

SECTION 00010 NOTES

The following apply to this contract:

1. Task orders in the following location(s) are applicable to this contract: *(to be completed by the contracting officer at time of award)*
Applicable Maximum order dollar values *(to be completed by the contracting officer at time of award)* Contractor is eligible to compete for the following type contracts. *(To be completed by the contracting officer at time of award)*
2. A task order in the amount of \$2,000.00 will be issued upon award of this contract. This is the minimum guarantee for the contract. Under this task order, the contractor will submit master plans for safety, quality assurance, and infection control for all facilities awarded in the area of consideration for the particular contract.
3. Sections 00100, 00110, and 00120, will be physically removed and not placed in contract award, but will be deemed to be incorporated by reference in that award.
4. Contractor's attention is invited to Section 00800, Special Contract Requirements. Important information on the Task Order process is contained therein. Offerors are encouraged to read this section in its entirety to reach a better understanding of the MATOC Task Order Process. The minimum guaranteed task order amount for the entire contract period is \$2,000.00 per MATOC contract awarded. See note No. 2 in Section 00800.
5. The term "Contracting Officer" is applicable to this Solicitation and resulting contract(s). The terms "Contracting Officer" and "Ordering Officer" may be used interchangeably when referring to individual Task Orders.
6. CONTRACT PRICES – BIDDING SCHEDULES. The term Bidding Schedule shall also be construed to mean Offer Schedule or Schedule. The terms "bid" and "offer" shall be construed as having the same meaning in this solicitation and resulting contract(s) and any future task orders.
7. Contractor is required to submit one (1) original, five (5) copies and one (1) disk in response to this solicitation. After award contractors shall enlist in the vendor portal of eCMS (directions to be provided by CO after contract award.) All task order RFPs and offer submission will be submitted through vendor portal. Everything will be electronic. No facsimile will be accepted.
8. Reference Contract Clause 52.228-15, PERFORMANCE AND PAYMENT BONDS. Applicability will be defined in individual MATOC orders.
9. The Government intends to award Multiple Contracts pursuant to this solicitation. Federally warranted Contracting Officers at any VAMC Contracting Office throughout Network Contracting Activity 1 are authorized to issue orders against this MATOC.
10. DO NOT insert prices in the Line Items provided immediately after the SF 1442. The Generic Line Items provided in this section during the solicitation will include areas of consideration selected and accepted by the Government at time of award. Instructions for the preparation of proposals are located in Sections 00100, 00110 and 00120.

End of Section 00010

AREAS OF CONSIDERATION

NOTE: OFFERORS MUST COMPLETE AREAS OF CONSIDERATION BELOW AND RETURN WITH PROPOSAL.

LOCATION OF WORK – Offerors shall identify all location(s) they desire to be considered for award of individual MATOC projects. Contractors will be provided a fair opportunity to compete for task orders at those locations within the dollar range indicated below if they award awarded a contract.

LOCATIONS	INTERESTED IN CONSIDERATION
VA Medical Center Providence 830 Chalkstone Avenue Providence, RI 02908	() Interested in Consideration for this location
VA CT Healthcare System – includes the following locations: West Haven Campus 950 Campbell Avenue West Haven, CT 06516 Newington Campus 555 Willard Street Newington, CT 06111	() Interested in Consideration for this location
VA Medical Center White River Junction 215 North Main Street White River Junction, VT 05011	() Interested in Consideration for this location
VA Medical Center Manchester 718 Smyth Road Manchester, NH 03104	() Interested in Consideration for this location
VA Medical Center Togus 1 VA Center Augusta, ME 04330	() Interested in Consideration for this location
VA Medical Center Bedford 200 Springs Road Bedford, MA 01730	() Interested in Consideration for this location
VA Central Western Massachusetts 421 North Main Street Leeds, MA 01053	() Interested in Consideration for this location
VA Boston Healthcare System – includes the following locations: Brockton Campus 940 Belmont Street Brockton, MA 02301 Jamaica Plain Campus 150 South Huntington Avenue Jamaica Plain, MA 02130 West Roxbury Campus 1400 VFW Parkway West Roxbury, MA 02132	() Interested in Consideration for this location

DOLLAR VALUE OF PROJECTS

The contractor must identify the dollar range of projects they are interested in receiving consideration for under the MATOC contract, by checking the appropriate ranges listed below. (Caution to Offerors: Each offeror shall have sufficient bonding capacity for the ranges selected.)

CAT I <input type="checkbox"/> \$2,000 - \$1,000,000	CAT II <input type="checkbox"/> \$1,000,001 - \$5,000,000	CAT III <input type="checkbox"/> \$5,000,001 - \$10,000,000
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TYPE OF PROJECTS

An offeror who has capability as a multidiscipline (General Type) Contractor and (Self Performance Capability) Contractor may be eligible for award. For General Construction, at least 15% of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns or veteran-owned small business concerns in accordance with P.L. 109-461. Work in Specialty areas must be performed 25% by the awardees workforce.

SECTION 00800 SPECIAL MATOC CONTRACT REQUIREMENTS

SC1. PURPOSE AND SCOPE

- 1.1. The purpose of this Multiple-Award Task Order Contract (MATOC) is to provide construction services for a broad range of renovation and construction projects, primarily in support of the Veterans Affairs Medical Center (VAMC) and Facilities in the State of Rhode Island, Massachusetts, Maine, New Hampshire, Connecticut and Vermont. Orders will primarily include Construction, Repair and Maintenance projects that may or may not involve a variety of trades. Work performed under these contracts will include but are not limited to the following general project categories: Construction, repair, and alteration of various facilities; interior and exterior renovations, heating and air-conditioning, HVAC controls, plumbing, fire suppression, interior and exterior electrical and lighting, fire and intrusion alarms, communications, limited utilities, site-work, landscaping, fencing, masonry, roofing, concrete, asphalt paving, painting, storm drainage, limited environmental remediation, construction of new facilities, demolition of facilities, and other related work.
- 1.2. As requirements develop, Requests for quotations/Proposals (RFQ/RFP) for Task Orders will be issued on a competitive or single source basis, at the Government's discretion. Task Orders will vary in size from \$2,000 to \$10Million and will be awarded and issued by the individual task orders awarded and administered by duly appointed federal contracting officers.
- 1.3. Upon award of the basic contract the contractor will be issued an initial task order for \$2,000.00. Upon receipt of this order contractors shall submit their Master Safety, Quality and Infection Control Plans to the Contracting Officer within 30 days. (See Section 00800 and 01000 for plan requirements.) Plans submitted with an offeror's proposal are not considered as meeting this requirement. Upon notification that the submitted plans are deemed acceptable the contractor shall invoice for the initial order. In the event a contractor fails to submit the required plan(s) within 60 days of the order the Government reserves the right to terminate the MATOC Contract at no cost to the Government.
- 1.4. The Government reserves the right to issue additional solicitations and award additional contracts within the activities covered by this contract. In this event, new MATOC contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation.

SC2. PERIOD OF SERVICE

- 2.1. Five (5) Year Period:
 - 2.1.1. Each contract will include a base period; not-to exceed (NTE) five years.
 - 2.1.2. Maximum value of all projects awarded under the MATOCs will be limited to \$100Million in Task Orders for the five (5) year period.

SC3. TASK ORDER LIMITATIONS (Reference FAR 52.216-19)

- 3.1. Minimum Order. When the Government requires services covered by this contract in an amount less than \$2000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract. The minimum guaranteed task order amount for the entire contract period is \$2,000.00 per IDIQ contract awarded and will be issued at time of the basic contract award, upon receipt and acceptance of the contractors required Master Safety, Quality and Infection Control Plans.
- 3.2. Maximum Order. The maximum Task Order limitation is \$10 Million excluding subsequent in-scope modifications. The Government may combine several projects, as indicated by separate Statements of Work and individual line items, in one Task Order, as required. The Contractor is not obligated to honor:
 - 3.2.1 Any order for a single Task Order less than \$2,000;
 - 3.2.2 Any order for a single Task Order in excess of the limit authorized (\$10Million);

- 3.2.3 A series of orders from the same ordering office totaling more than \$100 million.
- 3.3. The Government at its option may in a rare case include projects exceeding \$10 Million. However, contractors will not be obligated to compete nor required to accept such task orders under the general terms of the contract.
- 3.4. This is not a requirements contract.

SC4. ORDERING PROCEDURES FOR COMPETITIVE TASK ORDERS

- 4.1. Requests for Quotation/Proposals (RFQ) (RFP)
 - 4.1.1. When the Government requires work under the MATOC, an RFQ or RFP will be issued, as appropriate, normally in the form of a letter “NOTICE OF PROPOSED PROJECT”. Projects will be of varying size and complexity. The request will include information such as a statement of work, guide specifications, drawings, attachments, information pertaining to a site visit and any other requirements for submission (e.g. proposal requirements, price schedule, etc.). Projects may include, but are not limited to, complete plans and specifications for all elements of work or limited specifications. When complete plans and specifications are not provided the Master Specifications will apply for elements of work not addressed by a project specific specification.
 - 4.1.2. The basis of award in accordance with FAR 16.505(b)(a) will be a conforming offer, the price or cost of which may or may not be the lowest. Past performance on work completed under these contracts, or work completed for the Veterans Affairs under any contract may be considered. In rare instances technical factors may be considered. The basis for award of each task order will be stated in the RFQ/RFP. HUBZone preference does not apply.
 - 4.1.2.1. When necessary option line items will be included in the Task Order RFQ/RFP. The task order proposal/quote process is not an Invitation for Bid (IFB). Therefore, additive bid items (ABI) are not applicable to this process. However, work defined in the options of the task order RFP/RFQ is normally similar to ABIs common in the IFB process.
- 4.2. Response to “NOTICE OF PROPOSED PROJECT”
 - 4.2.1. Upon receipt of the notification from the Contracting Officer, the MATOC contractors should respond by attending the project on-site conference. The project on-site conference is normally scheduled within two days from issuance of the “NOTICE OF PROPOSED PROJECT”, or 2 hours under emergency conditions.
 - 4.2.2. Notification will normally be by vendor portal at <http://www.vendorportal.ecms.va.gov>. MATOC contractors shall keep an up-to-date SAM Registration in order to keep their vendor portal access current.
- 4.3. Task Order Competition
 - 4.3.1. A wide variety of projects, determined by the contracting officer to be within the scope of this contract, will be offered to MATOC contractors for the purpose of providing a price, lowest price technically acceptable, or trade off proposal. Individual Task Order awards on those projects will be based on competitive proposals received exclusively from MATOC contractors.
 - 4.3.2. All eligible MATOC contractors, within their awarded Areas of Consideration, will be provided a fair opportunity to compete for each project offered under this contract unless the following (FAR 16.505(b)(2)) exceptions apply. Note, to be considered eligible, SDVOSB and VOSB MATOC Contractors shall have an active vetbiz verification issued by the Center for Veterans Enterprises (CVE):
 - 4.3.2.1. The agency’s need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;

- 4.3.2.2. Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
- 4.3.2.3. The task order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or
- 4.3.3. The Contracting Officer may consider such factors that the Contracting Officer, in the exercise of sound business judgment, believes are relevant to the placement of orders.
- 4.3.4. Timely performance by an MATOC contractor is very important. **Failure to prosecute the work diligently, on a currently awarded task order, will be considered as past performance and used as part of the responsibility determination required for each task order in accordance with FAR 16.505(b)(v)(A)(1).**

4.4. Response to "NOTICE OF PROPOSED PROJECT"

- 4.4.1. MATOC contractors are expected to submit an offer on all projects offered. In the event a contractor is unable to submit an offer in response to a "NOTICE OF PROPOSED PROJECT", hereafter referred to as RFQ/RFP, the Contractor shall notify the Contracting Officer electronically via vendor portal or e-mail.
- 4.4.2. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-through or other pre-Task Order costs.

4.5. Site Visits

Offeror's attendance at walk-through (site visits) is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government, therefore it is highly recommended that all potential offerors attend all site visits for task order solicitations. Site visit information will be stated in the RFQ/RFP. Failure to attend walk-through may not be used as an excuse for omission or miscalculation in offers.

4.6. Proposal Contents.

- 4.6.1. The basis of award of each task order will be stated in the RFQ/RFP. Depending upon the requirements of each Task Order, the Contractor will typically provide a price proposal in response to an RFQ/RFP. Contractors shall respond within the number of calendar days stated in the RFQ/RFP by submitting a proposal to the Contracting Officer in accordance with requirements stated in the RFQ/RFP.
- 4.6.2. Proposal Pricing Schedules. The Government's payment for the items listed in the Pricing Schedules of individual Task Orders will constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, services, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. The contractor shall include in the prices for the items listed in the Pricing Schedule all costs for work in the specifications, whether or not specifically listed in the Pricing Schedule.
- 4.6.3. Deviations and Alternate Proposals. Offerors shall specifically identify all deviations from the minimum RFQ/RFP requirements in a cover letter in a section entitled "Alternate Proposal" or "Deviations." This requirement applies for all proposal revisions and Final Proposal Revisions. Proposed alternates/deviations shall specifically address in detail the alternate and rationale for proposing. Alternate solutions and deviations shall include separate pricing information. **If an alternate/deviation is proposed, the work as specified in the solicitation must also be priced.**
- 4.6.4. The non-cost factors and price factors will vary depending on the unique requirements for each Task Order. In addition to price the RFP/RFQ may indicate in the offering other factors (Past Performance and/or Technical considerations) that will be considered in the evaluation offer.

4.6.5. Past Performance, within a five (5) year period, on previously awarded Task Orders under the MATOC or work on any awards completed for the Veteran Affairs may be considered. Past performance will be evaluated in terms of quality, timeliness, management effectiveness or other factors that the Contracting Officer determines to be relevant to award on a particular Task Order. In rare instances technical factors may be considered.

4.7. Task Order Evaluation Method and Placement Procedures

4.7.1. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each RFQ/RFP will describe the criteria to be utilized in evaluating Task Order proposals in accordance with FAR 16.505(b).

4.7.2. Placement procedures for all task orders include consideration of the following:

4.7.2.1 Contractor Responsibility;

4.7.2.2 Past performance on earlier orders under the contract, including quality, timeliness and cost control;

4.7.2.3 Potential impact on ongoing performance of other orders placement with the contractor;

4.7.2.4 Minimum order requirements.

4.7.3. Discrepancies in the Evaluation of Offers Submitted in Response to RFQ/RFPs for Individual Task Orders

4.7.3.1. For the purpose of initial evaluations of offers proposed for individual Task Orders, the following will be utilized in resolving arithmetic discrepancies found on the face of pricing schedule as submitted by the Offeror: (1) Obviously misplaced decimal points will be corrected; (2) Discrepancy between unit price and extended price, the unit price will govern; (3) Apparent errors in extension of unit prices will be corrected; (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

4.7.3.1.1. For purposes of price evaluation, the Government will proceed on the assumption that the Offeror intends the proposed price to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above.

