is started.
9. EYE AND FACE PROTECTION – (OSHA 1926.102)
	1. Eye and face protection shall be provided when machines or operations present potential eye or face injury.
	2. Eye and face protective equipment shall meet the requirements of ANSI Z87.1, “Practice for Occupational Eye and Face Protection”.
	3. Employees involved in welding operations shall be furnished with filter lenses of the proper shade number.
	4. Employees exposed to laser beams shall be furnished suitable laser safety goggles which will protect for the specific wave-length of the laser and be of optical density adequate for the energy involved.
10. FIRE PROTECTION
	1. The Medical Center’s firefighting program is to be followed throughout all phases of the construction and demolition work involved.
	2. Firefighting equipment will be conspicuously located and readily accessible at all times and be maintained in operating condition.
	3. Carbon tetrachloride and other toxic vaporizing liquid fire extinguishers are prohibited.
	4. All construction employees shall receive fire/safety orientation from their supervisors via the general contractor.
11. FLAGMAN
	1. When signs, signals and barricades do not provide the necessary protection on or adjacent to a highway or street, flagmen or other appropriate traffic controls shall be provided.
	2. Flagman shall be provided with and shall wear a red or orange warning garment while flagging. Warning garments worn at night shall be of reflectorized material.
12. FLAMMABLE AND COMBUSTIBLE LIQUIDS
	1. Only approved containers and portable tanks shall be used for storage and handling of flammable and combustible liquids.
	2. No more than 25 gallons of flammable or combustible liquid shall be stored in a room outside of an approved storage cabinet. No more than 60 gallons of flammable or 120 gallons of combustible liquids shall be stored in any one storage cabinet. No more than three storage cabinets may be located in a single storage area.
	3. Inside storage rooms for flammable and combustible liquids shall be of fire-resistive construction, have self-closing fire doors at all openings, 4-inch sill or depressed floors, a ventilation system that provides at least six air changes within the room per hour and electrical wiring and equipment approved for Class 1, Division 1 locations.
	4. Storage in containers outside buildings shall not exceed 1,100 gallons in any one pile or area. The storage area shall be graded to divert possible spills away from buildings or other exposures, or shall be surrounded by a curb or dike. Storage areas shall be located at least 20 feet from any building and shall be free from weeds, debris and other combustible materials.
	5. Flammable liquids shall be kept in closed containers when not actually in use.
	6. Conspicuous and legible signs prohibiting smoking shall be posted in service and refueling areas.
13. FLOOR OPENINGS, OPEN SIDES, HATCHWAYS, ETC.
	1. Floor openings shall be guarded by a standard railing and toeboards or covers. In general, the railing shall be provided on all exposed sides, except at entrances to stairways. Temporary floor openings shall have standard railings.
	2. Every open-sided floor or platform, 6 feet or more above adjacent floor or ground level, shall be guarded by a standard railing, or the equivalent, on all open sides except where there is entrance to a ramp, stairway, or fixed ladder.
	3. Floor holes, into which persons can accidentally walk, shall be covered with a floor hole cover or standard strength and construction or be guarded by a standard railing with toeboard on all exposed sides.
	4. Runways 4 feet or more shall have standard railings on all open sides, except runways more than 18 inches wide used exclusively for special purposes may have the railings on one side omitted where operating conditions necessitate.
14. GASES, VAPORS, FUMES, DUSTS AND MISTS
	1. Exposure to toxic gases, vapors, fumes, dusts and mists at a concentration above those specified in the “Threshold Limit Values (TLVs) of Airborne Contaminants” of the American Conference of Government Industrial Hygienists (ACGIH®), shall be avoided.
	2. Administrative or engineering controls must be implemented whenever feasible to comply with TLV’s.
	3. When engineering and administrative controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep the exposure of employees to air contaminants within the limits prescribed. Any equipment and technical measures used for this purpose must first be approved for each particular use by a competent industrial hygienist or other technically qualified person.
15. GENERAL DUTY CLAUSE
	1. Hazardous conditions or practices not covered in an OSHA standard may be covered under Section 5(a)(1) of the Occupational Safety and Health Act of 1970 which states, “Each employee shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees”.
16. GENERAL REQUIREMENTS
	1. The contractor shall initiate and maintain such programs as may be necessary to provide for frequent and regular inspections of the job site, materials and equipment.
	2. The contractor shall instruct each employee in the recognition and avoidance of unsafe conditions and in the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury.
	3. The contractor shall ensure that all employees are familiar with the requirements set forth in this standard.
17. HAND TOOLS – (OSHA PART 1926.300)
	1. Contractors shall not issue or permit the use of unsafe hand tools.
	2. Wrenches shall not be used when jaws are sprung to the point that slippage occurs. Impact tools shall be kept free of mushroomed heads. The wooden handles of tools shall be kept free of splinters or cracks and shall be kept secured tightly yp the tool.
	3. Electric power operated tools shall either be approved double insulated or be properly grounded.
	4. When power-operated tools are designed to accommodate guards, they shall be equipped with such guards when in use.
18. HEAD PROTECTION – (OSHA PART 1926.100)
	1. Head protective equipment (helmets) shall be worn in areas where there is a possible danger of head injuries from impact, flying or falling objects, or electrical shock and burns.
	2. Helmets for protection against impact and penetration of falling and flying objects shall meet the requirements of ANSI Z89.1-2009.
	3. Helmets for protection against electrical shock and burns shall meet the requirements of ANSI Z89.2-1971.
19. HEARING PROTECTION – (OSHA PART 1910.95)
	1. Feasible engineering or administrative controls shall be utilized to protect employees against sound levels in excess of those shown in Table D-1.
	2. When engineering or administrative controls fail to reduce sound levels within the limits of Table D-1, ear protective devices shall be provided and used.
	3. Exposure to impulsive or impact noise should not exceed 140 decibel (dBA) peak sound pressure level.
	4. In all cases, where the sound levels exceed the values shown in Table D-1 of the Safety and Health Standards, a continuing, effective hearing conservation program shall be administered.
	5. Table D-1, Permissible Noise Exposures.

