

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-08-R-0013-0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05-Dec-2008	PAGE OF PAGES 1 OF 46
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO. W911XK-09-C-0001	5. REQUISITION/PURCHASE REQUEST NO. W56MES81762566	6. PROJECT NO.
-------------------------------------	---	----------------

7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226  TEL: (313) 226-5148      FAX: (313) 226-2209	CODE W911XK	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL:      FAX:
--	----------------	---

9. FOR INFORMATION CALL:	A. NAME THOMAS O MCKAY	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 313 226-6433
--------------------------	---------------------------	--

**SOLICITATION**

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

FY08 Renovation of the Human Resources Office at the Veterans Affairs Milwaukee location.

This project is a complete 8(a) program set-aside.

The NAICS code is 236220. The Business Size Standard is \$31,000,000.

The estimated cost range is \$1,000,000 to \$5,000,000.

11. The Contractor shall begin performance within 10 calendar days and complete it within 230 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See FAR 52.211-10 \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
--	--------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 06 Nov 2008 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*  
 NUVO CONSTRUCTION COMPANY INC  
 6045 NORTH 55TH STREET  
 MILWAUKEE WI 53218

15. TELEPHONE NO. *(Include area code)*  
 (414) 464-6860

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

**See Item 14**

CODE  
3D2C6

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT

**\$2,286,330.00**

23. ACCOUNTING AND APPROPRIATION DATA

**See Schedule**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

**ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

**See Item 7**

27. PAYMENT WILL BE MADE BY:

CODE

964145

USACE FINANCE & ACCOUNTING CENTER  
5722 INTEGRITY AVENUE  
MILLINGTON TN 38054

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

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return 1 copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. REF: Rev. proposal dated 25 Nov 08

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

MARILYN R HILL / Added by SUMI

30B. SIGNATURE

30C. DATE

TEL: (313) 226-5148

EMAIL: marilyn.r.hill@lre.usace.army.mil

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY *Marilyn R Hill*

05-Dec-2008

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization & Demobilization FFP FOB: Destination MILSTRIP: W56MES81762566 PURCHASE REQUEST NUMBER: W56MES81762566	1	Lump Sum	\$3,797.00	\$3,797.00
					NET AMT
					\$3,797.00
					ACRN AB
					CIN: 00000000000000000000000000000000
					\$3,797.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Design of Building Renovation FFP Building 6, Wing C, Ground Floor and First Floor. Structural, Carpentry, Plumbing, HVAC, Roofing Repairs, Mechanical, Electrical Systems, Demolition & Removal, Relocate existing Sprinkler System to accommodate new office layout.  FOB: Destination MILSTRIP: W56MES81762566 PURCHASE REQUEST NUMBER: W56MES81762566	1	Lump Sum	\$182,532.00	\$182,532.00
					NET AMT
					\$182,532.00
					ACRN AB
					CIN: W56MES817625660002
					\$182,532.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Construct Renovation at Building 6 FFP Wing C, Ground floor and First floor FOB: Destination	1	Lump Sum	\$1,909,811.00	\$1,909,811.00
					<hr/>
NET AMT					\$1,909,811.00
ACRN AB CIN: 00000000000000000000000000000000					\$1,909,811.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Design - Replace Existing Built-up Roof FFP OPTION 1 - (Building 6, Wing C) FOB: Destination	1	Lump Sum		\$0.00
					<hr/>
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Construct/Replace Existing Built-up Roof FFP OPTION 1 - (Building 6, Wing C) FOB: Destination	1	Lump Sum		\$0.00
					<hr/>
NET AMT					\$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Asbestos Survey & Removal FFP FOB: Destination	1	Lump Sum	\$74,574.00	\$74,574.00
					<hr/>
NET AMT					\$74,574.00
ACRN AB					\$74,574.00
CIN: 00000000000000000000000000000000					

NOTE

This is a firm fixed price contract; however an audit by the Defense Contract Audit Agency (DCAA) has been requested to validate the Contractor's proposed Overhead and G&A rates. An adjustment for any difference between the proposed rate and the DCAA audited rate will be accomplished via a modification after award.

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 236220 - assigned to contract number \_\_\_\_\_.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic and hydrographic surveys.

(b) Weather conditions: The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.

(c) Transportation facilities: The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads.

(d) Use of Project Site: Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information physical data.

(End of clause)

## 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

## 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## 252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

**Wisconsin District Office, 310 W Wisconsin Ave, Ste 400, Milwaukee, WI 53203**

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

## 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

<u>Drawing No.</u>	<u>Title</u>
1	Cover Sheet
2	Building 6, Wing C, Ground Floor Plan View of Existing Conditions. Existing Lower Level.
3	Building 6, Wing C, Ground Floor Schematic of 10% Design. Required Lower Level.
4	Building 6, Wing, C, First Floor Plan View of Existing Conditions. Existing Upper Level.
5	Building 6, Wing C, First Floor Schematic of 10% Design. Required Upper Level.

NOTE: After receipt of the RFP, the Design Build firm shall contact the Corps of Engineers COR, who will coordinate with the VA throughout the contract period. The contractor shall visit the VA Facility Engineer's office to review the available file information and copy all plans it determines necessary to understand and accomplish all work and to produce a cost estimate.

The contractor shall document all file information and plans necessary for this project, and provide an electronic copy of all documents and plans used in the design effort to the Corps of Engineers COR.

Department of Veterans Affairs primary Point of Contact:

Mr. Mark Wisniewski  
Clement J. Zablocki Medical Center  
5000 West National Avenue  
Milwaukee, Wisconsin 53295  
414-384-2000, extension 41085

Alternate VA Point of Contact: Jeff Dulka

(End of clause)

## Section 00800 - Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

AB: 96X31220000 082427      3230KFC74L099990      NA 96203  
 AMOUNT: \$2,286,330.00  
 CIN 00000000000000000000000000000000: \$2,103,798.00  
 CIN W56MES817625660002: \$182,532.00

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use **not later than 230 calendar days after issuance of notice to proceed. Construction shall be completed not later than 123 calendar days after Government concurrence of the design, including any exercised options.** The time stated for completion shall include final cleanup of the premises and Government reviews.