4.7.3.1.2. These correction procedures shall not be used to resolve any ambiguity concerning which price is low.

4.7.4. Evaluation of Option Reference (FAR 52.217-5). When option line items are included in the Task Order RFQ/RFP, the Government will evaluate offers for the purpose of awarding Task Orders by adding the total price for all options to the total price for the basic requirement, unless specifically stated otherwise in the Task Order Offering. Evaluation of options will not obligate the Government to exercise the option(s).

4.8. Award Decision

4.8.1. Whenever possible, award will be made without discussions.

4.8.2. If discussions are required, each MATOC contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range.

4.8.3. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

4.8.4. Task Order award will be made based on the best value to the Government in accordance with the criteria described in the RFQ/RFP. When price is the only factor considered, award will be based on the lowest reasonable price received. Proposals unreasonably high or low in price, when compared to the Government estimate, and market conditions evidenced by other competitive proposals received, may be

indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion.

- 4.8.5. The award will be a firm fixed-priced Task Order with a specific completion date or performance period. When Options are included in the Schedule, and the option(s) is not exercised at time of award, the Task Order will specify the number of days after notice to proceed for exercising the Options. Consideration in order completion will be made when specifying these days. Options when exercised shall not extend the original performance period of the Task Order.

4.9. Task Order Issuance

- 4.9.1. Orders will normally be placed through the vendor portal however in an emergency, orders may be placed via mail, telephone, facsimile or electronic means. Orders may be issued orally, by mail, by facsimile, or by electronic methods. The appropriate issuing, administration, and payment offices will be cited on each Task Order.
- 4.9.2. Plans and Specifications. The Contractor will be provided an electronic copy of the Statement of Work (with pertinent supplemental specifications and construction drawings as applicable) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as electronic media, such as vendor portal web postings, e-mail or CD ROM, at its option.
- 4.9.3. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds.

SC5. ORDERING PROCEDURES FOR SOLE SOURCE ORDERS

- 5.1. In the event it becomes necessary to negotiate with one firm on a sole-source basis the following procedures will be used:
 - 5.1.1. Circumstances Permitting Sole Source Orders. All MATOC Contractors will be given a fair opportunity to submit a proposal on projects unless the Contracting Officer determines:
 - 5.1.1.1 An urgent need exists and seeking competition would result in unacceptable delay; or
 - 5.1.1.2 Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized; or
 - 5.1.1.3 A sole source is in the interest of economy and efficiency as a logical follow-on to an order already competed.
 - 5.1.2. Requirement for Cost and Pricing Data (10 U.S.C. 2306a and 41 U.S.C 254b) (Sole Source Task Orders)
 - 5.1.2.1. Unless an exception applies, or a waiver has been granted, cost or pricing data is required at the threshold contained in FAR 15.403-4 (currently \$700K). When required the contractor shall submit to the contracting officer the following in support of any proposal:
 - 5.1.2.1.1. Cost or pricing data in the format designated by the Contracting Officer.
 - 5.1.2.1.2. Require any subcontractor or prospective subcontractor to submit to the prime contractor or appropriate subcontractor tier cost or pricing data in the format designated by the Contracting Officer.
 - 5.1.2.1.3. A certificate of current cost or pricing data, in the format specified in FAR 15.406-2 certifying that to the best of its knowledge and belief, the cost or pricing data were accurate, complete, and current as of the date of agreement on price or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

SC6. ORDERING (REFERENCE FAR 52.216-18)

- 6.1. Any services to be furnished under this contract will be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Any Federal Contracting Officer, at the locations specified in the solicitation, or as approved in writing by the issuing office Contracting Officer, is authorized to issue orders under the MATOC contracts within the individual's warrant levels.
- 6.2. Orders may be issued from date of contract award until the last day of the contract period. The total term of the contract may not exceed five years. The Government reserves the right to unilaterally modify the contract to incorporate any future statutory changes.
- 6.3. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract will govern. The Government reserves the right to incorporate additional clauses, as appropriate, into individual Task Orders solicitations and awards.
- 6.4. Protests. In accordance with FAR 16.505(a) (9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract except for (A) A protest on the grounds that the order increases the scope, period, or maximum value of the contract.; or (B) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the General Accountability Office, in accordance with the procedures at 33.104(ii). (10 U.S.C. 2304a(d) and 2304c(d), and 41 U.S.C. 253h(d) and 253j(d)).
- 6.5. Ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the Ombudsman. The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor was afforded a fair opportunity to be considered for the Task Order.

SC7. OPTION FOR INCREASED QUANTITY ON TASK ORDERS

- 7.1. The Government may elect to make certain tasks option items, as described in RFP/RFQ. In this case, the Government may increase the quantity of work awarded on individual Task Orders by unilaterally exercising Option Item(s) within the period specified in the Task Order.
- 7.2. In the event the option is not exercised within the time period specified in the task order award the parties may agree (Bilateral Agreement) to the option(s) provided that the exercising of said option(s) will not increase the contract performance period.
- 7.3. Any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the VA Vendor Portal, mail, provided by facsimile, or electronic mail.

SC8. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS.

Any proposed key personnel, minimum qualifications for incoming or replacement key personnel, and subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified in the proposal and/or agreed to during discussions, if held. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions.

SC9. GENERAL WAGE DECISIONS

Applicable Davis-Bacon wage rates will be identified for all Task Orders issued under this contract current as of the time of award of the task order. Wage Determinations may be found at: <http://www.wdol.gov/>

SC10. EVALUATION OF CONTRACTOR PERFORMANCE

- 10.1. In accordance with FAR 36.201(a) (1) (i), the Contractor's performance will be evaluated upon completion of each Task Order. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.
- 10.2. Contractors will be sent an email notice to review and comment, if appropriate, on the performance evaluations. A contractor point of contact (POC), to receive notification of performance evaluations, shall be identified at time of award of the basic contract. The POC must maintain a current email address on file with the Contracting Officer. In lieu of a contract POC, contractors may provide task order specific individuals to receive this information. Contracting Officers will be notified at the task order pre-construction meeting of any changes.

SC11. ORDER OF PRECEDENCE (REFERENCE FAR 52.236-21)

- 11.1. MATOC Basic Contract. Any inconsistency in this solicitation or contract will be resolved by giving precedence in the following order:
 - 11.1.1 Representations and other instructions,
 - 11.1.2 Contract clauses,
 - 11.1.3 Other documents, exhibits, and attachments,
 - 11.1.4 The specifications
 - 11.1.5 The drawings
- 11.2. The MATOC basic contract includes the standard contract clauses, and the individual Task Orders include added specifics and schedules current at the time of Task Order award. The Task Order award consists of:
 - 11.2.1 The solicitation in its entirety, including all drawings, cuts, and illustrations and any amendments, and
 - 11.2.2 The successful offeror's accepted proposal. The Task Order constitutes and defines the negotiated agreement between the Contractor and the Government. No documentation will be omitted which in any way bears upon the terms of that agreement.
- 11.3. In the event of conflict or inconsistency between any of the provisions of a Task Order, including the Request for Proposal, Contractor's proposal, or Task Order deliverable, precedence will be given in the following order:
 - 11.3.1 Betterments: Any portions of the accepted proposal, or any subsequent design or other submittal, which both conform to and exceed the provisions of the Request for Proposal. "Betterment" is defined as any product, component, or system, which exceeds the minimum requirements stated in the Request for Proposal.
 - 11.3.2 The provisions of the solicitation: (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION) (See FAR 52.236-21)
 - 11.3.3 Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the Task Order and must conform to or exceed all provisions of the Task Order, in order of precedence herein.

SC12. VALUE ENGINEERING CHANGE PROPOSALS

All value engineering change proposals (VECP's) shall be submitted in accordance with the requirements of FAR 52.248-3, Value Engineering – Construction. All VECP's shall be submitted in three (3) copies.

SC13. LIQUIDATED DAMAGES (REFERENCE FAR 52.211-12)

- 13.1. If the Contractor fails to complete the work within the time specified in a Task Order, or any extension, the Contractor shall pay to the Government as liquidated damages for each day of delay the amount shown in the Task Order for each calendar day until the work is completed.
- 13.2. If the Government terminates the Contractor's right to proceed, liquidated damages accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the termination clause.
- 13.3. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.
- 13.4. For any number of Task Orders accomplished at one site for which delay costs are applicable at the same time, the total daily liquidated damages will be limited to the damages for one Task Order for each calendar day of delay except when separate additional damages are specified in an individual Task Order. These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted in the Task Order. For any number of Task Orders at separate sites for which delay costs are applicable at the same time, the total daily basic liquidated damages shall be applied concurrent and cumulative. This will be calculated with each and any other delinquent Task Order for each calendar day of delay. If separate liquidated damages are specified in the Task Order, this amount will be separate from other task orders.
- 13.5. Exception to Liquidated Damage: In cases in which the Contracting Officer determines that completion of work is not feasible during the completion period(s) stated in the Task Order, such work will be exempted from liquidated damages.

SC14. WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

SC15. BID BONDS

Unless otherwise stated in the Notice of Proposed Task Order Request for Proposal, Bid Bonds are not required.

SC16. PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS FOR CONSTRUCTION CONTRACTS

- 16.1. Performance and payment bonds shall be required, and the penal sum established, by each Task Order.
- 16.2. Payment Bond: (a) If an individual Task Order is priced at \$35,000 or greater, penal sum shall be one-hundred percent (100%) of order price.
- 16.3. Performance Bond: The penal sum of each Performance Bond shall equal one hundred percent (100%) of the price of each Task Order exceeding \$150,000 placed hereunder.
- 16.4. Bonds and other payment protections shall be provided within 10 calendar days of award of a Task Order. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover the work being performed.

SC17. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (REFERENCE FAR 52.228-5)

17.1. Reference Contract Clause titled, "Insurance -Work on a Government Installation (FAR 52.228-5). Kinds and minimum amounts are as follows:

<u>KIND</u>	<u>AMOUNTS (FAR 28.307-2)</u>
Workmen's Compensation	\$100,000
Comprehensive General Liability	\$500,000 per occurrence for bodily injury Comprehensive
Automobile Liability	\$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 for property damage
(If applicable) and Passenger Liability	\$200,000 per person and \$500,000 per occurrence Aircraft Public for bodily injury, other than passenger liability and \$200,000 per occurrence for property damage; coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

17.2. Except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

17.3. The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

17.4. NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification (s) shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of proofs of required insurance, and shall make copies available to the Contracting Officer upon request. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

SC18. PERFORMANCE OF WORK BY THE CONTRACTOR (Public Law 109-461)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15% (General Construction) and 25% (Specialty Trade) of the total amount of work to be performed under the task order, or as specified in the task order proposal offering. Management of the project is not included in the mandated percentages.

SC19. PHYSICAL DATA (REFERENCE FAR 52.236-4)

19.1. Data and information furnished within a Task Order or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. Physical Conditions: The indications of physical conditions on the drawings and in the specifications within a Task Order are the result of site investigations by test holes shown on the drawings.

19.2. Weather Conditions: Each offeror shall be satisfied before submitting his offer as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

- 19.3. Transportation Facilities: Each offeror, before submitting his offer, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.
- 19.4. Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government, except that the Contractor shall provide right-of-way for ingress and egress across private property where necessary to gain access to the job site. The contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the contractor require additional working space or lands for material yards, job offices, or other purposes, they shall obtain such additional lands or easements at their expense.

SC20. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

- 20.1. Unless specified otherwise in a task order, this paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
- 20.1.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- 20.1.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- 20.1.3. Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all weather dependent activities.
- 20.1.4. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout performance, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.
- 20.2. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in accordance with the criteria previously described above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

SC21. EPA ENERGY STAR

The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self-certification by the offeror that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC22. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with federal organizations are subject to communications security review. Contractor employees shall be aware telephone communications networks are continually subject review and monitoring of telephone calls originating from, or terminating at, federal organizations. Therefore, the contractor is advised that any time they place/receive a call they are subject to communications security procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees. The contractor shall be aware of and abide by all Government regulations concerning the authorized use of the Government's computer network; including the restriction against using the network to recruit Government personnel or advertise job openings.

SC23. SECURITY REQUIREMENTS

- 23.1. The contractor shall comply with all security regulations imposed by the Installation Director, VA Police and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.
- 23.2. It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" will be enacted during the life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.
- 23.3. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.
- 23.4. In accordance with VA Handbook 6500.6 Appendix , the C&A requirements do not apply and a Security Accreditation Package is not required.
- 23.5. The following Personal Identification Verification (PIV) of Contractors is applicable to this contract for prime contractor employees as well as all subcontractor employees:
 - 23.5.1 Unsupervised, full-time, logical and/or physical access for more than six months OR more than 180 aggregate days in a one year period – PIV Card. ID Requirements for a PIV: Two IDs compliant with PIV Guidelines. Background Investigation (BI) Requirements: Favorable Special Agreement Check (SAC) adjudication and an initiated National Agency Check with Written Inquiries (NACI).
 - 23.5.2 Unsupervised, logical and/or physical access for less than six months OR less than 180 aggregate days in a one year period – Non-PIV Card. ID Requirements for Non-PIV card: Two IDs complaint with PIV Guidelines. BI Requirement: Favorable SAC adjudication.
 - 23.5.3 Common physical access ONLY for less than six months OR less than 180 aggregate days in a one year period – Flash Badge. ID Requirements for a Flash Badge: Two IDs complaint with PIV Guidelines. BI Requirements: None.
- 23.6 The Contracting Officer has determined that all three of the above requirements will be required for this contract at different intervals depending on Task Order Awards.
- 23.7 Background Investigations and Special Agreement Checks (Tailored) – All contractor employees are subject to the same level of investigation as VA employees who have unsupervised access, full-time, logical and/or physical access to Federal Facilities. The level of background investigation commensurate with the level of access needed to perform the statement of work is a NACI for PIV Card requirements and a SAC for non-PIV Card requirements. Flash badges do not require a BI. These requirements also apply to all subcontractor personnel working under the contract.
- 23.8 The contractor shall bear the expense of obtaining the BIs. If the investigation is conducted by the Office of Personnel Management (OPM) through the VA, the contractor shall reimburse the VA within 30 days.