Table D- 1 Permissible Noise Exposures

|  |  |
| --- | --- |
|  | **SOUND LEVEL dBA** |
| **DURATIONPER DAY HOURS:** | **SLOW RESPONSE** |
| 8 | 90 |
| 6 | 92 |
| 4 | 95 |
| 3 | 97 |
| 2 | 100 |
| 1-1/2 | 102 |
| 1 | 105 |
| 1/2 | 110 |
| 1/4 or less | 115 |

* 1. Plain cotton is not an acceptable protective device.
1. HEATING DEVICES, TEMPORARY
	1. Fresh air shall be supplied in sufficient quantities to maintain the health and safety of workers.
	2. Solid fuel salamanders are prohibited in buildings and on scaffolds.
	3. When heaters are used, they shall rest on suitable heat insulating material or at least 1-inch concrete, or equivalent and be located at least 10 feet from any combustible materials.
2. HOISTS, MATERIAL AND PERSONAL
	1. The contractor shall comply with the manufacturer’s specifications and limitations.
	2. Rated load capacities, recommended operating speeds and special hazard warnings or instructions shall be posted on cars and platforms.
	3. Material hoisting entrances of material hoists shall be protected by substantial full width gates or bars.
	4. Hoisting doors or gates of personnel hoists shall be not less than 6 feet 6 inches high and be protected with mechanical locks, which cannot be operated from the landing side and are accessible only to persons on the car.
	5. Solid overhead protective coverings shall be provided on the top of the hoist cage or platform.
3. HOOKS

 (See #67 – Wire Ropes, Chains, and Ropes).

1. HOUSEKEEPING
	1. Form and scrap lumber with protruding nails and other debris, shall be kept clear from all work areas.
	2. Combustible scrap and debris shall be removed at regular intervals.
	3. Containers shall be provided for collection and separation of all refuse. Covers shall be provided on containers used for flammable or harmful substances.
	4. Wastes shall be disposed of at frequent intervals.
	5. All external industrial waste bins shall be guarded by a fence no less than seven feet in height. The length of the fence as such to prevent entry by staff or patients.
2. ILLUMINATION
	1. Construction areas, ramps, runways, corridors, offices, shops and storage areas shall be lighted to not less than the minimum illumination intensities listed in Table D-2 while any work is in progress.
	2. Table D-2: Minimum Illumination Intensities in foot-candles.