(End of clause)

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$750 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

## Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the [USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226](#) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall

process the NACs and forward visit requests/results of NAC to the [USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226](#) Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the [USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226](#) Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

## DESIGN BUILD CLAUSES

### **SECTION 00800**

#### **SPECIAL CONTRACT REQUIREMENTS**

#### **1.0 GENERAL**

- 1.1. REFERENCES - NOT USED
- 1.2. DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE (AUG 97)
- 1.3. PROPOSED BETTERMENTS (AUG 97)
- 1.4. SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR (MAR 06)
- 1.5. PARTNERING (AUG 97)
- 1.6. KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)
- 1.7. RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 02)
- 1.8. WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 02)
- 1.9. CONSTRUCTOR'S ROLE DURING DESIGN (JUN 98)
- 1.10. VALUE ENGINEERING AFTER AWARD (JUNE 99)
- 1.11. DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)

- 1.12. GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 02)
- 1.13. GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 03)
- 1.14. GOVERNMENT RE-USE OF DESIGN (MAY 06)
- 1.15. ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENT (MAY 06)
- 1.16. US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (MAR 06)
- 1.18. SITE SAFETY AND HEALTH OFFICER REQUIREMENTS AND QUALIFICATIONS (DEC 06)
- 1.19. AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 1.20. DIGGING/EXCAVATION PERMITS
- 1.21. WAGE RATES
- 1.22. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15  
(31 OCT 89) 2 January 1991
- 1.23. COMPLIANCE WITH POST/BASE REGULATIONS.  
1 August 1996
- 1.24. IDENTIFICATION OF VEHICLES AND PERSONNEL
- 1.25. PROGRESS PHOTOGRAPHS
- 1.26. SCAFFOLDING
- 1.29. WORK SCHEDULING
- 1.30. UNAUTHORIZED PERSONNEL
- 1.31. HAZARDOUS MATERIAL USAGE
- 1.32. HAZARDOUS WASTE
- 1.33. SECURITY REQUIREMENTS
- 1.34. STORAGE
- 1.35. TRANSPORTATION, HANDLING AND STORAGE
- 1.36. WEATHER PROTECTION AND TEMPORARY HEATING
- 1.37. DAMAGES, REPAIRS
- 1.38. SPECIAL CONDITIONS
- 1.39. SOLID WASTE MANAGEMENT
- 1.40. AIR EMISSIONS
- 1.41. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)
- 1.42. COORDINATION WITH GOVERNMENT ACTIVITIES
- 1.43. GREEN PROCUREMENT & POLLUTION PREVENTION
- 1.44. SMOKING POLICY
- 1.45. SPILL CONTROL and RESPONSE

**2.0 PRODUCTS NOT USED**

**3.0 EXECUTION NOT USED**

**GENERAL**

## 1.1 REFERENCES - NOT USED

## 1.2 DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE (AUG 97)

- (a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.
- (b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:
  - (1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.
  - (2) The provisions of the solicitations. (See also contract Clause: 52.236- 21, ***SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.***)
  - (3) All other provisions of the accepted proposal.
  - (4) 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 contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

## 1.3 PROPOSED BETTERMENTS (AUG 97)

- (a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.
- (b) "Betterment" is defined as any component or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all betterments identified in the proposal and/or all Government identified betterments. Betterments shall be documented in writing and authorized only by the Contracting Officer.

## 1.4 SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR (MAR 06)

Contract Clause 52.219-14, ***LIMITATIONS ON SUBCONTRACTING***, is the applicable requirement for awards to small business concerns for solicitations that were fully or partially set-aside for Small Business, 8(a), or award to a small disadvantaged business (SDB) concern on an unrestricted procurement where an SDB concern has claimed a price evaluation preference (but see next paragraph for suspension of the SDB price preference).

## 1.5 PARTNERING (AUG 97)

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the VA, the Corps of Engineers, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

1.6 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)

In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

1.7 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 02)

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.
- (b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.
- (c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.
- (d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

1.8 WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 02)

- (a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement **RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN**.
- (b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.
- (c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.
- (d) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

## 1.9 CONSTRUCTOR'S ROLE DURING DESIGN (JUN 98)

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

## 1.10 VALUE ENGINEERING AFTER AWARD (JUNE 99)

- (a) In reference to Contract Clause 52.248-3, **VALUE ENGINEERING - CONSTRUCTION**, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.
- (b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.
- (c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.
- (d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

## 1.11 DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)

- (a) The Contractor shall obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.
- (b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.
- (c) Any revision to the design, which deviates from the contract requirements (i.e., the Request for Proposals and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.
- (d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any

Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

- (e) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

1.12 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 02)

This is to clarify that contract clause 252.236-7001, **CONTRACT DRAWINGS AND SPECIFICATIONS**, refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

1.13 GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 03)

This is to clarify that contract clause 252.236-21, **SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION**, refers to any specifications and drawings furnished in the Request for Proposal (RFP). The term "specifications" refers to the design criteria or scope of work, in addition to any attached specifications.

1.14 GOVERNMENT RE-USE OF DESIGN (MAY 06)

In conjunction with the Clause 252.227-7022, **GOVERNMENT RIGHTS UNLIMITED**, the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and as-built documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

1.15 ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENT (MAY 06)

- (a) As an incentive for maintaining satisfactory progress, The Government offers to make an interim monthly progress payment for satisfactory design and construction work in compliance with the contract, while construction operations are underway, up to turnover of the facilities to the Government. This is a second monthly progress payment, in between the regular monthly progress payment that is described in Contract Clause 52.232-5, **PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS**.
- (b) As a condition for the additional progress payment, the Contractor must maintain progress within 2% of scheduled progress and within 7 calendar days of the scheduled progress along the critical path(s) at the time of submission.
- (c) All requirements of the contract clauses **PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS** and 52.232-25, **PROMPT PAYMENT**, will apply to the interim progress payment. In lieu of submitting an updated progress schedule to substantiate the amounts included in the interim progress payment, the Contracting Officer will determine what documentation is required to support an interim payment, including the required Prompt Payment Certification. For the next regular monthly progress payment following an interim payment, the Contractor shall reconcile the interim progress payment against actual progress.