SC24. AVAILABILITY OF FUNDS (REFERENCE FAR 52.232-18)

The Government may request proposals for Task Orders for which funding is not currently available for the award. If funds fail to become available for the award of the project, the event shall not constitute a basis for equitable adjustment under this contract. If funds for a project become available after the expiration of the proposal acceptance period, the Government may request an extension of the contractor's proposal acceptance period without further competition for the project or re-solicit the project. If the proposal acceptance period is not extended by the contractor the project may be re-solicited.

SC25. ADMINISTRATIVE MATTERS

- 25.1. The contracting offices of the Dept of Veterans Affairs, Network Contract Organization 1 for all VISN 1 Contracts are the offices having administrative jurisdiction over this contract for all matters.
- 25.2. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), consultant, and point of contact at the project site will be provided at the pre-construction conference for task orders.
- 25.3. Only the Contracting Officers executing these contracts and the Successor Contracting Officers has the authority to modify the term and conditions of the Basiccontracts.
- 25.4. All correspondence shall be addressed to the task order Contracting Officer, a copy of all correspondence shall be furnished to the contracting officer representative. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, task order number, and shall have only one subject.
- 25.5. The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the task order(s); however, all matters concerning this contract or resulting task orders, or any additional work ordered placed against a resulting task order must first be approved by the Contracting Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract or resulting task orders.
- 25.6. PAPERLESS CONTRACTING: The Department of Veterans Affairs is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that, to the maximum extent possible, Proposed Task Order Requests for Proposals, to include specifications and drawings may be issued using electronic methods, i.e., VA Vendor Portal, the internet, email, etc. In addition, task order distribution and correspondence will also be issued electronically using VA Vendor Portal, email, internet or other electronic methods. Contractors shall have and maintain capability to receive documents in this manner.
- 25.7. It is anticipated that within the life of this contract other electronic processes will be enacted. These include, but are not limited to, electronic offers, and electronic invoicing. When implemented by the Contracting Officer, contractors shall participate fully in any of these new requirements at no additional cost to the Government. Failure to accommodate new processes may be cause for termination or non-consideration for future work.

SC26. INVOICES, INVOICING AND PAYMENT

- 26.1. Properly prepared invoices, on designated invoices forms provided at the pre-construction meeting or AIAG702 or similar, bearing the task order award number and the obligation number for each task order award, will be submitted to the Contracting Office designated in the task order award. Submission of a pencil requisition is encouraged as this will allow for review prior to submitting a formal invoice.
- 26.2. During the performance period of this contract it is anticipated that electronic invoicing may be required. As such time as this is implemented the following will apply: Payment will be made by paying office specified in the task order in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5, and Prompt Payment for Construction Contracts, FAR 52.232-27.

- 26.3. All payments shall be made by electronic transfer of funds (EFT).
- 26.4. The Government will make payment through OB10 upon satisfactory completion of work AND receipt of a proper certification for payment.
- 26.4.1. Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS have been timely received.
- 26.5. All requests for payments must include a Subcontractor Payment Register pursuant to FAR 52.232-5 and a contractor's certification that reads as follows:

I hereby certify, to the best of my knowledge and belief that –

The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract; Payments to subcontractors and suppliers have been made for previous payments received under this task order, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code; and this request for progress payments does not include any amounts, which the prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract.

- 26.6. Final invoice shall not be submitted until Government acceptance of the completed project has been made in writing. Final invoice shall be submitted along with a Release of Claims.
- 26.7. Content of Invoice. Requests for payment in accordance with terms of the contract shall consist of (1) The Contractor's invoice showing, in summary form, the basis for arriving at the amount of the invoice; (2) The contract performance statement which shall show, in detail, the estimated cost, percentage of completion, and value of completed performance; and (3) Updated progress and equipment delivery schedules.
- 26.8. Payments to the Contractor. Payments shall be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor. Basis for the Contracting Officer's consideration to allow progress payment for material delivered on the site (but not installed) and for completed preparatory work, as authorized under FAR 52.232- 5 shall be (1) major high cost items and (2) long lead special order items. In the request for progress payment, such items shall be specifically identified in the Contractor's estimates of work submitted for the Contracting Officer's approval. At the time of invoicing, the amount billed shall be supported by documents establishing its value. Progress payment for material delivered on site but not installed, and for completed preparatory as authorized under FAR 52.232-5 shall be specifically identified in the schedule of prices. Only approved items shall be eligible for progress payment.
- 26.9. Obligation of Government Payments. The obligation on the Government to make payments required under the provisions of this contract will, at the discretion of the Contracting Officer, be subject to the following: (1) Reasonable deductions due to defects in material or workmanship; (2) Claims which the Government may have against the Contractor under or in connection with the contract; (3) Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor; and (4) Receipt of payroll data (to include prime and subcontractors) covering the period of performance of the invoiced amounts.
- 26.10. Payment of Bonds: A paid invoice is required before payment of bonds can be made. Contractor will list Bonds as a separate item on progress report and/or Schedule of Values.
- 26.11. Electronic Invoicing. The Government reserves the right to modify, at no cost to the Government, any of the procedures outlined in this special contract requirement to accommodate electronic invoicing procedures.

SC27. REGULATIONS

- 27.1. The contractor shall comply with all applicable Federal, State, Local and Department of Veterans Affairs regulations pertaining to safety, environment protections, traffic control and fire prevention.
- 27.2. The contractor may use the Engineering library, which contains most applicable Department of Veterans Affairs publications as well as some commercial project data information, or the Department of Veterans Affairs Acquisition Policy website, <http://www1.va.gov/oamm/oa/ars/policyreg/index.cfm>, which has links for several other sites with available publications, forms and project data information. These may also be acquired from the Government Printing Office website, <http://www.gpoaccess.gov/index.html>
- 27.3. **FACILITY REGULATIONS:** The Contractor, his employees, and subcontractors shall become familiar with and obey the regulations of the facilities, including fire, environmental, traffic, safety and security regulations while on the facility grounds. Those driving motor vehicles shall observe and obey all speed limits posted throughout the grounds. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.
- 27.4. Contractor's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

SC28. TRANSPORTATION, HANDLING AND STORAGE

- 28.1. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government warehouse facilities are not the shipping point and are not available for Contractor's use. The Government will not provide storage other than that available at the project site.
- 28.2. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft.
- 28.3. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

SC29. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

- 29.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his/her designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off the VA grounds and/or CBOC locations. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area or inside the facilities via local foot traffic.
- 29.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

SC30. SHOP DRAWINGS AND SUBMITTALS

The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each Task Order in accordance with requirements contained therein.

SC31. MISCELLANEOUS CONTRACTOR REQUIREMENTS

31.1. CONTRACTOR STAFF AND EMPLOYEES

- 31.1.1. Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and FAX number at which the contractor or his/her representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.
- 31.1.2. Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.
- 31.1.3. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contractor shall employ and utilize only experienced (or certified apprentice), responsible, and capable persons in the performance of work under this contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer. Only authorized Contractor personnel shall be admitted to the worksite at all times. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.
- 31.1.4. Superintendence. The contractor shall give his personal superintendence to the work or have a competent foreman or superintendent from his/her own staff, satisfactory to the Contracting Officer, at the work site while work is in progress, with authority to act on behalf of the contractor. The Contractor's superintendent is responsible for maintaining and conducting the inspection system required by the contract.
- 31.1.5. Removal of Personnel. The Contracting Officer may require the Contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the worksite (52.223-6, Drug-Free Workplace); and those whose continued employment under this contract is inconsistent with the interest of security.
- 31.2. Liability. The Contractor hereby agrees to release the Government (to include its officer, enlisted personnel, agents, and employees) from any liability for any loss, damage, or injury sustained by the Contractor or his employees during the performance of this contract. The Contractor also agrees to indemnify the Government for any loss, damage, or injury to Government personnel or agents or other third parties, provided such loss to the Government is caused by the negligence of the Contractor or his personnel while performing this contract.
- 31.3. Parking of contractor vehicles shall be restricted to the contractor's designed on-site area, work area, or other designated location. The company name shall be prominently displayed on all construction vehicles parked on the job site.
- 31.4. Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

SC32. SAFETY/ACCIDENT REPORTING

- 32.1. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned.
- 32.2. Safety Plan. Within 30 days of award of the Basic MATOC Contract the contractor shall furnish to the Contracting Officer a Master Safety plan. Prior to mobilization of a Task Order the Contractor shall furnish, as a submittal, his safety plan applicable to the project. Furthermore, the Contractor shall brief all employees on proper safety and accident reporting. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractor's project manager of potential or existing occupational health hazards that require attention. The Contractor shall designate a person on his staff

to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on-site personnel. In addition, the Contractor shall provide a Master Infection Control Plan with a designated representative to manage such plan.

SC33. SAFETY ASSURANCE – See also Section 01000 paragraph 1.17

- 33.1. Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The VA's *Construction Safety Guidebook* is available at the following web site:
<http://vaww.ceosh.med.va.gov/01CS/Pages/constructionsafety.shtml>
- 33.2. Accident Notification/Report. In the event of a job-related accident, the Contractor shall immediately notify the Contracting Officer's Representative (COR) and shall prepare a Report of Accident (VA Form 2162 or equivalent) in quadruplicate and forward the original and two copies to the Contracting Officer or COR for forwarding to Safety Officer, as applicable, for construction projects. The Contractor shall maintain an accident file for the life of the contract to include all accident reports. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the respective Safety Office. Lost time injury is defined as "An injury resulting in a lost workday, not including the day of injury."

SC34. SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

- 34.1. Notification for Pre-final. The Contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. Request for the pre-final shall be made in writing to the Contracting Officer at least 5 days prior to the desired date.
- 34.2. Pre-final Inspection. Discrepancies noted will be furnished by the Government inspector to the Contracting Officer. The Contracting Officer is responsible for furnishing a complete punch list, in writing, to the Contractor. Items noted on the punch list will be completed prior to scheduling a final inspection. As-builts, real property data, warranties, manuals, etc., may be turned-in at time of final inspection.
- 34.3. Notification for Final Inspection. When the Contractor is ready for final inspection, he shall request so in writing to the Contracting Officer or his duly authorized representative at least 2 days prior to the desired date.
- 34.4. Final Inspection. The final inspection will be performed with the Contractor by the Contracting Officer Representative (COR), consultant team, and/or representative of the using activity. Discrepancies noted will be corrected within the time specified by the Contracting Officer.
- 34.5. In the event the pre final or final inspection will be conducted by a Government contracted service, (A&E firm or other contracted individual) the Contractor made be held liable for travel and labor costs when the project is not sufficiently complete and the inspection must be rescheduled or an additional inspection is required.

SC35. PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE STATE OR NATIONAL AUTHORITY. APPLICABILITY OF THIS CLAUSE WILL BE STATED IN EACH TASK ORDER.

Services determined to be essential for performance during crisis are plant operations, emergency and urgent work requests, disaster preparedness, emergency operations and infrastructure maintenance (including construction). The services provided by this contract have been designated as essential contractor provided services and must be continued during a crisis. The contractor shall continue providing service in progress until the crisis is over, unless otherwise directed by the Contracting Officer. The contractor shall ensure enough skilled personnel are available during a crisis for any operational emergency due to utility failure, damage control, and damage repair. The contractor shall identify essential personnel by submitting an essential personnel list to the Contracting Officer within 10 calendar days after contract start date. The list shall contain the individuals' names, addresses and duty title.

END OF SECTION 00800

SECTION 01000 GENERAL REQUIREMENTS

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

1.1 SCOPE

- 1.1.1 The Contractor will be held responsible for all requirements described in the contract documents and task order documents and all work including that of his Sub-contractor, if any, shall be done in accordance with the contract documents and/or task order documents. Failure to familiarize himself/herself with their requirements will not relieve the Contractor of his/her responsibility to comply.
- 1.1.2 The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among Sub-contractors or in establishing the extent of the work to be performed by any trade.

1.2 WORK SCHEDULING

- 1.2.1 Normal facility work hours for the Contractor will be between the hours of 7:00 AM through 4:30 PM, Saturdays, Sundays, and Federal Holidays excepted. If the Contractor desires to work during periods other than above, he must notify the Contracting Officer three (3) working days in advance of his desire to work during other periods to allow determination of availability of additional inspection forces, determination of impact on existing health care and facility operations, and for notification of fire, security and safety personnel. When the Contracting Officer determines that there are no adverse impacts to health care and facility operations and that inspection forces are reasonably available, he/she may authorize the Contractor to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount. (Note: If applicable, at time of award this paragraph will be modified to the negotiated schedule for this project). Work in the Operating Room Suite shall be performed outside normal work hours. Other critical care areas may also require work to be done outside the normal work hours. These critical care areas include the Intensive Care Unit, the Emergency Room, specialty Clinics and exam rooms.

- 1.2.2 The following Federal legal Holidays are observed:

New Year's Day	1 January
Martin Luther's King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

- 1.2.3 NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday, holidays falling on a Sunday will be observed on the following Monday.
- 1.2.4 Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any warranty work, and upon completion of warranty work, the Contractor must notify the Contracting Officer (or his/her Contracting Officer's Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and should be accomplished

sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction inspection and recording of work proceedings.

1.3 ENTRY/ACCESS TO SITE

- 1.3.1 Locations to be serviced by the resulting contracts/task orders include Hospitals and outpatient clinics and, as such, only those persons granted permission may enter. It is, therefore, required that control be exercised over Contractor personnel while working at these facilities. To maintain this control, a listing of all Contractor personnel who will be working under the task order, must be submitted to the Contracting Officer prior to the start of work. The preferred method of providing this list is via email, to the contract administrator, unless notified otherwise. The listing shall include, but not limited to: contract number, project number, employee name, and the estimated starting and ending date of each employee. Subsequent listings of all additions or deletions will be submitted as employees are hired or released.
- 1.3.2 During construction, the Contractor shall permit the Department of Veterans Affairs personnel access to the facilities within the work area. The Contractor shall provide protection to persons and property throughout the progress of the work.
- 1.3.3 In the event of a declared National Emergency the Contracting Officer may be required to stop work on this contract for security reasons. Contractor shall ensure the Contracting Officer has a current "Off Duty" contact name and telephone number at all times to facilitate notification.
- 1.3.4 The Contractor shall be responsible for compliance with all regulations and orders of the Facilities Management Service and VA Police, respecting identification of employees, movements on installation, parking, truck entry, and all other applicable regulations, which may affect the work. Special requirements will be identified in the statement of work for an individual task order.
- 1.3.5 The Medical Center may have specific requirements, which will be identified by the Individual Task Orders.
- 1.3.6 The contractor shall inform all personnel working under its jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area, excluding direct haul and access routes, contracting and COR and point of supply and storage, is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above may be apprehended and turned over to the appropriate authorities.

