

Statement of Work
Replace Flooring in McClellan
Project #612A4-27-020

1. GENERAL INTENTION

- A. The purpose of this project is to replace flooring throughout VA Northern California Healthcare System (VANCHCS).
- B. Contractor shall furnish all labor and materials needed to perform all demolition, asbestos-contaminated materials (ACM) survey and abatement, replacement, and installation required by this scope and attached specifications.
- C. Visits to the site by bidders may be made only by appointment with the Contracting Officer for the project. A preliminary/pre-proposal site visit is strongly encouraged and shall be coordinated with the Contractors Officers Representative (COR).
- D. Location of work; the geographic location for service(s) are the following areas:
 - McClellan VA Clinic Building 98
5342 Dudley Boulevard
McClellan Park, CA 95652
 - McClellan VA Administrative Building 209
3230 Peacekeeper Way
McClellan Park, CA 95652
 - McClellan VA Administrative Building 949
3401 Beech St
McClellan Park, CA 95652
- E. The contractor shall assume that there are no staging areas available within the facility premises. If necessary, staging areas may be put into effect at the discretion of the COR, depending on availability. The Contractor shall note that there is absolutely NO Contractor employee parking in Patient Parking designated areas. NCHCS will not invalidate or make reimbursement for parking violations for the Contractor under any conditions.
- F. The contractor shall dispose of all components demolished or replaced as part of this project.
- G. Schedule of work; all work shall be performed during normal working hours from 7:30 AM to 4:00 PM, Monday through Friday (not including observed holidays), except for in such cases while performing ACM abatement, when construction work blocks multiple exit routes, or when VA furnishings and/or staff must be

temporarily relocated. Such work shall be accomplished outside of normal working hours. Contractor may submit a formal request for approval to the VA COR a minimum of three (3) working days in advance of the Contractor's need to work outside of normal working hours. Approval is based on VA's ability to support the work so that a VA representative is present to provide access.

- H. VA Approval of work that is outside of normal working hours is not authorization for the Contractor to submit a claim against the VA to cover premium pay. The Contractor is responsible for planning work based on the constraints stated in this SOW and must account for premium pay in their bid.
- I. The Contractor shall utilize hydraulic and jacking systems to lift VA furniture in place so that Contractor's work can be performed without interruption to VA operations. Contractor may submit a formal request for approval to the VA COR a minimum of three (3) working days in advance of the Contractor's need for relocating VA furniture. However, approval is based on the Facility's acceptance of the request and availability of space for furniture storage. The Contractor is responsible for the disassembly and reassembly, relocation, storage and security of VA owned furniture and equipment throughout this project.
- J. ACM has been reported to exist in Building 209. Past asbestos reports from 1996 and 2017 are attached to this SOW for reference. The General Contractor is responsible for obtaining and managing services for hazardous building materials surveying, testing, and abatement. Subcontracted personnel shall be Asbestos Hazard Emergency Response Act Building Inspector trained under EPA requirements. Cal/OSHA Certified Asbestos Consultants and Certified Site Surveillance Technicians must be certified through the Division of Occupational Safety and Health. The testing laboratory shall be recognized by the National Voluntary Laboratory Accreditation Program. Abatement subcontractors shall be C-22 Asbestos Abatement Licensed from the Contractor's State License Board and be officially registered with Cal/OSHA's Asbestos Contractors Registration Unit.
- K. The General Contractor is also responsible for coordinating with VA COR to have a VA Safety official(s) present for all phases of hazardous building materials surveying, testing, and abatement tasks should the VA Safety official desire to be present. Contractor shall provide VA COR three (3) working days' notice to schedule a VA Safety official(s) to be present.
- L. The Contractor shall prepare any necessary construction documents and provide all necessary/required professional services to include, but not limited to tools, equipment, materials, labor, travel, expertise, supervision, asbestos testing and analysis, asbestos abatement, and specialty services to accomplish all items and requirements outlined in this SOW. All work shall comply with all applicable federal, state, local and VA regulations and requirements.

2. SCOPE OF WORK

- A. The contractor shall replace flooring, stair treads and wall bases throughout three VANCHCS sites at their McClellan campus. There is approximately 43,008 SF of flooring, 750 SF of stair treads, and 9,610 LF of wall base to be replaced throughout McClellan buildings 98, 209 and 949, as shown in the attached Reference Drawings. This is a brief description of the estimated quantities of materials to be replaced. These quantities are for informational purposes only and are based on the best information available at the time of the Scope of Work preparation.
- B. Prior to starting construction, Contractor shall have a certified asbestos inspector examine, sample, and test suspected work areas likely to contain asbestos in Building 209. The asbestos inspector shall send samples to an accredited laboratory for analysis. The asbestos inspector shall provide the Contractor and the VA with a written report detailing the location, type and condition of all identified Asbestos Containing Materials, including a risk assessment of the likelihood of disturbance during demolition and construction. Contractor to utilize the written report to develop a safe abatement work plan.
- C. The contractor shall remove and install new accessories associated with the flooring including, but not limited to, subfloors, carpet tack strips, carpet padding, and vinyl/rubber adhesive.
- D. The contractor shall meet with the COR to discuss and outline phasing requirements for the project. These phasing requirements shall describe the general sequence of the project work, estimated project duration, and what Government constraints will exist that will influence the Contractor's approach to the construction project.
- E. VANCHCS administrative staff will be actively working throughout construction, therefore the contractor shall consider VA access to all parts of 98, 209 and 949 when planning work.
- F. The Contractor shall be responsible for the administration and management of all aspects of this SOW. This includes responsibility for all Contractor employees, Subcontractors, Agents, and anyone acting for or on behalf of the Contractor.
- G. This project is to take no longer than **120 calendar days** from notice to proceed (NTP).
- H. Only the Contracting Officer is authorized to modify the contract. All change orders initiated by the contractor require the contractor to formally submit a request to the Contracting Officer for their consideration. Performing work in addition to the contract without the Contracting Officer agreeing to scope, price and schedule is not authorized.

3. DRAWINGS AND SPECIFICATIONS FOR CONTRACTOR

A. The following documents are attachments to this SOW:

- Reference Drawings
- Specifications
- 1996 BW Asbestos Survey, Bldgs 209
- Bldg 209 McClellan Lead-Asbestos REP 2017

4. RECORDS MANAGEMENT REQUIERMENTS:

A. *Applicability*

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. *Definitions*

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes VHA records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their VHA contract.
4. may include deliverables and documentation associated with deliverables.

C. *Requirements*

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy

Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

3. In accordance with 36 CFR 1222.32, the Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. VHA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VHA or destroyed except in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage, or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report to VHA. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records, and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records, and/or equipment is no longer required, it shall be returned to VHA control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand-carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material, and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and VHA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with VHA policy.
8. The Contractor shall not create or maintain any records containing any non-public VHA information that is not specifically tied to or authorized by the contract.

9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The VHA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which VHA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All Contractor employees assigned to this contract who create, work with or otherwise handle records are required to take VHA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

D. Flow down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms, and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

END OF STATEMENT OF WORK