1.16 US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (MAR 06)

In accordance with Contract Clause 52.236-13, **ACCIDENT PREVENTION**, the Contractor shall comply with the latest version of Engineer Manual 385-1-1, including any interim revisions, in effect at the time of the solicitation. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil/hqhome/>. At the HQ homepage, select HQ Offices, scroll to Safety & Occ. Health; at the Safety and Occupational Health Home page, select EM 385-1-1, then most recent dated edition & changes, English Version (controlling with changes), then Changes to EM 385-1-1.

1.18 SITE SAFETY AND HEALTH OFFICER REQUIREMENTS AND QUALIFICATIONS (DEC 06)

(a) The Contractor shall employ a competent person at each project to function as the Site Safety and Health Officer (SSHO) in accordance with EM 385-1-1, Section 01.A.17. Based on project size and complexity, the SSHO will have at least the minimum qualifications listed below. Submit the qualifications of the proposed SSHO for Government Approval.

(b) The SSHO may be a collateral duty responsibility. The SSHO shall have, as a minimum:

- (1) 3 years safety work on similar type construction, and
- (2) The 30-hour OSHA construction safety class or equivalent within last 3 years and
- (3) Competent person training as required based on applicability (Scaffolds, Cranes, Fall Protection, Confined space, or others).

1.19 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(c) Interruptions of Utilities

(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. As soon as actual shutdown date is known, the Contractor shall notify the Contracting Officer in writing requesting approval at least ten (10) work days prior to requested shutdown.

(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.

(3) Utilities shall not be shut down for more than 4 hrs.

(End of clause)

1.20 DIGGING/EXCAVATION PERMITS

When digging is required, the contractor shall complete facility excavation permits as required by the VA.

1.21 WAGE RATES  
1 February 1995

The decision of the Secretary of Labor, covering rates of wages, including fringe benefits to be paid laborers and mechanics performing work under this contract, is attached hereto. The payment for all classes of laborers and mechanics actually employed to perform work under the contract will be specified in the following contract clauses: DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, and THE COPELAND ACT.

Wage decisions included are: WI 20070001

The Building decision applies to construction of the building.

1.25 PROGRESS PHOTOGRAPHS

The monthly photography shall be performed between the first and fifth of each month, and the CDs, with digital photos, delivered no later than the 10th of each month taken. A minimum of six views from different positions shall be taken as directed to show, inasmuch as possible, work accomplished during the previous month, and a minimum of six views shall be taken of the completed work. Additional views and positions may be required by the Contracting Officer to depict the work done.

The contractor shall provide a video recording of the exterior of the building both prior to construction and following construction completion. All exterior building and site features shall be recorded where the contractor's equipment or materials are to be located.

Photos shall be at least 4 megapixels and in JPEG format. Each CD shall be identified with the date made, contract title and number, location of work, as well as a brief description of work depicted.

Two sets of CDs and videos shall be made with one set provided to the VA and the other delivered to:

Lynn Ewing, P.E.  
Northern Area Office  
Chicago District  
US Army Corps of Engineers

No separate payment will be made for these services and all costs in connection thereto shall be considered a subsidiary obligation of the Contractor.

1.26 SCAFFOLDING  
July 2003

The following requirements supplement EM 385-1-1. In the event of a conflict between these requirements and EM 385-1-1, the more strict requirement shall take precedence.

All scaffold systems shall be erected, inspected and disassembled under the direction of a competent person. The competent person must be present and on site during these operations. The qualifications

and training of the competent person and the crew performing the work shall be submitted to the Contracting Officer and accepted prior to commencement of the work. All scaffold systems must be inspected daily and certified as usable prior to use each days use by the competent person. Scaffolds shall also be inspected and certified by the competent person upon completion of any changes to the scaffolding system i.e. adding or removing a level or etc. The competent person must be present and on site during these changes to the scaffold system. The contractor shall develop a system that notifies all parties of the certification status. The use a red/green tag system denoting the serviceability is an acceptable certification system.

A scaffolding erection plan shall be submitted for all scaffold systems regardless of type scaffold to be used. This plan shall include erection and dismantling operations and all manufacture's details of the system and shall demonstrate compliance with EM 385-1-1. The plan shall be accepted by the Contracting Officer prior to the erection of the scaffold. This plan shall be reviewed at the preparatory and initial meetings with all parties involved in the scaffolding operation and use thereof. In the event others crafts will be using the scaffolding system, they shall also be briefed on the proper use of the system.

Every level of conventional and masonry type scaffolding systems shall be fully planked and include handrails and toe boards. The contractor is advised that he must analyze the added weight of this requirement on the capacity of the scaffold system and adjust his operations accordingly. All personnel erecting and dismantling scaffolds must be protected by a personal fall protection system.

Access to any type scaffold system above 6 (six) feet shall be by stair tower.

## 1.29 WORK SCHEDULING

Unless otherwise indicated by special project phasing instructions, the Contractor shall be prepared to pursue the contracted work during the Contract Normal Working period of 7:30 a.m. to 4:00 p.m., Monday through Friday, exclusive of recognized Federal holidays outlined hereunder, and the Friday after Thanksgiving. The following are the Federal Holidays: New Year's Day, 1 January; Martin Luther King JR's Birthday, 3rd Monday in January; Washington's Birthday, 3rd Monday in February; Memorial Day, the last Monday in May; Independence Day 4th of July; Labor Day, 1st Monday in September; Columbus Day, 2nd Monday in October; Veteran's Day, 11th of November; Thanksgiving Day the 4th Thursday in November; and Christmas Day, 25th of December.

a. The Installation Buildings are places of employment for the Government employees and are occupied by the Government employees during the Government employees' working hours. All machines, equipment and activities that emit Toxic, Hazardous And Offensive Fumes, Odors, Vapors, Chemicals, Smells, that are offensive and impact the Government employees and that generate noise that also adversely impacts the Government Employees, shall not be allowed during those Government employee's working hours and shall be carried out at the Government Non-work hours. Also, all toxic, hazardous and offensive fumes, odors, vapors chemicals, smells, that are offensive and impact the Government employees MUST be removed and dissipated from the buildings prior to daily occupancy of the buildings at 6:00 AM. and the buildings shall be free and fully be meeting the above safety & health provisions and provide a functional place of employment. The Government employees working hours are 6:00 a.m. to 6:00 p.m., Monday through Friday, (all other working week day hours are considered Government Non-work hours). Offensive Painting Operations, and other contractual tasks that emit fumes / odors / chemicals that are offensive and impact the Government employees shall be carried out at Government Non-work hours. Furthermore, if there are fumes / odors / vapors / chemicals still being emitted during the Government Employees working hours, then the contractor shall provide means and methods to ventilate the areas and assure a safe working environment for the Government employees.