1.4 UNAUTHORIZED PERSONNEL

The Contractor shall inform all personnel working under his jurisdiction (including sub-contractor and visiting supplier personnel) that access to areas outside of the immediate work area excluding, direct haul and access routes, Contracting and Engineering offices and point of supply and storage is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

1.5 INSPECTION OF SITE

- 1.5.1 The Contractor shall be responsible for the complete coordination and proper relation of the work of all trades. Reference Contract Clauses FAR 52.236-3, "Site Investigation and Conditions Affecting the Work" and FAR 52.236-8, "Other Contracts".
- 1.5.2 No allowances or extra construction on behalf of any Contractor will be permitted subsequently by reason of error or oversight on the part of the sub-contractor, or on account of interferences by the activities of the owner or others. Reference Contract Clause FAR 52.236-3, "Site Investigation and Conditions Affecting the Work".
- 1.5.3 All dimensions shown on the drawings are based on "as-built" record drawings and, to the extent possible, accurately represent existing conditions; however, there may be some variance between existing

conditions and contract drawings. The Contractor is responsible for verifying all dimensions and for reporting to the Contracting Officer any discrepancies that may affect performance of the work represented by contract drawings and specifications.

1.6 CORRELATION OF DRAWINGS, SPECIFICATIONS AND CONTRACTS

The specifications, Contract and the accompanying Drawings are intended to describe and provide for a complete, new and usable facility. They are intended to be cooperative and what is called for by one shall be as binding as if called for by all. The Contractor will understand that the work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned, and the Contractor shall be held to provide all labor and material for the entire completion of the work intended to be described and shall not avail himself of any manifestly unintentional error or omission, should any exist. Should any error or inconsistency appear in the Drawings or Specifications, the Contractor, before proceeding with the work, shall make mention of same to the Contracting Officer for proper adjustment, and in no case shall he proceed with the work in uncertainty.

1.7 REPORT OF ERROR AND DISCREPANCIES

- 1.7.1 The Contractor shall be responsible for any and all discrepancies in work due to failure to obtain dimensions and investigate conditions at the building before fabrication and installation.
- 1.7.2 The Contractor shall bear all costs in replacing all materials and labor due to not observing the above paragraph and such replaced materials shall meet the approval of the Contracting Officer.
- 1.7.3 The Contractor shall promptly notify the Contracting Officer in writing of any discrepancies.
- 1.7.4 Reference Contract Clauses FAR 52.236-21, "Specifications and Drawings for Construction". FAR 52.246-12 "Inspection of Construction".
- 1.7.5 Any proposed changes to the specifications by the Contractor must be submitted in writing to the Contracting Officer for approval prior to implementation.

1.8 DIVISION OF WORK

- 1.8.1 The various divisions of the Specifications shall not be considered as negotiations of the material and labor involved. The arrangement and order of these divisions have been made for convenience only, and it is not the intent, nor shall it be so construed, a particular trade or sub-contractor must perform that work included in any one division.
- 1.8.2 Any item mentioned under any division heading must be supplied even though it is not specified under the heading for the respective work, but is shown on the Drawings. No claims for extras arising out of real or alleged error in such arrangement or order of the various divisions will be given consideration.
- 1.8.3 The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among Sub-contractors or in establishing the extent of the work to be performed by any trade.
- 1.8.4 Reference Contract Clause FAR 52.236-21, "Specifications and Drawings for Construction".

1.9 METHOD OF CARRYING ON THE WORK

- 1.9.1 All work under the Contract shall be arranged and carried on in such a manner as to complete work in the least possible time. The Contractor shall consult with the Contracting Officer as to methods or sequence of carrying on the work. A definite program of work shall be arranged before starting.

- 1.9.2 Activities in the vicinity of this project may be kept in full or partial operation during construction. The Contractor shall coordinate scheduling of construction activities with the Contracting Officer. Reference Contract Clause FAR 52.236-8 "Other Contracts".

1.10 STANDARDS OF MANUFACTURE

- 1.10.1 All recognized regulatory/code standards shall be the latest published edition prior to the date of release for bid/proposal of the contract documents.
- 1.10.2 For purpose of establishing the standard of construction and the requirements to be met in the work of all divisions, the drawings and these specifications are based on the use of products hereinafter specified, adapted to the installation as required to meet the condition.
- 1.10.3 Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are equivalent materials and construction and equally adaptable to the conditions as approved by the Contracting Officer. Reference Contract Clause FAR 52.236-5, "Materials and Workmanship".

1.11 MEANING OF APPROVED, DIRECTED, ETC.

"Approved", "Directed", "Required", "Applicable", or words of like or similar effect, when used in the specifications shall be interpreted to mean "Approved By", "Directed By", etc., the Contracting Officer unless otherwise specifically stipulated.

1.12 MISPLACED MATERIALS

Any material that is deposited elsewhere than areas designated as approved by the Contracting Officer shall be re-handled and deposited where directed. No payment will be made for re-handling such material. The Contracting Officer will notify Contractor of any noncompliance with the foregoing provisions.

1.13 COMPLIANCE WITH CODES AND REGULATIONS

- 1.13.1 All work shall be done in accordance with the applicable codes and/or ordinances in force at the time of construction. It is the Contractor's responsibility to insure that where regulations of the federal Environmental Protection Agency, Rhode Island State Department of Environmental Management, Massachusetts Department of Environmental Protection, Maine Department of Environmental Management, Connecticut Department of Environmental Management, Vermont Department of Environmental Management, New Hampshire Department of Environmental Management, New York Department of Environmental Management, and New Jersey Department of Environmental Management as applicable or other such regulations control the removal, handling, installation or disposal of materials, they shall be strictly adhered to whether or not specifically referenced in the construction documents.
- 1.13.2 Contractor shall have data sheets available at the site on any materials used to comply with Federal and State OSHA and EPA. Reference Contract Clause FAR 52.223-3, "Hazardous Material Identification and Material Safety Data".

1.14 MATERIAL TESTING BY NATIONAL LABORATORIES

- 1.14.1 Electrical materials and equipment shall be new and bear the UL label or be listed in UL Electrical Construction Materials Directory or Electrical Appliance and Utilization Equipment Directory, wherever standards have been established by the agency.
- 1.14.2 The Contractor shall submit proof that the material or equipment, which he proposes to furnish under this specification, conforms to the standards of Underwriters' Laboratories. The label of Underwriters Laboratories (UL) shall be accepted as conforming to this requirement.

- 1.14.3 In lieu of the label, the Contractor may submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

1.15 KEYS

The Contractor shall be responsible for any Government-owned keys that have been issued to him for access to facilities or areas pertinent to this contract.

Upon completion of the work in an area, or upon request of the Contracting Officer, the key or keys relevant to the area shall be returned immediately. Keys shall be returned prior to final task order payments.

Should the Contractor Lose a Key: The Contractor shall notify the Contracting Officer, immediately and in writing, but not later than one (1) working day after he is aware of the loss. Should the key not be found before final acceptance, the final contract payment shall be reduced by the replacement cost for each key not returned and, if required by the Contracting Officer, any re-keying costs and cost of any other damages suffered by the Government.

1.16 CONSTRUCTION SCHEDULING, WORK, PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

- 1.16.1 The instructions for preparation and submittal of the Contractor-prepared Network Analysis System or Construction Progress Charts and Status Reports will be discussed at the Task Order preconstruction meeting.
- 1.16.2 A weekly meeting may be held between the Contractor, COR and Contracting Officer, if necessary, to discuss work progress, problems and potential change orders. Contractors shall attend these meetings at no additional cost to the Government and shall be responsible for publishing minutes for each meeting. Prior to specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premise and buildings; space for storage of materials and equipment; delivery of materials and use of approaches, use of corridors, stairways and similar means of passage.
- 1.16.3 Furniture and portable office equipment in the immediate area will be moved by the contractor to a location designed by the COR and replaced to its original position, or an alternate location as determined by the COR, upon completion of the work. Schedules for movement of furniture and equipment and delivery of materials shall be incorporated in the progress schedule and shall be made with a minimum of interference to Government operations and personnel. So far as practicable, the work shall be completed by section and confined to limited areas. Coordination with the COR and the user activity shall be accomplished at least three days in advance.
- 1.16.4 For task order with performance period of 60 calendar days or more, or at the direction of the Contracting Officer, and in accordance with FAR Clause "Schedules for Construction Contracts" (April 1984), the contractor shall, within five days after work commence on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of work. The schedule shall be prepared using MS Project schedule system or acceptable substitute. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule that does not reflect steady and reasonable progress throughout the construction period will be rejected. In accordance with FAR 36.515; "Schedules for Construction Contracts" (April 1984), weekly progress reports, submitted using MS Project schedule system or acceptable substitute, are required for both the contractor and the Contracting Officer's Representative (COR) covering the period from notice to proceed through final inspection.

- 1.16.5 Additionally, the Contractor is to provide a project plan in any approved CPM format to define work tasks and track progress for task orders in excess of \$1,000,000.00, and/or when otherwise directed by the Contracting Officer at any dollar value. At least five days prior to work initiation, the contractor is to provide the Contracting Officer electronic Network Analysis system plan using conventional critical path method precedence diagram method technique of the plan (CPM) usable with MS Project that is to include definition of rescues. Additionally, the (CPM) is to have a cost per task field for each task – this is commonly called line item cost. No work is to start until there is written approval from the Contracting Officer that the plan is approved.
- 1.16.6 For task order with a performance period of less than 60 calendar days, no progress schedule or contractor progress reports will be required unless directed by the Contracting Officer. A weekly progress report in a format acceptable to the Contracting Officer shall be provided to the COR until final inspection.
- 1.16.7 The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work, unless the exception in paragraph f above applies. Updated CPM plans shall be provided by the contractor on a (to be indicated per project) basis, unless otherwise directed by the Contracting Officer, showing work progress, at the beginning of the workweek. If there are possible deviations from the original plan, those are to be noted and approved by the Contracting Officer before work changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed prior to start of construction. Reference Contract Clause FAR 52.236-15, “Schedules for Construction Contracts”. The reports contemplated by the clause herein titled "Schedules for Construction Contracts" shall be accomplished using MS Projects schedule system.

1.17 SAFETY ASSURANCE

- 1.17.1 Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.
- 1.17.2 Contractor Responsibility. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any action on the part of the Contractor, his employees or Sub-contractor, which result in illness, injury or death.
- 1.17.3 Crawl spaces and attics are to be treated as confined space entry. Contractor must follow 29CFR 1910.146 and use VA furnished Form entitled *Required Confined Space Entry Permit* when making an entry. NOTE: A confined space does not include areas above suspended acoustical tile ceiling.
- 1.17.4 Where an employee can fall more than 6 feet, a fall protection system must be used; 29 CFR 1926.500 stipulates where this occurs and the different types of fall arrest systems.
- 1.17.5 When the Contractor is working in buildings that are occupied by Government personnel, the Contractor must provide Material Safety Data Sheets (MSDS) to the Contracting Officer before they begin the work.
- 1.17.6 All references to protection of the site and adjacent buildings when trenching, shall include protection of all employees also.
- 1.17.7 Inspections, Tests and Reports. The required inspections, tests and reports made by the Contractor, Sub-contractor, specially trained technicians, equipment manufacturers and other as required, shall be at the Contractor's expense.

- 1.17.8 Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the Contractor in the execution of work shall comply with applicable regulations.
- 1.17.9 Traffic Control Devices. The Contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administrations “Manual on Uniform Traffic Control Devices”, available at <http://mutcd.fhwa.dot.gov/>, to ensure proper warnings to motorists and adequate traffic control. The Contractor shall provide all warning lights, barricades and other traffic control devices and signs.

1.18 INSPECTIONS AND TESTS

Inspections and tests are for the sole benefit of the Government and shall not relieve the Contractor of the responsibility of providing quality control measures to ensure that the work strictly complies with the contract requirements. No inspection or test by the Government shall be construed as constituting or implying acceptance. Reference Contract Clause FAR 52.246-12, “Inspection of Construction”.

1.19 QUALITY CONTROL/TESTS Also See Section 01451

- 1.19.1 Where work is specified to be in conformity with Standard Specifications of the American Society for Testing Materials (ASTM), or with Federal specifications or with specifications of well known recognized technical and trade organizations, but no tests are specifically stipulated in connection herewith, the Contractor shall furnish and pay for any tests or certifications required by the Contracting Officer to show that the proposed materials meet with the applicable requirements.
- 1.19.2 The Contractor shall submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.
- 1.19.3 Wherever testing or analysis of material is required, such testing unless otherwise noted will be made at the Contractor’s expense.
- 1.19.4 Subsequent testing of those materials that fail to meet specifications will be accomplished by the Contractor at no cost to the Government.
- 1.19.5 Contractor Quality Control (CQC) Program: The Contractor shall provide and maintain an effective quality control program in accordance with the contract. Within ten (10) days of the award of the task order, the Contractor shall provide three (3) copies of the task order CQC plan to the Contracting Officer. This document, as a minimum, shall include name and address of the independent testing agency and the responsible principal with the firm; a summary of QC tests required by the specification and to be provided by the testing agency; and typical daily reports forms to be used for this project. The plan shall also indicate organizational procedures to immediately notify the Contracting Officer or his/her representative of test results in noncompliance with the specification and recommendations on correction. The testing agency must be an independent company and not owned or partially owned by the Contractor or any relation or employee of the Contractor.
- 1.19.6 Samples used for testing shall be selected as specified for the various tests elsewhere in the specifications but in every case the method of selecting samples and the location for selection shall be as approved by the Contracting Officer.
- 1.19.7 Tests shall be made in accordance with the specified testing procedures and/or methods and otherwise as required to provide compliance with all contract requirements. Tests shall be made by independent, commercial testing laboratories approved in writing by the Contracting Officer.

- 1.19.8 Results of all tests shall be recorded on certified test reports of the commercial testing laboratories. Reports shall include a statement that the materials tested do or do not meet the requirements of the Contract specifications. Six copies of all reports shall be forwarded directly to the Contracting Officer for approval within five (5) days of the actual performance of the test. The testing agency shall immediately notify (verbally) the Contracting Officer of any tests that indicate failure to meet the contract requirements.
- 1.19.9 Any item, for which test reports show failure to meet all Contract requirements shall be retested as often as required to show full compliance with Contract requirements, at the Contractor's expense.