Table D- 2 Minimum Illumination Intensities in Foot-Candles

|  |  |
| --- | --- |
| **Foot-Candles:** | **Area or Operation:** |
| 5 | General construction area lighting. |
| 3 | General construction areas, concrete placement, excavation and waste areas, access ways, active storage areas, loading platforms, refueling and field maintenance areas. |
| 5 | Indoors; warehouses, corridors, hallways and exit ways. |
| 5 | Tunnels, shafts and general underground work areas (Exception: minimum of 10 foot-candles is required at tunnel and shaft heading during drilling, mucking and scaling. Bureau of Mines approved cap lights shall be acceptable for use in tunnel heading). |
| 10 | General construction plant and shops (e.g., bath plants, screening plants, mechanical and electrical equipment rooms, carpenter shops, rigging lofts and active storerooms, mess halls, indoor toilets, and workrooms). |
| 30 | First aid stations, infirmaries and offices. |

1. JOINTERS
	1. Each hand-fed planer and jointer with a horizontal head shall be equipped with a cylindrical cutting head. The opening in the table shall be kept as small as possible.
	2. Each hand-fed jointer with a horizontal cutting head shall have an automatic guard which will cover the section of the head on the working side of the fence or gage.
	3. A jointer guard shall automatically adjust itself to cover the unused portion of the head and shall remain in contact with the material at all times.
	4. Each hand-fed jointer with horizontal cutting head shall have a guard, which will cover the section of the head back of the gage or fence.
2. LADDERS
	1. The use of ladders with broken or missing rungs or steps, broken or split side rails, or with other faulty or defective construction is prohibited. When ladders with such defects are discovered, they shall immediately be withdrawn from service and tagged as non-operational.
	2. Portable ladders shall be placed on a substantial base at a 4-1 pitch, have clear access at top and bottom, extend a minimum of 36 inches above the landing and be secured against movement while in use.
	3. Portable metal ladders shall not be used for electrical work or where they may contact electrical conductors.
	4. Job-made ladders shall be constructed for this intended use. Cleats shall be inset into side rails 1/2 inch, or filler blocks used. Cleats shall be uniformly spaced, 12 inches, top-to-top.
3. LASERS
	1. Only qualified and trained employees shall be assigned to install, adjust and operate laser equipment.
	2. Employees shall wear proper eye protection where there is a potential exposure to laser light greater that 0.005 watts (5 milli-watts).
	3. Beam shutters or caps shall be utilized, or the laser turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time, such as during lunch hour, overnight, or at change of shifts, the laser shall be turned off.
	4. Employees shall not be exposed to light intensities above: Direct staring – 1 micro-watt per square centimeter; incidental observing – 1 milli-watt per square centimeter; diffused reflected light – 2-1/2 watts per square centimeter. Employees shall not be exposed to microwave power densities in excess of 10 milli-watts per square centimeter.
4. LIQUIFIED PETROLEUM GAS (LPG)
	1. Each system shall have containers, valves, connectors, manifold valve assemblies and regulators of an approved type.
	2. All cylinders shall meet DOT specifications.
	3. Every container and vaporizer shall be provided with one or more approved safety relief valves or devices.
	4. Containers shall be placed on firm foundations and secured in an upright position.
	5. Portable heaters shall be equipped with an approved automatic device to shut off the flow of gas in the event of flame failure.
	6. Storage of LPG within buildings is prohibited.
	7. Storage locations shall have at least one 20-B:C rated fire extinguisher.
5. LOCKOUT / TAGOUT HAZARDOUS ENERGY – (OSHA 1910.147)
	1. All equipment shall be locked out or tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy isolating device where it is locked (or tagged) out.
	2. If more than one crew, department, etc. is involved, one authorized employee will coordinate the lockout / tagout to ensure that all control measures are applied and there is continuing of protection for the group.
6. MEDICAL SERVICES AND FIRST AID
	1. The employer shall ensure the availability of medical personnel for advice and consultation on matters of occupational health.
	2. When a medical facility is not reasonably accessible for the treatment of injured employees, a person trained to render first aid shall be available at the work site.
7. MOTOR VEHICLES AND MECHANIZED EQUIPMENT
	1. All vehicles in use shall be checked at the beginning of each shift to assure that all parts, equipment and accessories that affect safe operation are in proper operating condition and free from defects. All defects shall be corrected before the vehicle is placed in service.
	2. No contractor shall use any motor vehicle, earthmoving, or compacting equipment having an obstructed view to the rear unless:
		1. The vehicle has a reverse signal alarm distinguishable from the surrounding noise level, or
		2. The vehicles backed up only when an observer signals that it is safe to do so.
	3. Heavy machinery, equipment or parts thereof shall be substantially blocked to prevent falling or shifting before employees are permitted to work under or between them.
8. NOISE

(See #30 – Hearing Protection).