- b. Shutoff of utilities that will cause interruption of Government work operation as determined by the Contracting Officer shall be accomplished during Government non-work hours or on non-work days of the Using agency without any additional cost to the Government.
- c. 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 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 accomplished sufficiently in advance to allow scheduling of inspection forces. The above precautions are to ensure construction inspection and recording of work proceedings.
- 1.31 HAZARDOUS MATERIAL USAGE
- 1.31.1 The Contractor shall establish a hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported using the Contractor HM Identification Form to the Contracting Officers Representative (COR) who will in turn inform other applicable personnel. The Contractor HM Identification Form will be provided to the Contractor at or prior to the Pre-Construction meeting. Additional HM needed by the Contractor shall be identified to the (COR) for approval.
- 1.31.2 The Contractor planning to use HM for the work must register, through the COR, with the VA Environmental Manager, prior to start of work in order to support the installation's compliance with Executive Order 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements. The definition of hazardous material is located in Fed Std 3 13C, dated 1 March 1988.
- 1.31.2.1 The contractor's subcontractors shall process all hazardous materials through the COR, with the VA Environmental Manager, when they come on the property and all containers must be processed through the VA Environmental Manager before they leave the property. The contractor shall assure that their subcontractors are aware of the hours of the VA Environmental Manager for processing materials.
- 1.31.3 The contractor shall not store or dispose of Hazardous or toxic materials on VA property. This does not include temporary accumulation of a limited quantity of a material used in support of the contract and processed through the VA Environmental Manager.
- 1.31.4 All (Hazardous) material used by the contractor/subcontractor on the VA property shall be processed through the VA Environmental Manager and bar coded. Contact the VA Environmental Manager for hours of operation.
- (1) At the end of the contract, the contractor will check out through the VA Environmental Manager. Hazardous waste will be disposed of through the VA Environmental Manager.
  - (2) All hazardous material brought on the installation shall have a MSDS and a copy of the MSDS will be given to the VA Environmental Manager during check in.
- 1.31.5 The Contractor shall maintain Contractor HM Identification Form for HM on the job site for inspection/verification.
- 1.31.6 Contracting Officer's Representative will verify that the HM identified is the only HM in use on the job site.
- 1.31.7 Contractors shall provide the following to the C.O.R.:
- 1.31.7.1 Provide a list of each material and quantity of material for all proposed HM.

- 1.31.7.2 Provide a material safety data sheet (MSDS) for each item on the list.
- 1.31.8 The Contractor shall accompany the Contracting Officer’s Representative (COR) and the installation 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. The Corps of Engineers and the VA Environmental Manager will conduct a site walk-through at two times; the first after asbestos, lead, and mold removal, and the second upon completion of construction.
- 1.31.9 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 modification may be required, subject to equitable adjustment under the terms of the contract.

**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 DA installation

Note: This form is good for a one-month period and is to be submitted to the Contracting Officer’s Representative. All HM (hazardous material) used thereafter will be identified to the Contacting Officer's Representative for approval. See Part II for Contractor close-out procedures.

\*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:

Signature

Date: \_\_\_\_\_

Contractor

\_\_\_\_\_

\_\_\_\_\_

Contracting Officer's Representative

\_\_\_\_\_

\_\_\_\_\_

Environmental Manager

\_\_\_\_\_

\_\_\_\_\_

1.32 HAZARDOUS WASTE

1.32.2 Hazardous waste is defined in 40CFR261.3

1.32.3 The contractor shall not store or dispose of Hazardous or toxic materials on VA property from any source.

1.32.5.2 The Contractor can establish a satellite accumulation point

1.32.5.2.1 The satellite accumulation point must be managed IAW with all state and federal laws.

1.32.5.2.2 The contractor must provide all training documentation for the satellite accumulation point operator prior to establishing the point.

1.32.7 Universal Waste

1.32.7.2 Universal waste includes:

- 1.32.7.2.1 Mercury (used in fluorescent light tubes switches and thermostats)
- 1.32.7.2.2 Lead acid batteries.
- 1.32.8.1 Asbestos
- 1.32.8.2 PCBs
  - 1.32.8.2.1 Light ballasts
  - 1.32.8.2 Contractor shall collect, package and properly label.
- 1.33 SECURITY REQUIREMENTS
  - 1.33.1 The Contractor shall comply with all security regulations imposed by the VA. Any necessary security clearances shall be obtained prior to commencement of work.
  - 1.33.2 The Contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.
  - 1.33.3 Security Conditions for RELEASE of Plans and drawings:  
Security Requirement: CONDITIONS FOR RELEASE of Plans and drawings to Contractors/ A/E's and others:
    - 1.33.3.1 Released U.S. Government (USG) information is to be used for the purpose of this contract only, and will not be released to third parties without approval from US Army Corps of Engineers. Upon project completion, this information is to be destroyed or surrendered to the USACE COR.
    - 1.33.3.2 No reproduction of released USG information is authorized for other than the contract's legitimate purpose.
    - 1.33.3.3 Access to this information is to be controlled as UNCLASSIFIED / FOR OFFICIAL USE ONLY; and shall not be available for distribution under the Freedom of Information Act (FOIA).
    - 1.33.3.4 Information that is provided to the Contractors & A/E's from the USG will be returned to the USG when no longer needed, or at the end of the contract. Under special provisions the USG may authorize the contractor to destroy the information by shredding (paper) or degaussing (magnetic media) to make unreadable and unrecoverable. Confirmation of destruction will be provided to the USG.
    - 1.33.3.5 All information and drawing provided shall not be posted on any internet web site
- 1.34 STORAGE
  - 1.34.1 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.
  - 1.34.2 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.