1.20 WARRANTY

- 1.20.1 In addition to the specific guarantees required by the specifications for certain portions of the work to be performed under this Contract, the Contractor shall furnish a written warranty for all of the work to be performed under this Contract, against defects in materials or workmanship for a period of one (1) year from the date of final acceptance of the completed work by the Government.
- 1.20.2 All work including workmanship, material, and equipment (other than Government furnished equipment) shall be warranted for the full period of standard manufacturer's warranty, but in no case shall be warranted for a period of less than one (1) year upon notice from the Contracting Officer of any failure during this warranty period, the part or parts shall be replaced promptly with new parts by and at the expense of the Contractor. Whenever the manufacturer of a piece of equipment supplied by the Contractor customarily provides a warranty covering the equipment, the Contractor shall promptly turn over such to the Contracting Officer.
- 1.20.3 Upon completion, the Contractor shall provide the Contracting Officer with five (5) bound sets containing maintenance, repair and operating instructions and parts lists for each piece of installed equipment.
- 1.20.4 Reference Contract Clause FAR 52.246-12, "Inspection of Construction."

1.21 CUTTING AND REPAIRING

- 1.21.1 Unless otherwise specified hereinafter, the Contractor shall do all necessary cutting, drilling, fitting and patching of work and corresponding work that may be required to make several parts come together and fit it to receive, or be received, by work of other trades shown upon, or reasonably implied, by the Drawings and Specifications for the completed project. Reference Contract Clause FAR 52.246-12, "Inspection of Construction".
- 1.21.2 The Contractor shall be held responsible for all cutting, replacement, and repairing of work that is due to faulty workmanship and which is not specifically covered by specifications for trades which are affected. He will also be held responsible for providing, without extra cost to the Government, any small incidental items which are not specifically mentioned in trade specifications, but which are necessary to complete the work in accordance with the drawings, and under the general understanding that the work when completed shall be a finished and workmanlike job. Reference Contract Clause FAR 52.236-5, "Material and Workmanship."

1.22 SITE CLEAN UP

- 1.22.1 The Contractor shall maintain the construction site in as clean and orderly condition as possible. All refuse and/or salvage material shall be gathered and disposed of periodically to maintain the site in this condition. All roadways, taxiways and ramp areas within the work area, or used by the Contractor, shall be swept and vacuumed daily to assure safe operation of aircraft. The cleaning operation shall be accomplished with self-propelled sweepers equipped with pick-up devices. The method of cleaning and equipment employed shall be subject to the approval of the Contracting Officer. Reference Contract Clause FAR 52.235-12, "Cleaning Up".

- 1.22.2 During and after periods of rain, this construction site may have a very high water table and/or areas of standing surface water. Dewatering techniques are a Contractor's option; however, the Contracting Officer shall approve the method prior to start of work.
- 1.22.3 Following completion of the work, the Contractor shall clean the entire area from any debris and/or excess of misplaced material due to his operation and obtain Contracting Officer's approval of this finished work. (Reference Contract Clause FAR 52.246-12, entitled "Inspection of Construction" and FAR 52.236-12, "Cleaning Up".)
- 1.22.4 Prior to acceptance of the facility and at such times as directed by the Contracting Officer, the Contractor shall thoroughly clean all exposed surfaces of the building where work under this contract was completed.
- 1.22.5 All protective coatings, except lacquers, shall be removed from finish surfaces and the finish surfaces shall be washed and cleaned. Contractor shall be held responsible for all damaged materials, and at completion, shall replace, at his own expense, all such damaged materials.

1.23 LAYOUT AND GRADES

- 1.23.1 All lines and grade work not presently established at the site shall be laid out by the Contractor in accordance with the drawings and specifications. The Contractor shall maintain all established boundaries and benchmarks and replace as directed any which are destroyed or disturbed. Reference Contract Clause FAR 52.236-17, "Layout of Work".
- 1.23.2 The Contractor shall engage a Professional Engineer or Registered Land Surveyor, licensed to practice in the State of Rhode Island, Massachusetts, Maine, New Hampshire, Connecticut, and Vermont, New York, or New Jersey as applicable, to properly establish all locations, grades, elevations, dimensions, joints, etc., necessary to the proper location of all items of work included in this Contract. All such items shall be established in relation to the benchmark and control points noted on the drawings.

1.24 REFUSE AND SALVAGE MATERIALS:

- 1.24.1 All refuse, debris, and construction waste shall be legally disposed of off-site at the Contractor's expense. (Reference FAR 52.236-12 "Cleaning Up."). Accumulations of refuse on the site will not be permitted.
- 1.24.2 All salvage property removed and not reinstalled under this contract shall be returned to the Government at a place on designated by the Contracting Officer, or properly disposed of when directed by the Government.
- 1.24.3 Non-Hazardous Solid Waste should be diverted to recycling, through appropriate means available to the Contractor, if such diversion is less than or equal to the equivalent cost of land filling or incineration.
- 1.24.4 The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment, and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of its negligence, or while in its care. Point of contact concerning Government salvaged items will be identified under the individual task order.

1.25 STORAGE

- 1.25.1 No secure storage space will be provided by the Government. The Government will not be responsible for property belonging to, or under the present control of the Contractor. The Contractor is to protect his materials. An unsecured, open area will be designated by the Contracting Officer for storage of construction equipment and materials during the period covered by this contract. Reference Contract Clause FAR 52.236-10, "Operations and Storage Areas".

- 1.25.2 Contractor shall construct such temporary sheds as he may require for the use of his workmen and as required for tool cribs and storage of all work under this Contract. Temporary sheds shall be confined to the space assigned by the Contracting Officer. Sheds shall be of approved construction and wood floors, lighting and heat shall be provided in all parts used by workmen. Exterior of sheds shall be painted, all parts maintained in good condition throughout the life of the Contract, and at completion, all parts shall be removed and the premises cleaned up. Reference Contract Clauses FAR 52.236-10, "Operations and Storage Areas" and FAR 52.236-12, "Cleaning Up".

1.26 TEMPORARY FIELD OFFICES

- 1.26.1 As soon as practicable after award of Task Order, and until final completion of the work, Contractor shall provide, maintain and later remove a suitable temporary office(s) for his own use if space is available and designated by the Contracting Officer. All field offices shall be painted on the exterior, maintained in good repair, provided with adequate heating, lighting and maintained in a clean and sanitary condition at all times. Reference Contract Clause FAR 52.236-10, "Operations and Storage Areas".
- 1.26.2 When required by the solicitation/task order documents the Contractor shall provide temporary office space for exclusive use of the Government inspectors, to include Contracted inspectors. This office shall include, as a minimum, as desk, a suitable chair, and access to a phone line at no additional cost to the Government.
- 1.26.3 The Contractor is reminded that smoking in buildings and on the grounds of a Government facility, except in designated areas, is prohibited

1.27 TEMPORARY TOILET FACILITIES

Contractor to provide, at his expense, all temporary toilet facilities. All temporary toilet facilities shall meet the requirements of health authorities having jurisdiction and shall be kept clean and in a sanitary condition at all times.

1.28 UTILITIES

- 1.28.1 The Contracting Officer will determine and specify in individual task orders whether Government-operated utilities are/are not adequate and will/will not be furnished to the Contractor without charge where existing outlets are available. The Contractor may use reasonable amounts of specified utilities for construction operation without charge when specified in individual task orders. The Contractor is responsible for installing temporary service outlets, as necessary, and charges will be made in accordance with the clause entitled "Availability and Use of Utility Services, FAR Clause 52.236-14. Any expense incurred to gain access to these utilities (temporary tap-ins, etc.) shall be the responsibility of the Contractor and all utilities shall be returned to their original configurations at the end of the contracts. No alterations to existing utilities shall be accomplished without the written permission of the Contracting Office. The following utility/utilities will be made available: will be specified in each individual task order.
- 1.28.2 Contractor shall be responsible for natural gas until the work is accepted by the Government.

1.29 UTILITY INTERRUPTIONS

- 1.29.1 All utility shutdowns require the prior approval of the Contracting Officer. Request for utility shutdown shall be made in writing at least four (4) weeks prior to the expected date of implementation or as indicated in Task order documents. As soon as actual shutdown date is known, the Contractor shall notify the Contracting Officer in writing requesting approval at least eight (8) work days prior to requested shutdown.
- 1.29.2 The Contractor's progress schedule shall include preliminary listing of all proposed shutdown dates. Every effort shall be made to make all shutdowns as brief as possible, and as limited in extent as possible.

- 1.29.3 Contractor shall provide an emergencies repair plan, with identity of Contractors to accomplish the repairs in the event of utility and/or communications emergencies.

1.30 EXCAVATING PERMIT

Contractor is required to notify Dig Safe and to secure an excavating permit from Engineering, or other applicable agency as designated by the Contracting Officer before proceeding with any exterior on-site excavating or digging. The Engineer must have a minimum of 72 hours notice from the Contractor prior to permit being secured.

1.31 COMPRESSED AIR

Contractor shall provide all compressed air used for work under this contract including temporary lines and connections. Remove all temporary lines, etc., at the completion of the work.

1.32 WEATHER PROTECTION AND TEMPORARY HEATING

- 1.32.1 The Contractor shall provide and maintain weather protection as may be required to properly protect all parts of the structure from damage during construction.
- 1.32.2 The Contractor shall be responsible for repairs and maintenance to the heating system or units during the period during progress of building construction and shall deliver same to the Government, at termination of such use, in perfect condition, cleaning out all air ducts and replacing all filters. Any temporary heating shall be at the expense of the Contractor.

1.33 BLOCKING OFF STREETS

At least seventy-two (72) hours prior to the blocking of any street, or as designated by the task order documents, the Contractor shall advise the COR, appropriate safety staff and VA Police of his intentions, identifying the location and the estimated time of closure. There shall be no closures of any street without at least eight (8) days of prior notification to the COR, appropriate Safety staff, Security Officer and the Contracting Officer.

1.34 ARCHEOLOGICAL, PALEONTOLOGICAL AND ENDANGERED SPECIES FINDS.

Any archeological finds (evidence of human occupation) or paleontological finds (evidence of prehistoric plant or animal life) are to be reported to the Contracting Officer immediately and the contractor shall stop work in the area of the archeological or paleontological finds. The contractor may continue work in other areas without interruption. Protect native endangered flora and fauna and notify Contracting Officer of any construction activities that might threaten endangered species or their habitats.

1.35 EQUIPMENT REPORT

- 1.35.1 The Contractor shall furnish, unless directed otherwise, upon completion of the project, a listing of all equipment installed in the facility, and the installed cost of each item. Furthermore, the listing shall include the location of each item and nameplate date.
- 1.35.2 Typically, the listing shall include: air conditioners, air handling units, condensers, fans, pumps, air compressors, transformers, unit heaters, regulators, direct current power supplies, latrine fixtures, motors, engines, motor or engine-driven equipment, cranes, drinking fountains, sinks, water coolers, generators, space heaters, water heaters, refrigerators, freezers, coolers, meters, gas detectors, humidifiers dehumidifier, air purifier, ovens, power units, fuel tanks, water tanks, elevators, welders, recorders, reels, scales, hydrants, intrusion detection equipment, fire detection and alarm equipment, emergency light sets, emergency eye wash, deluge showers, washers, dryers, dishwashers, bridge cranes, and like items of equipment.
- 1.35.3 Final payment will not be made to the Contractor until the Government has received and approved the listing.

1.36 DAMAGES, REPAIRS

- 1.36.1 All damages by the Contractor's operations shall be repaired, or replaced, at the Contractor's expense, as directed by the Contracting Officer. Any Government property damaged as a result of the work, materials, or operations of the Contractor shall be restored at no additional expense to the Government.
- 1.36.2 All existing sidewalks, curbs, and pavement disturbed, broken or removed or otherwise damaged by the Contractor during performance of the work under this contract shall be replaced by the Contractor at his own expense. Replaced sidewalks, curbs, and pavements shall be smooth, shall blend into the existing work, and shall not present depressions or humps.
- 1.36.3 Reference Contract Clause FAR 52.236-9, "Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements".

1.37 AS-BUILT DRAWINGS

- 1.37.1 The Contractor shall keep an accurate record of all deviations from the approved design drawings and specifications which may occur in the work as actually constructed, and shall submit to the Contracting Officer, at completion of the work, complete information including descriptions, drawings, dimensions, marked prints, etc., as required for correction of the tracings to the as-built conditions.
- 1.37.2 The red lined drawings shall be complete with any deviation in actual construction.

1.38 MAINTENANCE OF TRAFFIC AND SAFETY

- 1.38.1 Where possible, the Contractor and his work shall not interfere with the normal operations of traffic, particularly emergency vehicles and equipment. Contractor is responsible for safety on the Project Site.
- 1.38.2 The Contractor shall use only established haul routes. When materials are transported in prosecution of the work, vehicles shall not be loaded beyond the loading limit established by Federal, State or Local Law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor.
- 1.38.3 With respect to his own operations, and those of all his Sub-contractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work or condition that may be hazardous to the operation of equipment, or maintenance vehicles at the Medical Center.
- 1.38.4 The Contractor shall furnish, erect, and maintain weighted barricades, warning signs, and other traffic control devices as required maintaining traffic and ensuring the safety of personnel and the Contractor's equipment. The Contractor shall make his own estimate of all labor, materials, equipment, and coincidental necessary for providing the maintenance of aircraft and vehicular traffic.

1.39 SPECIAL CONDITIONS

- 1.39.1 Any Contractor's equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from the Site.
- 1.39.2 The Contractor shall be responsible for the coordination of his work with Medical Center communications personnel, who may be working in the area and making them aware of proposed work that may affect the work of their particular trade in process of performance.

1.40 COMMERCIALY OWNED/OPERATED RADIOACTIVE SOURCES USED ON VA PROPERTY

When using radioactive sources for soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc., the operator shall comply with the following requirements.