1. PERSONAL PROTECTIVE EQUIPMENT (PPE)
	1. The contractor is responsible for requiring the wearing of appropriate PPE in all operations where there is an exposure to hazardous conditions or where the need is indicated for using such equipment to reduce the hazard to the employees.
	2. Lifelines, safety belts and lanyards shall be used only for employee safeguarding.
2. POWDER-ACTUATED TOOLS
	1. Only trained employees shall be allowed to operate powder-actuated tools.
	2. All powder-actuated tools shall be tested daily using the manufacturers recommended procedure to insure all safety devices are in proper working condition. Any tool found not in proper working order shall be removed from service until repaired.
	3. Tools shall not be loaded until immediately before use.
3. POWER TRANSMISSION AND DISTRIBUTION
	1. Existing conditions shall be determined before starting work by an investigation or a test.
	2. Electric equipment and lines shall be considered energized until determined otherwise by testing or until grounding.
	3. Operating voltage of equipment and lines shall be determined before working on or near energized parts.
	4. Rubber protective equipment shall comply with the provisions of the ANSI series and shall be visually inspected before use.
4. POWER TRANSMISSION, MECHANICAL
	1. Belts, gears, pulleys, sprockets, spindles, drums, flywheels, chains or other reciprocating, rotating, or moving parts of equipment shall be guarded if such parts are exposed to contact by employees or otherwise constitute a hazard.
	2. Guarding shall meet the requirement of ANSI B15.1, “Safety Code for Mechanical Power Transmission Apparatus”.
5. RADIATION, IONIZING
	1. Pertinent Provisions of the Atomic Energy Commission’s Standards for Protection Against Radiation (10 CFR Part 20), relating to protection against occupational radiation exposure, shall apply.
	2. Persons handling radioactive materials or x-rays shall be specially trained or licensed if required.
6. RAILINGS
	1. A standard railing shall consist of top rail, intermediate rail and posts and have a vertical height of approximately 42 inches from upper surface of top rail to the floor, platform, etc.
	2. The top rail of a railing shall be smooth-surfaced, with strength to withstand at least 200 pounds. The intermediate rail shall be approximately halfway between the top rail and floor.
	3. A stair railing shall be of construction similar to a standard railing, but the vertical height shall be not more than 34 inches nor less than 30 inches from upper surface of top rail to surface of tread in line with face of riser at forward edge of tread.
	4. (See #63 – Toeboards).
7. RESPIRATORY PROTECTION
	1. In emergencies, or when feasible engineering or administrative controls are not effective in controlling toxic substances, appropriate respiratory protective equipment shall be provided by the employer and shall be used.
	2. Respiratory protective devices shall be approved by the National Institute for Occupational Safety and Health (NIOSH) or acceptable to the U.S. Department of Labor for the specific containment to which the employee is exposed.
	3. Employees required to wear respiratory protection must have a valid fit test on record.
	4. Respiratory protective devices shall be appropriate for the hazardous material involved and the extent and nature of the work performed.
	5. Employees required to use respiratory protective devices shall be instructed in their use.
	6. Respiratory protective equipment shall be inspected regularly and maintained in good condition.
8. ROLLOVER PROTECTIVE STRUCTURES (ROPS)
	1. Rollover protective structures (ROPS) applies to the following types of materials handling equipment: To all rubber-tired, self-propelled scrapes, rubber-tired front-end loaders, rubber-tired dozers, wheel-type agricultural and industrial tractors, crawler-type loaders and motor graders, with or without attachments that are used in construction work. This requirement does not apply to side-boom pipe-laying tractors.
	2. Above equipment manufactured on or after 09/01/72 shall have ROPS.
	3. Above equipment manufactured on or after 01/01/72 shall have ROPS by 04/01/73.