### 1.35 TRANSPORTATION, HANDLING AND STORAGE

1.35.1 The Contractor shall coordinate with suppliers and shippers to ensure 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 will not provide storage other than that available at the project site.

1.35.2 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. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with the previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material remove from the job site for temporary storage until reuse shall be the responsibility of the Contractor.

### 1.36 WEATHER PROTECTION AND TEMPORARY HEATING

1.36.1 The Contractor shall provide and maintain weather protection as may be required to properly protect all parts of the structure from damage during construction.

1.36.2 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.

### 1.37 DAMAGES, REPAIRS

1.37.1 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.

1.37.2 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.

### 1.38 SPECIAL CONDITIONS

1.38.1 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 Base.

1.38.2 The Contractor shall be responsible for the coordination of his work with base 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.

### 1.39 SOLID WASTE MANAGEMENT

1.39.1 A waste management plan shall be submitted within 15 days after award of a delivery order and prior to initiating any site preparation work.

- 1.39.1.1 The plan shall include the following:
- a. Name of individuals on the Contractor's staff responsible for waste prevention and management.
  - b. Actions that will be taken to reduce solid waste generation.
  - c. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
  - d. Characterization, including estimated types and quantities, of the waste to be generated.
  - e. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
  - f. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity.
  - g. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified. Include expenses for the removal and disposal of building materials through demolition, recovery, reuse and recycling techniques that will not otherwise be offset by revenue, savings, or cost avoidance within the contract.
  - h. Identification of materials that cannot be recycled/reused with an explanation or justification.

- 1.39.2 By the 15th of each month the contractor shall provide the following information to Contracting Officers Representative:
- (1). Quantity of waste generated in cubic yards or tons;
  - (2). Quantity of waste diverted through sale, reuse, or recycling in cubic yards or tons;
  - (3). Quantity of waste disposed by landfill or incineration in cubic yards or tons.

Types of C&D Waste

Project Phase	C&D Debris
Construction	Mixed rubble, wood, roofing, wall board, insulation, carpet, pipe, plastic, paper, bricks, lumber, concrete block, metals
Demolition	Mixed rubble, concrete, steel beams, bricks, wood, lumber, wallboard, insulation, carpet, pipes, wire, equipment, fixtures
Excavation	Earth, sand, stones, wood
Roadwork	Asphalt, concrete, earth
Site Clearance	Trees, brush, earth, top soil, concrete, mixed rubble, sand, steel, paper, plastic, garbage, rubbish

- 1.39.3 The records shall be made available to the Contracting Officer during construction, and a copy of the records shall be delivered to the Contracting Officer upon completion of the construction.
- 1.39.4 Disposal of solid waste, including construction and demolition (C&D) debris is the responsibility of the contractor.
- 1.39.5 The contractor shall divert 50% of C&D waste by weight from landfill disposal.
- 1.39.5.1 The contractor shall make an effort to deliver non-hazardous materials to a commercial recycler and provide the US Army Corps of Engineers with a summary of weights of materials recycled.
- 1.39.6 The Contractor shall not use the installations dumpsters and custodial services. The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products/materials and separated by one of the following methods.

- 1.39.7 Reuse. First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in this project.
- 1.39.8 Recycle. Waste materials that are not suitable for reuse, but do have value as a recyclable, shall be recycled whenever economically feasible.
- 1.39.9 Non-hazardous waste. Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.
- 1.40 AIR EMISSIONS
- 1.40.1 OZONE DEPLETING CHEMICALS (ODC). (ODC and ODS are used interchangeably)
- 1.40.1.1 Only equipment using refrigerants listed by the EPA Strategic New Alternatives Program (SNAP) are acceptable. Equipment must be labeled with type of chemical used and date installed. As built drawings shall include location, installation date and type of refrigerant used.
- 1.40.1.2 The use of Class I or II ODCs are not by themselves damaging to the environment provided the refrigerant does not leak during operation and is recovered upon retirement of the equipment. All personnel maintaining, repairing or replacing ODCs must be licensed and their equipment must be certified. Licenses and equipment certification must be retained on site and copy submitted to the C.O.R. prior to the start of work.
- 1.40.1.4 Class I and Class II ODCs are defined in Section 602(a) & (b) of the Clean Air Act.
- 1.40.2 Fugitive Dust
- 1.40.2.1 The contractor shall control fugitive dust in and around the work site. The Contractor shall establish dust control measures to maintain excavations, stockpiles, haul roads, and other work related areas within or outside the project boundaries free of particulate release that would exceed environmental regulations or would cause a hazard or nuisance. Sprinkling as a control must be repeated to keep area damp. The Contractor shall provide sufficient equipment and water source for adequate wetting. Keep haul roads clean of soil or other debris.
- 1.40.3 Indoor Air Quality
- 1.40.3.1 The contractor shall prevent dust created during the performance, from migrating outside the work areas. Specific preventative measures may include but not limited to constructing an enclosure around the work area (including above the drop ceiling), blocking intake ducts or sweeping/vacuuming daily outside the work.
- 1.41 ENVIRONMENTAL MANAGEMENT (EM)
- 1.41.1 Any National Environmental Policy Act (NEPA) requirements, including coordination with the Wisconsin State Historic Preservation Office (SPHO), will be completed by the Veterans Administration prior to construction.
- 1.41.2 The Contractor shall participate in EM meetings on scheduled monthly basis.
- 1.42 COORDINATION WITH GOVERNMENT ACTIVITIES