- 1.40.1 Prior to bringing the radiation generator on to the Medical Center locations, the Contractor shall provide the Contracting Officer with the following information/documentation, as a submittal, for review and approval:
 - 1.40.1.1 A copy of the Radioactive Source Permit with operational use conditions/restrictions with expiration date or a Certification of Exemption from licensure from the Nuclear Regulatory Commission (NRC) or Agreement State (AS).
 - 1.40.1.2 A current list of trained and qualified employees that will be using the radioactive source.
 - 1.40.1.3 The name of the Permit Radiation Safety Officer (PRSO), emergency contact telephone number, and current address for each source used.
 - 1.40.1.4 Operating instruction(s)/technical order(s) for the equipment that contains the radioactive source.
 - 1.40.1.5 Designated storage location of the radioactive source if it remains overnight.
 - 1.40.1.6 Proposed marking of the storage location if it exceeds 2mR/hr as measured at the surface of the storage container.
 - 1.40.1.7 A copy of the company Radiation Safety Program.
 - 1.40.1.8 Emergency Response Plan in case of an emergency for a lost or damaged source and/or over exposure incident/injury.
 - 1.40.1.9 Provide the portion of their contract that identifies the location(s) of where the source will be used, for how long, and for what type use.
- 1.40.2 The Contracting Officer will obtain approval from the proper office having jurisdiction. After approval is received for use of the specific radiation generator, the Contractor shall:
 - 1.40.2.1 Meet proper Department of Transportation (DOT) and NRC shipping criteria to include properly filled out shipping manifest(s), container marking/labels, and placards on the vehicle as needed when transporting the source onto and around site. His documents shall also allow him to remove the source from the site also when needed. The source and the activity shall dictate which DOT and NRC regulations and CFR's are applicable. These include, but not limited to 10 CFR parts 19, 20, 21, 30, 33, 34, & 71 for the permit and operation itself; 29 CFR 1910, 1096 for occupational safety and health activities when using the instrument; 40 CFR part 190 for environmental protection activities; 49 CFR parts 172 & 173 for transporting the instrument, and if the source is lost or stolen 10 CFR parts 30, 40, 50, 70, 73 & 150
 - 1.40.2.2 Limit authorized use of radioluminescent signs and markers to areas with low occupancy and where electrical power is not available except at prohibitive cost.
- 1.40.3 The Contractor shall not:
 - 1.40.3.1 Buy radioactive materials or accept radioactive materials on Federal property without approval.
 - 1.40.3.2 Buy or use radium without approval.

1.40.3.3 Buy radioluminescent signs and markers solely for energy conservation in general administrative and industrial applications.

1.40.4 The Contracting Officer or his representative reserves the right to inspect work sites and terminate/suspend any operation involving a radioactive source deemed to be unsafe IAW applicable laws, rules and federal regulations.

1.41 HAZARDOUS MATERIAL USAGE

1.41.1 The Contractor shall establish hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported to the Contracting Officers Representative (COR), who will in turn notify applicable personnel.

1.41.2 The Contractor planning to use HM for the work must register, through the COR, with the Medical Center Safety Office, prior to start of work in order.

1.41.3 The Contractor shall maintain Contractor HM Identification Forms on the job site for inspection/verification.

1.41.4 Contracting Officer's Representative will verify that the HM identified is the only HM in use on the job site.

1.41.5 Contractors shall provide the following to the COR:

1.41.5.1 Provide a list of each material and quantity of material for all proposed HM. Hazardous Material (HM) shall be construed to mean any item that is: - a health hazard or physical hazard as defined in 29 CFR, 1910.1200(c).

- regulated in its disposal by EPA under 40 CFR.
- hazardous as defined by DOT regulations under 49 CFR.
- hazardous as defined by the Dangerous Goods Regulations of the International Air Transport Association.

1.41.5.2 Provide a material safety data sheet (MSDS) for each item on the list.

1.41.5.3 Typical examples of hazardous materials used on the job site include, but are not limited to:

- petroleum based liquids/gases (gasoline, kerosene, diesel, propane, butane, acetylene, etc.)
- explosives
- adhesives and glues
- shot charges for anchor systems
- volatile solvents (such as PVC cleaner and glues, paint thinners)
- non-water based paints
- liquid sealants
- epoxies and coating systems
- acidic or alkali cleaners

1.41.6 The Contractor shall establish his/her own HM storage and issue location that complies with federal, state and local environmental regulations. Materials issued shall be tracked for quantities used. Unused materials shall be inventoried and removed from the Medical Center prior to close out of the contract or expiration date of the HM. Reports of material delivered, used and removed from the installation shall be submitted to the Contracting Officer monthly and prior to contract closeout.

1.41.7 The Contractor shall comply with all federal, state and local environmental standards.

- 1.41.8 The Contractor shall accompany the contracting officer's representative (COR) and the Medical Center's Environmental Manger (EM) on project closeout inspection to ensure all used and unused HM has been removed from the installation. This requirement shall not be a punch list item and must be accomplished prior to the Government accepting beneficial occupancy of the facility or construction item.
- 1.41.9 Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the Contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a task order modification may be required, subject to equitable adjustment under the terms of the contract.
- 1.41.10 The Contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas and will be specified in individual Task Orders. Friable asbestos- containing material is any material that contains more than one percent asbestos by weight, and, that hand pressure can crumb, pulverize or reduce to powder when dry. Non-friable asbestos- containing materials are materials in which asbestos fibers are bound by a matrix material, saturate, impregnate or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos- containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM

PART I

Date: _____

This part is to be completed by Contractor prior to the construction start date, and shall be maintained on the job site.

Contractor Company: _____

Proposed work term: (date) _____ to (date) _____

Contractor Point of Contact:

(full name or names, phone/cell/pager numbers, Phone number: -emergency 24-hour contact number, etc.)

Submittal Information

Storage and Usage Information

I HM to be used: MFG./Product	MSDS Attached (Yes/No)	Amount on Site*, Transient or Stored	Amount Used Up in Process	Used or Unused Amount Removed from ANG installation

Note: This form is good for an one-month period and is to be submitted to the Medical Center's Environmental Manger. All HM (hazardous material) used thereafter will be identified to the Contacting Officer's Representative for approval by the Environmental Manager. See Part II for Contractor close-out procedures. The Environmental Manger phone number will be provided per task order.

*Transient amount reflects amount brought on site daily, but not stored overnight. Use separate lines for transient and storage amounts.

Team Approval Signatures:

COR (Contracting Officer's Representative) _____

EM (Environmental Manager) _____

SO (Safety Officer) _____

CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM CLOSE-OUT PROCEDURES

PART II

Attach this part to Part I

The Contractor shall accompany the Contracting Officer's Representative and the Environmental Manager on the close-out inspection to ensure all used and unused HM has been removed from the installation.

Close-out Approval Signatures: Date:

Contractor: _____

Contracting Officer's Representative: _____

EM (Environmental Manager): _____

1.42 ENERGY AND WATER EFFICIENCY AND RENEWABLE ENERGY

- 1.42.1 The Government's policy is to acquire supplies and services that promote energy and water efficiency, advance the use of renewable energy products, and help foster markets for emerging technologies.
- 1.42.2 The Contractor shall include the provisions of energy-using products for construction, renovation, or maintenance of a public building by acquiring energy-using products designated by the Department of Energy's Federal Energy Management Program (FEMP).
- 1.42.3 Comply with all applicable clauses incorporated in the contract.

1.43 POLLUTION ABATEMENT

- 1.43.1 All work shall be performed in a manner minimizing pollution of air, water and land as required.
- 1.43.2 Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the Contractor.
- 1.43.3 Burning of any material is strictly prohibited.
- 1.43.4 Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

- 1.43.5 Flushing on concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.
- 1.43.6 Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

1.44 WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

1.45 REGULATIONS

- 1.45.1 The contractor shall comply with all applicable Federal, State, and Local, regulations pertaining to safety, traffic control and fire prevention.
- 1.45.2 The Contractor, his employees, and his Sub-contractor are subject to, and shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority now or hereafter in force). The Contractor agrees to observe and comply with all applicable state and federal requirements regarding social security, workman's compensation, unemployment insurance and any other matters concerning employment applicable to the performance of this contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the Government. The unilateral act of any Governmental body against any employee of the Contractor for the violation of a state or federal law or regulation shall not excuse the Contractor from full compliance with the terms and conditions of this contract
- 1.45.3 The contractor may use the VA's Technical Information Library for access to any applicable publications contained therein.
- 1.45.4 The Contractor, his employees, and Sub-contractor shall become familiar with and obey the regulations of the installation including fire, traffic, safety and security regulations while on the medical center grounds. Those driving motor vehicles shall observe and obey all speed limits posted throughout the medical center. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and Sub-contractor shall carry proper personal identification with them at all times.
- 1.45.5 Contractor's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected. The contractor shall comply with all security regulations imposed by the medical center against vandalism and theft

1.46 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to, Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States

Government be held liable for any neglect or improper actions by the contractor or any sub-contractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

1.47 IDENTIFICATION OF VEHICLES AND PERSONNEL:

Vehicles: Highway vehicles owned or leased by Contractors shall be furnished with identifying markings reflecting minimally, the Contractor's name, home city and local phone number. Personal Vehicles must be registered with the medical center.

Personnel: Contractor's workmen shall have legal identification (picture ID) on them at all times while working on the Government project.

END OF SECTION 01000

SECTION 01001 AFFIRMATIVE PROCUREMENT

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

PART 1 GENERAL

1.1 AFFIRMATIVE PROCUREMENT & POLLUTION PREVENTION

Affirmative Procurement is a mandatory component of the Federal pollution prevention program. The VA Installation Pollution Prevention Program Guide includes this goal for Affirmative Procurement: "100% of all products purchased each year in each of U.S. EPA's 'Guideline Item' categories shall contain recovered materials meeting U.S. EPA's Guideline Criteria." This document contains guidelines for implementing the RCRA.

1.2 AUTHORITY AND REFERENCES

- 1.2.1 The Resource Conservation and Recovery Act (RCRA), Section 6002 (42 U.S.C. 6962)
- 1.2.2 Executive Order (EO) 13101, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition.
- 1.2.3 Title 40, Code of Federal Regulations (CFR), Part 247, Comprehensive Procurement Guideline for Products containing Recovered Material.
- 1.2.4 Federal Acquisition Regulations (FAR)

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation. Submittals having an "FIO" designation are For Information Only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data Product Data; GA

The Contractor shall submit manufacturer's material specifications, installation instructions, physical characteristics, etc, to show that the product meets project and specification requirements.

SD-13 Certificates Product Certificates; GA

The Contractor shall submit documentation certifying that products meet or exceed the specified requirements.

SD-14 Samples Product Samples; GA

The Contractor shall submit samples of the product intended for use for project record.

1.4 DEFINITIONS

- 1.4.1 **AFFIRMATIVE PROCUREMENT:** The purchase of environmentally preferable products manufactured from recycled and reclaimed materials.
- 1.4.2 **ACQUISITION:** The acquiring by contract with appropriated funds for supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract.

- 1.4.3 **CONTRACTOR:** The prime Contractor, Sub-contractor, material suppliers, and equipment suppliers who provide the products that will be used in the construction of this project.
- 1.4.4 **ENVIRONMENTALLY PREFERABLE:** Products or services having a lesser or reduced effect on human health and the environment when compared to competing products or services, serving the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packing, distribution, reuse, operation, maintenance, or product or service disposal. (Section 201, EO 12873)
- 1.4.5 **EPA DESIGNATED ITEM:** An item that is or can be made with recovered material; that is listed by the Environmental Protection Agency (EPA) in a procurement guideline (40CFR, part 427); and for which EPA has advised purchasing recommendations in a related Recovered materials Advisory Notice (RMAN). (FAR 23.402)
- 1.4.6 **EXECUTIVE AGENT OR AGENCY:** An executive agency as defined in 5 U.S.C.105.
- 1.4.7 **FORM:** The Affirmative Procurement Reporting Form found at the end of this section.
- 1.4.8 **POLLUTION PREVENTION:** Source reduction as defined in the Pollution Prevention Act of 1990 (42 U.S.C. 13102), and other practices that reduce or eliminate the creation of pollutants through (a) increased efficiency in the use of raw materials, energy, water, or other resources; or (b) protection of natural resources by conservation.
- 1.4.9 **POST CONSUMER MATERIAL:** A material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. "Post consumer material" is a part of the broader category of "recovered material".
- 1.4.10 **PROCUREMENT:** The purchase and providing of products to be used in the construction of this project.
- 1.4.11 **PRODUCT:** Materials and equipment that will be used in the construction of this project.
- 1.4.12 **RECOVERED MATERIALS:** Waste materials and by-products which have been recovered or diverted from solid waste, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (Section 205, EO 12873 and FAR 23.402)
- 1.4.13 **RECYCLABILITY:** The ability of a product or material to be recovered from or otherwise diverted from the solid waste stream for the purpose of recycling. (Section 206, EO 12873)
- 1.4.14 **RECYCLING:** The series of activities, including collection, separation, and processing by which products or other materials are recovered from the solid waste stream for use in form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion. (Section 207, EO 12873)
- 1.4.15 **RECYCLED MATERIAL:** A material utilized in place of raw or virgin material in product manufacturing consisting of materials derived from post consumer waste, industrial scrap, material derived from agricultural wastes, and other items, all of which can be used in new product manufacturer. (EPA Guidelines & OFPP Policy Letter 92-4)
- 1.4.16 **RECYCLED PRODUCT:** A recycled product is one made completely or partially from waste materials or by-products recovered or diverted from the solid wastestream.
- 1.4.17 **SOLID WASTE:** Garbage, refuse, sludge and other discarded materials including those from industrial, commercial, and agricultural operations, and from community activities. This excludes solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flow, etc. (EPA Guidelines)

- 1.4.18 SPECIFICATION(S): A clear and accurate description of the technical requirements for materials, products, or services including the minimum requirement for materials' quality and construction and any equipment necessary for an acceptable product. In general, specifications are in the form of written descriptions, drawings, prints, commercial designations, industry standards, and other descriptive references.
- 1.4.19 UNREASONABLE PRICE: If the cost of the recycled content product exceeds the cost of a non-recycled item, the Veterans Affairs considers the cost to be unreasonable.
- 1.4.20 VERIFICATION: Procedures used by procuring agencies to confirm both vendor estimates and certifications of the percentages of recovered materials contained in the products supplied to them or to be used in the performance of a contract. (EPA Guidelines)
- 1.4.21 WASTE PREVENTION: Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- 1.4.22 WASTE REDUCTION: Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

1.5 REGULATORY BACKGROUND

Section 6002 of RCRA requires federal agencies to give preference in the acquisition process to products and practices that conserve and protect natural resources and the environment. EO 12873 requires federal agencies to expand waste prevention and recycling programs, implement affirmative procurement programs for the United States Environmental Protection Agency (EPA) -designated items, and procure other environmentally preferable products and services. The stated purpose of the Affirmative Procurement Program is to stimulate the market for recovered materials. As a result of EO 12873, the EPA issued the Comprehensive Procurement Guidelines (CPGs) that have established the mandatory procurement by federal agencies of 36 items produced with recovered materials. The EPA has also issued Recovered Material Advisor Notices (RMANs) to accompany the CPGs and provide detailed information on the designated items. Please direct all questions regarding the plan to the Contracting Officer for forwarding to the Environmental Office.