	4. Above equipment manufactured between 07/01/71 and 12/31/71 shall have ROPS by 07/01/73.
	5. Above equipment manufactured between 07/01/70 and 06/30/71 shall have ROPS by 1/1/74.
	6. Above equipment manufactured between 07/01/69 and 06/30/70 shall have ROPS by 7/1/74.
	7. Above equipment manufactured before 07/01/69 are not required to have ROPS as of this printing.
9. SAFETY NETS
	1. Safety nets shall be provided when workplaces are more than 25 feet above the surface where the use of ladders, scaffolds platforms, temporary floors, safety lines, or safety belts are impractical.
	2. Where nets are required, operations shall not be undertaken until the nets are in place and have been tested.
10. SAWS, BANDS
	1. All portions of band saw blades shall be enclosed or guarded, except for the working portion of the blade between the bottom of the guide rolls and the table.
	2. Band saw wheels shall be fully encased.
11. SAWS, PORTABLE CIRCULAR
	1. All portable, power-driven circular saws shall be equipped with guards above and below the base plate or shoe. The lower guard shall cover the saw to the depth of the teeth, except for the minimum arc required to allow proper retraction and contact with the work and shall automatically return to the covering position when the blade is removed from the work.
	2. (See #28 – Hand Tools).
12. SAWS, RADIAL
	1. Radial saws shall have an upper guard, which completely encloses the upper half of the saw blade. The sides of the lower exposed portion of the blade shall be guarded by a device that will automatically adjust to the thickness of and remain in contact with the material being cut.
	2. Radial saws used for rippling shall have non-kickback fingers or dogs.
	3. Radial saws shall be installed so that the cutting head will return to the starting position when released by the operator.
13. SAWS, SWING OR SLIDING CUT-OFF
	1. All swing or sliding cut-off saws shall be provided with a hood that will completely enclose the upper half of the saw.
	2. Limit stops shall be provided to prevent swing or sliding type cut-off saws from extending beyond the front or back edges of the table.
	3. Each swing or sliding cut-off saw shall be provided with an effective device to return the saw automatically to the back of the table when released at any point of its travel.
	4. Inverted sawing of sliding cut-off saws shall be provided with a hood that will cover the part of the saw that protrudes above the top of the table or material being cut.
14. SAWS, TABLE
	1. Circular table saws shall have a hood over the portion of the saw above the table, so mounted that the hood will automatically adjust itself to the thickness of and remain in contact with the material being cut.
	2. Circular table saws shall have a spreader aligned with the blade, spaced no more than 1/2 inch behind the largest blade mounted in the saw. This provision does not apply when grooving, dadoing, or rabbiting.
	3. Circular table saws used for ripping shall have non-kickback finger or dogs.
	4. Feed rolls and blades of self-feed circular saws shall be protected by a hood or guard to prevent the hands of the operator from coming in contact with the in-running rolls at any time.
15. SCAFFOLDS – (OSHA PART 1926.451)
	1. Scaffolds shall be erected on sound, rigid footing, capable of carrying the maximum intended load.
	2. Scaffolds and their components shall be capable of supporting, without failure, at least 4 times the maximum intended load.
	3. Guardrails and toeboards shall be installed on all open sides and ends of platforms more than 10 feet above the ground or floor, except needle beam scaffolds and floats. Scaffolds 4 feet to 10 feet in height, having a minimum dimension in either direction of less than 45 inches, shall have standard guardrails installed on all open sides and ends of the platform.
	4. There shall be a screen with maximum 1/2 inch openings between the toeboard and the mid-rail, where persons are required to work or pass under the scaffold.
	5. All planking shall be scaffold grade as recognized by grading rules for the species of wood used. The maximum permissible spans for 2”x10” or wider planks are shown in Table D-3.