- 1.42.1 If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer 15 working days prior to commencing work and shall be subject to C.O.R. approval. Written requests for street closing will be submitted for approval of the C.O.R. five working days prior to closing the street.
- 1.42.2 Work in connection with this contract which requires utility outages, electrical, water, gas, steam, etc., which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the Contractor at a time other regular work period of the organization occupying the facility. Work required by the Contractor on non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages will be submitted to the Civil Engineers, in writing, seven working days prior to commencing work and shall be subject to his/her approval.
- 1.43 GREEN PROCUREMENT & POLLUTION PREVENTION
- 1.43.1 AUTHORITY AND REFERENCES
- 1.43.1.1 The Resource Conservation and Recovery Act (RCRA), Section 6002 (42 U.S.C. 6962)
- 1.43.1.2 Executive Order (EO) 13101, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition.
- 1.43.1.3 Title 40, Code of Federal Regulations (CFR), Part 247, Comprehensive Procurement Guideline for Products containing Recovered Material.
- 1.43.1.4 Federal Acquisition Regulations (FAR)
- 1.43.1.5 Section 9002 of the Farm Security and Rural Investment Act of 2002
- 1.43.2 SUBMITTALS
- 1.43.2.1 The contractor shall submit for approval all material and equipment to be installed. The Government may designate 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 SUBMITTAL PROCEDURES.
- 1.43.2.1.1 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.
- 1.43.2.1.2 SD-13 Certificates Product Certificates; GA  
The Contractor shall submit documentation certifying that products meet or exceed the specified requirements.
- 1.43.2.1.3 SD-14 Samples Product Samples; GA  
The Contractor shall submit samples of the product intended for use for project record.
- 1.43.3 DEFINITIONS 3 GREEN PROCUREMENT TERMINOLOGY  
Affirmative Procurement Program (APP) - a program assuring Guideline items composed of recovered materials will be purchased to the maximum extent practicable, consistent with Federal law and procurement regulations.
- 1.43.3.1 Bio-based Product – A commercial or industrial product (other than food or feed) that utilizes biological products or renewable domestic agricultural (plant, animal, and marine) or forestry

- materials. The USDA maintains the official bio-based products list <http://www.bioproducts-bioenergy.gov/>
- 1.43.3.2 Certification - provided by offerors/bidders/vendors, it is written documentation certifying the percentage of recovered materials contained in products or to be used in the performance of the contract is at least the amount required by applicable specifications or other contractual requirements. Certification on multi-component or multi-material products should verify the percentage of post-consumer waste and recycled material contained in the major constituents of the product.
- 1.43.3.3 Comprehensive Procurement Guideline (CPG), EPA designated items that must contain recycled content when purchased by federal, state, and local agencies, or by government contractors using appropriated federal funds. Under EO 13101, EPA is required to update the CPG every 2 years with new recovered content products. <http://www.epa.gov/cpg/index.htm>
- 1.43.3.4 Designated Products are products that are or can be made from recovered materials that have been designated in the CPG through EPA's formal rule making process. Also referred to as "designated items." EPA maintains the designated products list at <http://www.epa.gov/cpg/products.htm>
- 1.43.3.5 Environmentally Preferable – products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- 1.43.3.6 Executive Order 13101 entitled "Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition". EO 13101 was signed on September 14, 1998. This Order replaces EO 12873 and reinforces the federal government's buy-recycled efforts.
- 1.43.3.7 Executive Order 13148 entitled "Greening the Government Through Leadership In Environmental Management". EO 13148 was signed on 22 April 2000. This Executive Order integrates environmental accountability into policy, mission, operations, and management to include long-term planning, and day-to-day decision making and replaces EO 12856.
- 1.43.3.8 Federal Agency means any department, agency, or other instrumentality of the Federal Government, any independent agency or establishment of the Federal Government including a government corporation, and the Government Printing Office. Military departments, as defined in 5 U.S.C. 102, are covered under the auspices of the Department of Defense. Green Procurement is the purchasing of environmental preferable products and services in accordance with one or more of the established Federal "green" procurement preference programs.
- 1.43.3.9 Material Specification means a specification that stipulates the use of certain materials to meet the necessary performance requirements.
- 1.43.3.10 Minimum Content Standard - the minimum recovered material content specifications set to assure the recovered material content required is the maximum available without jeopardizing the intended item use or violating the limitations of the minimum content standards set forth by EPA's guidelines.
- 1.43.3.11 Performance Specification - a specification stating the desired product operation or function but not specifying its construction materials.
- 1.43.3.12 Pre-consumer Materials are generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings. Preconsumer materials are also known as post-manufactured materials. EPA does not consider preconsumer materials as recovered materials.

- 1.43.3.13 Post-consumer Material or Waste - a material, finished product, or waste that has served its intended end use and has been diverted or recovered from waste destined for disposal. "Post-consumer material" is a part of the broader category of "recovered materials".
- 1.43.3.14 Post-manufactured means waste material and byproducts which have been recovered or diverted from solid waste, but are byproducts which are commonly reused within an original manufacturing process, such as scrap and trimmings/cuttings. Post-manufactured materials are also known as pre-consumer materials. EPA does not consider Post-manufactured materials as recovered materials.
- 1.43.3.15 Recovered Material - waste materials and by-products recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process. "Post-manufactured" materials are not recovered materials.
- 1.43.3.16 Recovered Materials Advisory Notices (RMANs) provide purchasing guidance and recovered and post consumer material content levels for designated items. RMAN recommendations are guidance and therefore are not codified in the Code of Federal Regulations. Department of Defense policy requires meeting or exceeding the RMANs.
- 1.43.3.17 Solid Waste - garbage, refuse, sludge, and other discarded non-hazardous solid materials, including those from industrial, commercial, and agricultural operations, and from community activities. The general components of solid wastes are: municipal solid waste (MSW), construction and demolition debris (C&D), and non-hazardous industrial waste.
- 1.43.3.18 Unreasonable Price - is the cost of a recycled item exceeding the cost of a non-recycled item.

#### 1.43.4 REGULATORY BACKGROUND

1.43.4.1 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.

#### 1.43.5 EPA Recommendations

- 1.43.5.1 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. 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).
  2. The product is not available within a reasonable period of time.
  3. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.

4. The product is not available at a reasonable price. For Army 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.

#### 1.43.6 Contractor Responsibility

- 1.43.6.1 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.