1.6 APPLICABILITY

These procedures apply to Contractors employed in the construction of task order projects. Please direct all questions regarding the plan to the Contracting Officer.

1.7 RESERVED

1.8 EXEMPTIONS

1.8.1 EPA Recommendations

The U.S. EPA's recommends minimum recycled content levels are mandatory for procurements of those items listed in the AFFIRMATIVE PROCUREMENT REPORTING FORM, unless one of the following exemptions applies. RCRA provides the following exemptions from the requirement to purchase EPA- designated items:

- 1.8.1.1 The product is not available from a sufficient number of sources to maintain a satisfactory level of competition (i.e., available from two or more sources).
- 1.8.1.2 The product is not available within a reasonable period of time.
- 1.8.1.3 The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.

- 1.8.1.4 The product is not available at a reasonable price. For VA purposes, "unreasonable price" is defined as follows: If the price of the recycled-content product exceeds the cost of a non-recycled item, then the price is considered unreasonable.

1.8.2 Contractor Responsibility

The Contractor is responsible for completion of the Form with respect to the work and products being provided. The Prime Contractor is responsible for insuring that all sub-Contractors comply with this order. Each Contractor shall provide written documentation to support his/her decision not to acquire items meeting the minimum content levels. This documentation shall be forwarded to the Contracting Officer for review and approval. In the event the documentation fails to support the Contractor's findings, the Contracting Officer's Representative shall return the documentation to the Contractor citing the reason(s) for disapproval. The Contractor shall resubmit and address the deficiencies. Contractor is cautioned not to proceed with acquiring non-compliant materials until the Contracting Officer's approval is received.

- 1.9 U.S. EPA DESIGNATED ITEMS The EPA-designated items are available at:
<http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm>

1.10 INTENT

The intent of this section is to increase the awareness of all Contractors as to the availability of products manufactured from, or that contain recycled materials, thereby increasing the use of these products in the construction of this project.

The various sections of the specifications contain references to products to be used in the construction of this project. The listed product may or may not be manufactured from or contain recycled materials.

Therefore, all Contractors, Sub-contractor, equipment suppliers, and material suppliers are responsible for compliance with this specification. Recycled products shall be used wherever possible subject to the exemptions as per the paragraph entitled EXEMPTIONS. Substitution of recycled materials or recycled products for specified products are subject to the provisions of the paragraph entitled 1.8 Exemptions.

1.11 RECYCLED OR RECOVERED PRODUCTS

All construction materials to be used in this project, unless on existing exemption list, is to be identified on the Form at the end of this section.

1.12 QUALITY ASSURANCE

Companies specializing in the manufacture of products that comply with the requirements of this section shall have a minimum of three (3) years documented experience.

1.13 INSTALLATION

All products shall be installed per manufacturer's instructions.

AFFIRMATIVE PROCUREMENT REPORTING FORM

(PER EXECUTIVE ORDER 13101)

PROJECT NUMBER: _____ BLDG NUMBER: _____
 PROJECT MANAGER: _____ PROJECT INSPECTOR: _____
 CONTRACTOR: _____

This form is to be completed by the Contractor and submitted to the Contracting Officer.

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC) (%)	ACTUAL RMC (%)	QUANTITY USED/UI	EXEMPTED 1,2,3,4
Rock Wool Insulation	75%			
Fiberglass Insulation	20-25%			
Cellulose loose fill/Spray-on Insulation	75%			
Perlite Composition Board Insulation	23%			
Plastic Rigid Foam Insulation	9%			
Plastic Foam In Place Insulation	5%			
Plastic Foam, Glass Fiber Reinforced Insulation	6%			
Phenolic Rigid Foam Insulation	5%			
Structural Fiber Board	80-100%			
Laminated Paper Board	100%			
Cement/Concrete (FLYASH)	SEE SPEC ¹			
High Fly Ash Flowable Fills	95%			
Low Fly Ash Content Flowable Fill	6-14%			
Carpet (PET)	25-100%			
Bonded polyurethane Carpet Cushion	15-50%			
Jute Carpet Cushion	40%			
Synthetic fibers Carpet Cushion	100%			
Rubber Carpet Cushion	60-90%			
Rubber Plastic Patio Blocks	90-100%			
Rubber or Plastic Floor Tile	90-100%			
Steel Restroom Divider/Partition	16%			
Plastic Restroom Divider/Partition	20-100%			
Concrete Railroad Crossing	15-20%			
Rubber Railroad Crossing	85-95%			
Steel Railroad Crossing	25-30% BOF/100% EAF ²			
Traffic cones made from PVC, LDPE, crumb rubber	50-100%			
Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel, fiberglass	100%			
Channelizers, Plastic	25-95%			
Channelizers, rubber base	100%			
Delineators, plastic	25-90%			
Delineators, rubber base	100%			
Delineators, steel base	25-50%			
Flexible plastic delineators	25-85%			
Parking Stops, Plastic or Rubber	100%			
Parking Stops, Concrete containing coal fly ash	20-40%			
Parking Stops, Concrete containing Ground-Granulated Blast Furnace Slag	25-70%			

Playground Surfaces, including rubber or plastic	90-100%			
Plastic Fencing for use to control snow, drifting sand, or as a safety barrier	90-100%			
Running Tracks. Including rubber or plastic	90-100%			
Plastic Park benches and Picnic Tables	100 %			
Plastic composite Park benches and Picnic Tables	100%			

Cement	ASTM C 595, "Standard Specification for Blended Hydraulic Cements" ASTM C 150, "Standard Specification for Portland Cement" AASHTO M 240, "Blended Hydraulic Cements"			
Concrete	ASTM C 618, "Standard Specification for Fly-Ash and Raw or Calcined Natural Pozzolans For Use as a Mineral Admixture in Portland Cement Concrete" ASTM C 311, "Standard Methods of Sampling and Testing Fly-Ash and Natural Pozzolans for Use as a Mineral Admixture in Portland Concrete Cement" ASTM C 989, "Ground-Granulated Blast Furnace Slag for Use in Concrete Mortars" AASHTO M 302, "Ground-Granulated Blast Furnace Slag for Use in Concrete and Mortars" American Concrete Institute Standard Practice ACI 226.R1, "Ground-Granulated Blast Furnace Slag as a Cementitious Constituent in Concrete"			
Aluminum Park benches and Picnic Tables	25%			
Concrete Park benches and Picnic Tables	15-40%			
Steel Park benches and Picnic Tables	25-30 % BOF/100% EAF			
Plastics Playground Equipment	100%			
Plastic Composites Playground Equipment	95-100%			
Steel Playground Equipment	25-30 % BOF/100% EAF			
Aluminum Playground Equipment	25%			
Garden hose, rubber or plastic	60-65% post-consumer materials			
Soaker hose, rubber or plastic	60-70% post-consumer materials			
Lawn/garden edging, plastic or rubber	30-100%			
Paper-based hydraulic mulch	100%			
Wood-based hydraulic mulch	100%			
Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste	100%			
HDPE lumber timbers and posts	75-100%			
Mixed plastics/Sawdust lumber timbers and posts	100%			
HDPE/Fiberglass lumber timbers and posts	95%			
Other mixed resins lumber timbers and posts	95-100%			
Latex Paint; white, off-white or pastel colors	20%			
Latex Paint; gray, brown, earth-tones, other dark colors	50-99%			
Consolidated Latex Paint (when color and performance don't matter).	100%			

Plastic Non-road Signs		80-100%			
Aluminum Signs		25%			
Plastic Sign Posts and Supports		80-100%			
Steel Sign Posts and Supports		25-30 % BOF/100% EAF			
Awards and Plaques	Glass	75-100			
	Wood	100%			
	Paper	40-100			
	Plastic and Plastic/ Wood Composite	50-100			

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

- 1) The product does not meet appropriate performance standards
- 2) The product is not available within a reasonable time frame
- 3) The product is not available competitively (from two or more sources)
- 4) The product is only available at an unreasonable price (compared with a comparable non-recycled content product.)

CERTIFICATION

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form complies with EPA standards for recycled/recovered materials content.

Contractor

Contract Inspector

END OF SECTION 01001

SECTION 01300 SUBMITTALS

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

PART 1 GENERAL

INTRODUCTION The following guidance is to be followed for all construction related submittals, all submittals required in Division 1 specifications and all submittals identified in Statements of Work as requiring Contracting Officer approval.

1.1 SUBMITTAL CLASSIFICATION/IDENTIFICATION

Throughout these specifications submittals may be identified with the prefix "SD" followed by a number. This number and prefix are for book keeping and record sorting in the system. The SD stands for submittal data and the number is a category, e.g., data, drawings, reports, etc. The submittal register shows either the title of the item being submitted or the number and title of the item being submitted.

These numbers, if used, may be different in different sections of these specifications for items with the same title.

- 1.1.1 SD-01 Data: Submittals that provide calculations, descriptions, or documentation regarding the work.
- 1.1.2 SD-04 Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.
- 1.1.3 SD-06 Instructions: Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.
- 1.1.4 SD-07 Schedules: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.
- 1.1.5 SD-08 Statements: A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.
- 1.1.6 SD-09 Reports: Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.
- 1.1.7 SD-13 Certificates: Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of this contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.
- 1.1.8 SD-14 Samples: Samples, including both fabricated and non-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.
- 1.1.9 SD-18 Records: Documentation to record compliance with technical or administrative requirements.
- 1.1.10 SD-19 Operation and Maintenance Manuals: Data that forms a part of an operation and maintenance manual.
- 1.1.11 Submittal Classification: Submittals are classified as follows:

- 1.1.11.1 Government Approved Government (Contracting Officer) approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction" they are considered to be "shop drawings." Submit in four (4) copies unless specific project specifies otherwise.
- 1.1.11.2 Information Only All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above. Submit in two (2) copies.

1.1.12 Basic Contract Submittals

Basic Contract submittals can be Government Approved or Information Only. Basic contract submittals are submittals that are generic in nature for all work under the MATOC and shall be identified by the Contractor (annotation of Basic Submittal in the remarks column of the Electronic Submittal Form) when providing his submittal register for approval in accordance with paragraph Submittal Register of this section. Basic contract submittals shall be submitted within 15 days of approval of the submittal register. The Contract Quality Control Plan, the Contract Safety Plan, the Infection Control Plan and submittals required by Section 01451 that impact the contract as a whole are mandatory Basic Contract Submittals.

1.1.13 Task Order Specific Submittals

Task Order specific submittals can be Government Approved or Information Only. These submittals are identified in each specific task order and describe task order specific requirements of materials and/or procedures. Task Order specific submittals shall be available at time of negotiations (as applicable) and submitted for final approval within 10 days of notice-to-proceed for the respective Task Order. The Contractor may request approval to use Task Order specific submittals as Basic Contract submittals.

1.2 APPROVED SUBMITTALS

The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error, which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After the Contracting Officer has approved submittals, no re-submittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not Applicable) PART 3 EXECUTION

3.1 GENERAL

The Contractor shall submit all items listed on the Submittal Register for each Task Order or specified in the other sections of these specifications. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same used in the contract drawings.

Submittals shall be made in the respective number of copies and to the respective addresses set forth in the task order. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative. And each item of the submittal shall be stamped, signed, and dated and each respective transmittal form (Electronic Material Submittal), or approved equivalent, shall be signed and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all transmittals regardless of classification (Information Only or Government Approved). Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples: O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

3.1.1 Submittals shall be submitted to the address specified by individual Task Orders:

3.2 SUBMITTAL REGISTER

Task Order Specific Submittals: Each Task Order will have a list of each item of equipment and material for which submittals are required by the Special Clauses and the Technical Specifications Divisions 1 through 16. The Contractor shall fill in the date entitled "Required Submission Date" and return 2 completed copies of the list to the Contracting Officer for approval within 10 calendar days after Task Order Notice to Proceed.

Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. As an example, a general category in the listing for Specification 15400 would be "Fixtures" which the Contractor may want to breakdown into individual entries such as "Toilet P-1, Lavatory P-2, etc." The line numbers in column 1 are to be assigned sequentially starting with "1" for each specification section.

The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the Task Order. This register, Contractor's schedule dates, and the progress schedules shall be coordinated.

3.3 TRANSMITTAL FORM (Form or approved equivalent)

The transmittal form (Material Submittal) shall be used for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. A reproducible form will be furnished to the Contractor. All the heading blank spaces in the form identifying each item submitted shall be properly and completely filled out. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.4 CROSS-REFERENCE (Contractor's Material Submittal Form)

To provide a cross-reference between the submittals of the Submittal Register and the Contractor's transmittal form the Contractor shall record on the Contractor's transmittal form the "transmittal numbers" assigned when submitting materials. DO NOT pre-assign transmittal numbers when preparing the submittal register. Additional comments and instructions may be inscribed on the transmittal form.

3.5 SUBMITTAL PROCEDURE Submittals shall be made as follows:

- 3.5.1 General: Shop drawings and Transmittal Form shall be submitted in the number of copies specified in subparagraphs 1.1.11.1 "Government Approved "and 1.1.11.2 "Information Only." The transmittal document shall be initiated by the Contractor in accordance with the instructions herein. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more Transmittal Forms shall be used per specification SECTION, however, never include more than one specification SECTION per form. Each submittal shall be complete, containing all information needed to determine contract compliance.
- 3.5.2 Approval of Submittals: All submittals shall be Contractor approved; however, certain specified submittals will also require Government approval. Government approval is required when submittals:
- 3.5.2.1 Are specially identified in the Submittal Register for Government approval, or
 - 3.5.2.2 Are extensions of design, or
 - 3.5.2.3 Depict deviation from the contract (such as an "or equal" decision), or
 - 3.5.2.4 Represent critical materials, or
 - 3.5.2.5 Involve equipment that must be checked for compatibility with an entire system.

All other submittals are for information only.