Table D- 3 2”x10” (or greater) Planking Permissible Spans

|  |
| --- |
| Material |
|  | Full Thickness Undressed Lumber | Normal Thickness Lumber |
| Working Load (pounds per square foot (psf)) | 25 | 50 | 75 | 25 | 50 |
| Permissible span (feet) | 10 | 8 | 6 | 8 | 6 |
| The maximum permissible span for 1-1/4” x 9” or wider plank of full thickness is 4 feet, with medium loading of 50 psf |

* 1. Scaffold planking shall be overlapped a minimum of 12 inches or secured from movement.
	2. Scaffold planks shall extend over their end supports not less than 6 inches, nor more than 12 inches.
	3. All scaffolding and accessories having any defective parts shall be immediately replaced or repaired.
1. SMOKING POLICY
	1. Smoking is not permitted in any building.
	2. Smoking is permitted outside in designated smoking areas.
2. STAIRS
	1. Every flight of stairs having four or more risers shall be equipped with standard stair railings or standard handrails.
	2. On all structures 20 feet or over in height, stairways, ladders, or ramps shall be provided.
	3. Rise height and tread width shall be uniform throughout any flight of stairs.
	4. Hollow pan-type stairs shall be filled to the level of the nosing with solid material.
3. STEEL ERECTION
	1. Permanent floors shall be installed so there is not more than eight stories between the erection floor and the upper-most permanent floor, except when structural integrity is maintained by the design.
	2. During skeleton steel erection, a tightly planked temporary floor shall be maintained within two stories or 30 feet, whichever is less - that portion of each tier of beams on which any work is being performed.
	3. During skeleton steel erection, where the requirements of the preceding paragraph cannot be met and where scaffolds are not used, safety nets shall be installed and maintained whenever the potential fall distance exceeds two stories or 25 feet.
	4. A safety railing of 1/2 inch wire rope or equivalent shall be installed around the perimeter of all temporarily floored buildings, approximately 42 inches high, during structural steel assembly
	5. When placing structural members, the load line shall not be released until the member is secured by at least two bolts, or the equivalent, at each connection drawn up wrench tight.
4. STORAGE
	1. All materials stored in tiers shall be secured to prevent sliding, falling or collapse.
	2. Aisles and passageways shall be kept clean and in good repair.
	3. Storage of materials shall not obstruct exits.
	4. Materials shall be stored with due regard to their fire characteristics.
	5. Weeds and grass in outside storage areas shall be kept under control.
	6. Storage of flammable liquids inside buildings is not permitted.
	7. All tools must be locked up when not in the immediate care of your employees, and at the end of each workday.
5. TOEBOARDS – (Floor and Wall Openings and Stairways).
	1. Railings protecting floor openings, platforms, scaffolds, etc., shall be equipped with toeboards wherever, beneath the open side, persons can pass, there is moving machinery, or there is equipment with which falling material could cause a hazard.
	2. A standard toeboard shall be at least 4 inches in height and may be of any substantial material either solid or open, with openings not to exceed 1 inch in greatest dimension.
6. TOILETS
	1. Toilets shall be provided according to the following; 20 or fewer persons – one facility; 20 or more persons – one toilet seat and one urinal per 40 persons; 200 or more persons – one toilet seat and one urinal per 50 workers.
	2. This requirement does not apply to mobile crews having transportation readily available to nearby toilet facilities.
7. WASHING FACILITIES
	1. The employer shall provide adequate washing facilities for employees engaged in the application of harmful substances or in operations where harmful contaminants are used.
	2. Washing facilities shall be in close proximity to the worksite and shall be equipped to remove all harmful substances.
8. WELDING, CUTTING AND HEATING
	1. Whenever any welding, burning, heating or cutting operation is to be performed, the contractor must secure a permit from the CVAMC Fire Department. Requests for permits should be made by the contractor’s authorized supervisory representative. Upon completion of the above operation, the permit shall be returned to the CVAMC Fire Department.
	2. Contractors shall instruct employees in the safe use of welding equipment.
	3. Proper precautions (i.e., isolating welding and cutting, removing fire hazards from the vicinity, providing a fire watch, etc.) for fire prevention shall be taken in areas where welding or other “Hot Work” is being done. No welding, cutting or heating shall be done where the application of flammable paints, or the presence of other flammable paints, or the presence of other flammable compounds, or heavy dust concentrations creates a fire hazard.
	4. Welding and cutting operations shall be shielded by non-combustible or flame-proof shields.
	5. When electrode holders are to be left unattended, the electrodes shall be removed and the holders shall be placed or protected so that they cannot make electrical contact with employees or conducting objects.
	6. All arc welding and cutting cables shall be completely insulated. There shall be no repairs or splices within 10 feet of the electrode holder, except where splices are insulated equal to the cable. Defective cable shall be repaired or replaced.
	7. Fuel gas and oxygen hose shall be easily distinguishable and shall not be interchangeable. Hoses shall be inspected at the beginning of each shift and shall be repaired or replaced if defective
	8. Mechanical ventilation or airline respirators shall be provided when welding, cutting or heating:
		1. Zinc-, lead-, cadmium-, mercury-, or beryllium-bearing, based or coated materials in enclosed spaces.
		2. Stainless steel with inert equipment.
		3. In confined spaces.
		4. Where an unusual condition can cause an unsafe accumulation of contaminants.
	9. Proper eye protective equipment to prevent exposure of personnel shall be provided (See #20C – Eye and Face Protection).
	10. (See #9 – Compressed Gas Cylinders).