#### 1.43.7 U.S. EPA DESIGNATED ITEMS

- 1.43.7.1 The 54 U.S. EPA-designated items are listed below. Not all of these materials may be required in the construction of this project. Please refer to the drawings and specifications. The attached AFFIRMATIVE PROCUREMENT REPORTING FORM shall be used to demonstrate compliance with the stated procurement requirements. Contractor is required to refer to the most recent list of EPA-designated items.

##### PAPER PRODUCTS

1. All paper and paper products, excluding building and construction paper grades.

##### VEHICULAR PRODUCTS

2. Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, but excluding marine and aviation oils.
3. Tires, excluding airplane tires.
4. Reclaimed engine coolants, excluding coolants used in non-vehicular applications

##### CONSTRUCTION PRODUCTS

5. Building insulation products.
6. Structural fiberboard products for applications other than building insulation.
7. Laminated paperboard products for applications other than building insulation.
8. Cement and concrete, including products such as pipe and block, containing fly ash.
9. Cement and concrete, including concrete products such as pipe and block, containing ground-granulated blast furnace (GGBF) slag.
10. Carpet made of polyester fiber for use in low- and medium-wear applications.
11. Floor tiles containing recovered rubber or plastic.
12. Patio blocks containing recovered rubber or plastic.
13. Shower and restroom dividers/partitions containing recovered steel or plastic.
14. Reprocessed and consolidated latex paint for specific uses.
15. Carpet cushion.
16. Flowable fill.
17. Railroad grade crossing surfaces.

##### TRANSPORTATION PRODUCTS

18. Traffic barricades used in controlling or restricting vehicular traffic.
19. Traffic cones used in controlling or restricting vehicular traffic.
20. Parking stops.
21. Channelizers used as temporary traffic control devices.

- 22. Delineators used as temporary traffic control devices.
- 23. Flexible delineators used as temporary traffic control devices.

#### PARK AND RECREATION PRODUCTS

- 24. Playground surfaces containing recovered rubber or plastic.
- 25. Running tracks containing recovered rubber or plastic.
- 26. Plastic fencing.
- 27. Park benches and picnic tables.
- 28. Playground equipment.

#### LANDSCAPING PRODUCTS

- 29. Hydraulic mulch products containing recovered paper or recovered wood.
- 30. Compost made from yard trimmings, leaves, and/or grass clippings.
- 31. Garden and soaker hoses containing recovered rubber or plastic.
- 32. Lawn and garden edging containing recovered rubber or plastic.
- 33. Food waste compost.
- 34. Plastic lumber landscaping timbers and posts.

#### NON-PAPER OFFICE PRODUCTS

- 35. Office recycling containers.
- 36. Office waste receptacles.
- 37. Plastic desktop accessories.
- 38. Toner cartridges.
- 39. Binders.
- 40. Plastic trash bags.
- 41. Printer ribbons (re-inked ribbons or re-inking equipment/service for ribbons).
- 42. Plastic envelopes.
- 43. Solid plastic binders.
- 44. Plastic clipboards.
- 45. Plastic file folders.
- 46. Plastic clip portfolios.
- 47. Plastic presentation folders.

#### MISCELLANEOUS PRODUCTS

- 48. Pallets
- 49. Sorbents.
- 50. Industrial drums.
- 51. Awards and plaques.
- 52. Mats.
- 53. Signage, including sign supports and posts.
- 54. Manual-grade strapping.

#### 1.43.8 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.

- 1.43.8.1 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.

## 1.43.9 RECYCLED OR RECOVERED PRODUCTS

1.43.9.1 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.

## 1.43.10 PRODUCTS (Excluded)

## 1.43.11 EXECUTION

## 1.43.11.1 GREEN PROCUREMENT PROGRAM WEBSITES:

Select Sources of Supply for Environmentally Preferable Products and Services

GSA: <http://www.gsa.gov/environ>

DLA: <http://www.dscr.dla.mil/catalogs/catalog.htm>

Energy Star®: <http://www.energystar.gov/> (note: Energy Star® does not sell products, but provides a list of manufacturers and their certified products)

JWOD: <http://www.nib.org/JWOD%20Catalog/index.html>

UNICOR: [www.unicor.gov/about/erecycle.htm](http://www.unicor.gov/about/erecycle.htm)

FEMP: [http://oahu.lbl.gov/cgi-bin/search\\_data.pl](http://oahu.lbl.gov/cgi-bin/search_data.pl)

Determining EPP Attributes for Specific Purchase Types

For paints, carpet, office supplies, cleaners and particle board purchases:

<http://www.greenseal.org/recommendations.htm>

For cleaners: <http://www.epa.gov/opptintr/epp/cleaners/select/>

For construction projects: <http://www.epa.gov/opptintr/epp/tools/bees.htm>

GPP Compliant Product Listings

CPG: <http://www.epa.gov/cpg/products.htm> and [Comprehensive Procurement Guidelines Chart](#)

Biobased: <http://www.biobased.oce.usda.gov/public/index.cfm>

FEMP: <http://oahu.lbl.gov>

Energy Star: [http://www.energystar.gov/index.cfm?fuseaction=find\\_a\\_product](http://www.energystar.gov/index.cfm?fuseaction=find_a_product).

Alternatives to Ozone-Depleting Substances:

<http://www.epa.gov/ozone/snap/lists/index.html>

Resources for EPP Product Selection

EPA Database of Environmentally Preferable Products and Services:

<http://yosemite1.epa.gov/oppt/epstand2.nsf>

## 1.45 SPILL CONTROL and RESPONSE

1.45.1 The contractor shall conduct all operations to minimize the possibility of a spill or release of a hazardous material or pollutant.

1.45.2 All hazardous materials or pollutants must be stored on containment pallets, in containment storage cabinets (contractor must assure material in the cabinets are compatible) or in a diked/bermed area.

1.45.6 The contractor must have a spill kit on site at all times with the appropriate type and amount of containment material for the materials on site.