Before submission, Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for Contracting Officer use. Approval by Contractor shall be indicated on each shop drawing by an "Approval" stamp containing information as shown on stamp outline in paragraph

- 3.6 CONTRACTOR APPROVAL STAMP. Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement. Submittals not conforming to the requirements of this Section will be returned to the Contractor for correction and resubmittal.
- 3.6.1 Deviations: For submittals which include proposed deviations (variations) requested by the Contractor, a full description of the proposed deviation or deviations shall be provided on the transmittal form AND FOUR COPIES SUBMITTED for Government Approval. The Contractor shall set forth in writing the justification for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.
- 3.6.2 Certification: The contractor is responsible for and shall certify that the submittals comply with contract requirements.
- 3.6.3 Drawings: Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3- by 4-inch clear area adjacent. Title block shall contain subcontractors or fabricator's name, Contract number, description of item(s), bid item number, and a revision block. Contractor shall submit the required number of prints of any type, except blueprints. Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 1/2 inch at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

- 3.6.4 Printed Material: All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except 3- by 4-inch clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated.
- 3.6.5 Changes To Previous Submittals: It is the Government's intent to standardize equipment and materials utilized and installed in this contract. In the event the Contractor desires to change materials or equipment previously submitted, the Contractor must annotate the transmittal form as "Change to previous transmittal number ", and forward the submittal for Government Approval.
- 3.7 SAMPLES REQUIRING LABORATORY ANALYSIS : See SECTION: 01400 CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing. If testing is to be accomplished by the Contractor the requirements of the same section shall apply.
- 3.8 SAMPLES REQUIRING VISUAL INSPECTION: Samples requiring only physical inspection for appearance and suitability shall be handled in accordance with paragraph, 3.5 SUBMITTAL PROCEDURE.
- 3.9 FIELD TEST REPORTS: Routine daily tests such as soil density, concrete deliveries and routine pressure testing shall be delivered to the Contracting Officer with the daily Quality Control reports. See SECTION: 01451 CONTRACTOR QUALITY CONTROL for daily Quality Control Reports/Inspection Reports.
- 3.10 CONTROL OF SUBMITTALS: The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."
- 3.11 GOVERNMENT APPROVED SUBMITTALS (SUBMIT 5 COPIES if not via email and electronic version): Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being either digitally signed or stamped and dated. Submittals will be returned via email unless there is a need to send a hard copy. Supporting data for each submittal may be submitted via email as well. If sending via email is not possible due to large files, the government will retain three copies of the submittal and 2 (two) copies of the submittal will be returned to the Contractor.
- 3.12 PROCESSING OF GOVERNMENT APPROVED SUBMITTALS: Electronic Submittals and supporting data is the preferred method. Supporting data may be scanned in and sent via email with the electronic material submittal. The Government may request the Contractor to establish a shared drive to facilitate the approval of the submittals. Should this request be made, the Contractor shall provide the shared drive at no additional cost to the Government. If hard copies are required/provided, Five (5) copies of all submittals requiring Government approval shall be submitted. A completed copy of the Submittal Form attached to it shall identify each copy submitted. Submittals will be reviewed and processed as follows:
- 3.12.1 Approved as Submitted: Shop drawings which can be approved without correction will be stamped "Approved" and two prints, or two copies of catalog and other printed data, will be returned to the Contractor.
- 3.12.2 Approved Except as Noted: Shop drawings that have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and returned to the Contractor for correction. Distribution will be the same as for Approved as Submitted" submittals.
- 3.12.3 Approved Except as Noted – Resubmission required : Shop drawings that are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and returned to the Contractor for correction. Two prints, or two copies of catalog and other printed data, will be returned to the Contractor. The Contractor need only resubmit the part of the submittal showing the corrections.

- 3.12.4 Disapproved: Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on Material Submittal Form indicating the reason for disapproval. Distribution will be the same as "Approved Except as Noted" submittals.
- 3.12.5 Re-submittal will not be required for shop drawings stamped "Approved as Submitted" or "Approved Except as Noted" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "Approved Except as Noted-Resubmission required" or "Disapproved", the Contractor shall make corrections required, note any changes by dating the revisions to correspond with file change request date, and promptly resubmit the corrected material. Re-submittals shall reference the submittal number of the original rejected submittal. Government costs incurred after the first re-submittal will be charged to the Contractor.

3.13 INFORMATION ONLY SUBMITTALS (SUBMIT 3 COPIES if not via email and electronic version):
Normally submittals for information only will not be returned. Approval of the Government is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. The resubmittal shall be reclassified as Government approved submittal. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Office from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

- 3.13.1 Processing of Information Only Submittals: Electronic submittals or three copies of submittals that are submitted for information only shall be submitted prior to delivery of the material or equipment to the job site. Each copy submitted shall be identified by having a completed copy of the Contractor's Transmittal Form attached to it. Submittal Transmittal Form shall be marked as follows to identify the Contractor approved submittals. The words "Contractor approved -information copy only" shall be placed in the remarks block of the form.
- 3.13.2 Submittals will be monitored and spot checks will be made. When such checks indicate noncompliance, Contractor will be notified by the same method used for Government approvals. In the event the Contractor requests evidence of Government receipt of submittals, an additional completed Submittal Transmittal Form shall be submitted (without attachments) which will be returned to the Contractor to signify that the submittal has been received

3.14 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR:

CONTRACT NO.

TRANSMITTAL NO.

ITEM NO.

SPECIFICATION SECTION PARAGRAPH NO. APPROVED: YES NO APPROVED WITH
CORRECTIONS AS NOTED ON SUBMITTAL DATA

ON ATTACHED COMMENT SHEET SIGNATURE:

TITLE: DATE

CONTRACTOR'S REVIEW STAMP MAXIMUM SIZE 3-INCHES X 3-INCHES

3.15 TRANSMITTAL CHECK LIST

The following check list is intended to aid in the preparation of the submittal transmittal form and related transmittals and is intended only as a partial summary of requirements stated elsewhere within this specification.

- 3.15.1 DO NOT submit multiple 5-digit specification sections on one submittal transmittal form.
- 3.15.2 Transmittal # 1 shall be the Submittal Register. Subsequent submittals shall be numbered sequentially as submitted except for resubmittals. Resubmittals must be related to the parent (original) transmittal, i.e. transmittal no. 2 resubmittal would be number 2A, etc.
- 3.15.3 Government Approval; Submit 5 copies of enclosures; each with submittal transmittal form attached. Information only; Submit 3 copies of enclosures, each with submittal transmittal form attached and 1 additional copy (optional) of the Submittal Form.
- 3.15.4 Break the submittal into items that can be reviewed independently. For a transmittal with more than 9 items use multiple sets of Submittal Forms.
- 3.15.5 Item numbers must be written on the enclosures and the Submittal Form.
- 3.15.6 Only ONE copy with the information required by items 2 and 5 above should be collated by items into a booklet form.
- 3.15.7 Each item of an enclosure shall be "approval stamped" by the Contractor.
- 3.15.8 Enter the specification technical paragraph for each Item on the Submittal Form.
- 3.15.9 Identify the contract drawing number that applies, if applicable, on Submittal Form.
- 3.15.10 Variations shall be identified in on Submittal Form and justified on the form.
- 3.15.11 Cross out inapplicable portions of submitted data or point to exact equipment being used on the project.
- 3.15.12 Allow a minimum 30 days (15 days for Task Order Specific) for submittals requiring Government Approval. Justify exceptions for shorter periods.
- 3.15.13 SIGN the Submittal Form.

END OF SECTION 01300

SECTION 01451 CONTRACTOR QUALITY CONTROL

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the next by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740(1988) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329(1990) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Pricing Schedule for each task order.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in accordance with the clause entitled 52.246-12, "Inspection of Construction," in the Contract Clauses of this document.

The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction and demolition operations, both on-site and off-site, and shall be keyed to the proposed sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, **not later than 30 days** after award of the basic contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the Basic CQC Plan

The Basic CQC plan shall be submitted to cover the intended CQC organization for the entire contract (encompassing all task orders) and shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

- 3.2.2.1 A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system (see paragraph 3.6, Control) for all aspects of the work specified. **The staff shall include a CQC Manager** who shall report to the Project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.
- 3.2.2.2 The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
- 3.2.2.3 A copy of the letter to the CQC Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC Manager including authority to stop work which is not in compliance with the contract. The CQC Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters will also be furnished to the Government.
- 3.2.2.4 Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents. These procedures shall be in accordance with Section 01300 SUBMITTALS.
- 3.2.2.5 Control, verification and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- 3.2.2.6 Procedures for tracking preparatory, initial, and follow up control phases and control, verification, and acceptance tests including documentation.
- 3.2.2.7 Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- 3.2.2.8 Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

3.2.3 Task Order Addendum CQC Plan

For each individual task order submit a CQC Addendum Plan within 10 days of receipt of task order NTP. Proposed changes to file Basic Plan or items requiring additional details of description required implementing the Basic CQC Plan or of a site specific nature shall be covered in the Addendum Plan. Include a list of the definable features of work for the task order. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting. Any proposed changes to the basic CQC organization shall be approved before commencement of construction.

3.2.4 Acceptance of Plans

Acceptance of the Contractor's basic and addendum plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.5 Notification of Changes

After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 CQC Manager

The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC Manager or designated CQC staff representative shall be on the site at all times during construction and will be employed by the Contractor, except as noted in the following. An alternate for the CQC Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed 2 weeks at any one time. The requirements for the alternate will be the same as for the designated CQC manager.

3.4.2 CQC Organizational Staffing

A staff shall be maintained under the direction of the CQC manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member. The Contractor shall provide a CQC staff, which shall be at the site of work at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

3.4.2.1 CQC Staff

Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor will add additional staff at no cost to the Government. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2.2 CQC Manager

The CQC manager shall be an experienced construction person, with a minimum of 3 years construction experience on similar type work.

3.4.3 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff: Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

3.5 SUBMITTALS

Submittals shall be as specified in Section 01300 SUBMITTALS. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. The Government will furnish copies of test report forms upon request by the Contractor. The Contractor may use other forms as approved.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- 3.6.1.1 A review of each paragraph of applicable specifications.
- 3.6.1.2 A review of the contract plans.
- 3.6.1.3 A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- 3.6.1.4 A check to assure that provisions have been made to provide required control inspection and testing.
- 3.6.1.5 Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- 3.6.1.6 A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to "approved" shop drawing or submitted data, and are properly stored.
- 3.6.1.7 A review of the appropriate activity hazard analysis to assure safety requirements are met.
- 3.6.1.8 Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- 3.6.1.9 A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- 3.6.1.10 The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- 3.6.2.1 A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

- 3.6.2.2 Verification of full contract compliance. Verify required control inspection and testing.
- 3.6.2.3 Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.
- 3.6.2.4 Resolve all differences.
- 3.6.2.5 Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- 3.6.2.6 The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- 3.6.2.7 The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of work for the day or shift. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that will be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product, which conforms to contract requirements. The Contractor shall procure the services of a licensed testing laboratory. A list of tests to be performed shall be furnished as a part of the task order specific CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The Contractor shall perform the following activities and record and provide the following data:

- 3.7.1.1 Verify that testing procedures comply with contract requirements.
- 3.7.1.2 Verify that facilities and testing equipment are available and comply with testing standards.
- 3.7.1.3 Check test instrument calibration data against certified standards.
- 3.7.1.4 Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

- 3.7.1.5 Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract. Test results shall be signed by an Engineer Registered in the state where the tests are performed.

3.7.2 Testing Laboratories

Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority. All personnel performing concrete testing shall be certified by the American Concrete Institute (ACI).

3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the Task Order, the CQC manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

DOCUMENTATION.

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:

- 3.8.1 Contractor/subcontractor and their area of responsibility.
- 3.8.2 Operating plant/equipment with hours worked, idle, or down for repair.
- 3.8.3 Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- 3.8.4 Material received with statement as to its acceptability and storage.
- 3.8.5 Identify submittals reviewed, with contract reference, by whom, and action taken.
- 3.8.6 Off-site surveillance activities, including actions taken.
- 3.8.7 Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- 3.8.8 List instructions given/received and conflicts in plans and/or specifications.
- 3.8.9 Contractor's verification statement.

- 3.8.10 Separate reports shall be submitted by the responsible CQC inspectors for each individual Task Order. The report shall contain a record of inspections for all work accomplished subsequent to the previous report. Separate reports for different phases of work may be submitted by the responsible CQC inspectors or the reports may be consolidated into one report if all CQC activities and results are covered and the responsible CQC inspectors are identified.
- 3.8.11 These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in file work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government weekly, except that reports need not be submitted for weeks in which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work. All calendar days shall be accounted for throughout the life of the contract. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.9 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may Issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop work orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

END OF SECTION 01451

SECTION 01700

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

PART 1 GENERAL - AS-BUILT RECORDS AND DRAWINGS, O & M MANUALS, AND WARRANTY OF CONSTRUCTION

1. SUBMITTAL PROCEDURES

Submittals shall be made in accordance with SECTION 01300: SUBMITTALS. Submittal dates shall be as defined in this section.

2. AS-BUILT FIELD DATA:

- 2.1 General: The contractor shall keep at the construction site a complete set of full size black line prints or drawings/sketches, reproduced at contractor expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:
 - 2.1.1 The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
 - 2.1.2 The locations and dimensions of any changes within the building or structure, and the accurate location and dimensions of all underground utilities and facilities.
 - 2.1.3 Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.
 - 2.1.4 Correct elevations if changes were made in site grading from the contract plans.
 - 2.1.5 Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the *Contractor* including, but not limited to, fabrication, erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
 - 2.1.6 The topography and grades of all drainage installed or affected as part of the project construction.
 - 2.1.7 All changes or modifications from the design and from the final inspection.
 - 2.1.8 These deviations shall be shown in the same general detail and quality utilized in the contract drawings. Marking of the full-size drawing shall be performed continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.
- 2.2 Submittal of the As-built Field Data: The As-built Field Data shall be submitted to the Contracting Officer for review and approval five working days prior to the final inspection. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings to the Contracting Officer within 10 calendar days of receipt.

- 2.3 List Of Equipment-In-Place Contractor shall submit for approval, at the completion of construction, a list of equipment-in-place. This list shall be updated and kept current throughout construction, and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. The EQUIPMENT-IN-PLACE list shall be comprised of all equipment falling under one or more of the following classifications:
- 2.3.1 Each piece of equipment listed on the mechanical equipmentschedules.
 - 2.3.2 Each electrical panel, switchboard, and MCC panel.
 - 2.3.3 Each transformer.
 - 2.3.4 Each piece of equipment or furniture designed to be movable.
 - 2.3.5 Each piece of equipment that contains a manufacturer's serial number on the nameplate.

END OF SECTION 01700