 This Medical Center is equipped with sophisticated Smoke Detectors directly tied into our Fire Alarm System and the on-site Fire Department. These on-site units can be activated very easily with any products of combustion and therefore can create an actual ALARM condition. Prior notification of all heat and smoke producing operations will enable us to shut down that particular FIRE ZONE until the contractors are finished with their work.

1. WIRE ROPES, CHAINS, AND ROPES
	1. Wire ropes, chains, ropes and other rigging equipment shall be inspected prior to use and as necessary to assure their safety. Defective gear shall be removed from service.
	2. Job or shop hooks and links, or makeshift fasteners, formed from bolts, rods, etc., or other such attachments are not permissible at the CVAMC.
	3. When U-bolts are used for eye splices, the U-bolt shall be applied so that the “U” section is in contact with the dead end of the rope.
2. WOODWORKING MACHINERY
	1. All fixed power-driven woodworking tools shall be provided with a disconnect switch that can be either locked or tagged in the off position.
	2. All woodworking tools and machinery shall meet applicable requirements of ANSI 01.1, “Safety Code for Woodworking Machinery”.

**ATTACHMENT #2**

**DEPARTMENT OF VETERANS AFFAIRS (VA)**

**CUTTING AND WELDING PERMIT**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bldg. #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Floor/Area: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Welder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shop/Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Job: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is Fire Watch required: \_\_\_\_\_\_\_\_\_\_\_\_ Fire Watcher: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The location has been examined. The proper precautions have been taken. Permission is granted for this work. (See precautions on reverse side)

Permit Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorizing Fire Dept. Official)

Time Work Started: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time Work Finished: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FINAL CHECK-UP**

 The work area was inspected 30 minutes after the work was completed and was found fire safe. The work area is to include all adjacent areas (including floors above and below), to which any fire or heat might spread.

 SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Supervisor of Fire Watcher)

**ATTACHMENT #3**

**ATTENTION**

**BEFORE APPROVING ANY CUTTING OR WELDING PERMIT, THE FIRE DEPARTMENT REPRESENTATIVE OR HIS APPOINTEE SHALL INSPECT THE WORK AREA AND CONFIRM THAT THE PROPER PRECAUTIONS HAVE BEEN TAKEN.**

**NECESSARY PRECAUTIONS**

|  |  |  |
| --- | --- | --- |
|  | **YES** | **NO** |
| 1. Cutting and welding equipment is in good condition. |  |  |
| 2. Sprinklers are in service. |  |  |
| 3. Floor swept clean within 35 ft of combustibles. |  |  |
| 4. Combustible floors wet down or shielded within 35 ft. |  |  |
| 5. All combustible or flammable liquids removed from the area. |  |  |
| 6. All wall and floor openings are covered and protected from open flame. |  |  |
| 7. Enclosed equipment cleaned of all combustibles. |  |  |
| 8. Enclosed containers purged of flammable vapors. |  |  |
| 9. Proper fire extinguisher provided in the work area. |  |  |
| 10. Personnel instructed in proper operation of fire alarm. |  |  |
| 11. Was a fire watch provided? |  |  |
| 12. Proper utilities secured such as LPG, oxygen, natural gas, etc.? |  |  |
| 13. Proper fire alarm equipment secured? |  |  |
| 14. Final checkup completed 30 minutes after work was completed? |  |  |
|  |  |  |
| **I HAVE BEEN INFORMED AND UNDERSTAND THE PROVISIONS OF THIS PERMIT. I UNDERSTAND THIS PERMIT CAN BE REVOKED AT ANY TIME IF I, OR MY EMPLOYEES, FAIL TO FOLLOW THE PRECAUTIONS OUTLINED ABOVE.** |

 SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Supervisor of Fire Watcher)