1.45.7 The contractor shall reimburse the Government for all clean up and disposal costs.

1.45.8 The contractor is responsible for the actions of all subcontractors.

**2.0 PRODUCTS NOT USED**

**3.0 EXECUTION NOT USED**

WAGE DETERMINATION

General Decision Number: WI080001 11/07/2008 WI1

Superseded General Decision Number: WI20070001

State: Wisconsin

Construction Type: Building

Counties: Milwaukee, Ozaukee, Washington and Waukesha  
Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	02/29/2008
2	03/14/2008
3	03/28/2008
4	06/13/2008
5	06/27/2008
6	07/25/2008
7	08/08/2008
8	10/03/2008
9	11/07/2008

ASBE0205-001 06/01/2001

	Rates	Fringes
Asbestos Removal worker/hazardous material handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 17.90	4.45

-----  
 BOIL0107-001 07/01/2007

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 30.69	18.12
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 24.55	13.10

-----  
 BRWI0005-001 06/01/2008

	Rates	Fringes
TERRAZZO WORKER.....	\$ 30.79	14.31
TILE LAYER.....	\$ 29.79	14.31

-----  
 BRWI0008-001 06/01/2008

	Rates	Fringes
BRICKLAYER.....	\$ 32.71	14.54

-----  
 BRWI0008-003 06/01/2008

	Rates	Fringes
Marble Mason.....	\$ 32.71	14.54

-----  
 \* CARP0264-001 06/01/2008

	Rates	Fringes
Carpenter & Soft Floor Layer (Including Acoustical work and Drywall hanging; Excluding Batt Insulation).....	\$ 30.52	14.41

14.41

-----  
 \* CARP2337-002 06/02/2008

	Rates	Fringes
MILLWRIGHT.....	\$ 27.92	19.08

-----  
 \* CARP2337-008 06/01/2008

	Rates	Fringes
PILEDRIVERMAN.....	\$ 27.25	19.46

-----  
 ELEC0494-001 06/01/2008

	Rates	Fringes
ELECTRICIAN.....	\$ 31.14	14.85%+\$13.95

-----  
ELEC0494-003 06/01/2005

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 14.98	10.97
Technician.....	\$ 21.98	11.99

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

-----  
ELEV0015-001 01/01/2008

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.23	16.285

FOOTNOTE:

PAID VACATION: 8% of regular basic for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

-----  
ENGI0139-001 06/01/2008

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		

Group 1.....	\$ 35.26	16.60
Group 2.....	\$ 34.76	16.60
Group 3.....	\$ 34.26	16.60
Group 4.....	\$ 33.97	16.60
Group 5.....	\$ 32.09	16.60
Group 6.....	\$ 26.94	16.60

**EPA PREMIUMS:**

Level "A" Protection: \$3.00 per hour

Level "B" Protection: \$2.00 per hour

Level "C" Protection: \$1.00 per hour

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

**GROUP 1:** Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

**GROUP 2:** Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

**GROUP 3:** Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

**GROUP 4:** Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling

Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

-----  
IRON0008-005 06/01/2008

	Rates	Fringes
IRONWORKER.....	\$ 30.06	19.04

-----  
LABO0113-001 06/05/2006

	Rates	Fringes
Laborers: (Excluding Blown Insulation; Including Carpenter Tender, Brick Mason Tender, Cement Mason tender, Bottom Man, Pipelayer, Shoveler, stripping and dismantling of forms)		
(1) General Laborer.....	\$ 23.95	11.08
(2) Air & Electric Equipment, Power Buggies, Mortar Mixers, Forklift		

Operator; Scaffold Builder, Erector, and Swing Stage		
(A) Under 75 feet.....\$ 24.06		11.08
(B) 75 ft to 100 ft.....\$ 24.56		11.08
(C) Over 100 ft.....\$ 24.81		11.08
(3) Barco Tamper, Jackhammer Operator, Gunnite Machine man.....\$ 24.17		
		11.08
(4) Caisson Worker - Topman.\$ 24.26		11.08
(5) Nozzleman.....\$ 24.46		11.08
(6) Caisson Work.....\$ 24.61		11.08

-----  
LABO0113-006 06/01/2006

Rates Fringes

LABORER

Plumber Laborer		
First Man (Preparation of trench, shoring of trench, laying pipe).....\$ 27.39		
		11.00
Second Man (does not work in trench).....\$ 25.13		
		11.00

-----  
LABO0113-010 06/01/2007

Rates Fringes

Asbestos Laborer

Asbestos Abatement [Preparation, removal, and encapsulation of hazardous materials from non- mechanical systems].....\$ 20.50		
		12.01

-----  
PAIN0781-001 06/01/2008

Rates Fringes

Painters:

(1) Brush, Roller.....\$ 27.12		14.09
(2) Spray & Sandblast.....\$ 27.87		14.09
(3) Drywall Taper/Finisher..\$ 27.47		14.09

-----  
PAIN1204-002 06/01/2008

Rates Fringes

GLAZIER.....\$ 30.00		13.95
----------------------	--	-------

-----  
PLAS0599-004 06/01/2007

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 27.82 12.83

-----  
 PLAS0599-005 06/01/2007

Rates Fringes

PLASTERER.....\$ 27.26 13.58

-----  
 PLUM0075-001 06/01/2008

Rates Fringes

PLUMBER/PIPEFITTER (Including  
 HVAC work).....\$ 35.18 13.71

-----  
 SFWI0183-001 07/01/2007

Rates Fringes

SPRINKLER FITTER.....\$ 35.07 14.63

-----  
 SHEE0018-001 06/01/2008

Rates Fringes

Sheet Metal Worker (Including  
 HVAC duct work and  
 Technicians).....\$ 34.60 14.60

-----  
 SUWI2002-002 01/23/2002

Rates Fringes

Asbestos Worker/Heat and  
 Frost Insulator.....\$ 25.36 8.37

Laborers:

Concrete Worker.....\$ 16.34 3.59  
 Landscape.....\$ 8.73 8.40

ROOFER.....\$ 18.01 3.28

Tile & Marble Finisher.....\$ 13.89 7.43

-----  
 TEAM0039-004 05/01/2008

Rates Fringes

TRUCK DRIVER

1 & 2 Axles.....\$ 22.59 14.30  
 3 or more Axles.....\$ 22.74 14.30

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

---

END OF GENERAL DECISION