



REQUEST FOR PROPOSAL (RFP) United States Postal Service (USPS)

Tacoma Washington
Vehicle Maintenance Facility (VMF)

RFP No. 30902332.02203R

PROPOSAL DUE: Wednesday, May 1st, 2024

ISSUE DATE:

04/3/2024





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SECTION - 1 REQUEST FOR PROPOSAL (RFP) RFP No. 30902332.02203R

Tacoma VMF Project

IMPORTANT DATES:

Bid Acknowledgement Form (BAF) due: Monday, April 8, 2024, by 5:00 PM EST

*Email the BAF to: <u>wspkorteuspsrfp@wsp.com</u> All correspondence must include RFP # and Name of Project in Subject line.

(Please check will or will not be participating on the Bid Acknowledgement included in this RFP.)

Pre-Bid Meeting:

Location: <u>Via Teleconference, MS Teams meeting invites will be sent via email</u>

Date: Friday, April 5, 2024, 3:00 PM EST – Meeting Invite will be sent out.

Questions Submitted by: Wednesday, April 10, 2024, by 5:00 PM EST.

Answers Provided by: Friday, April 12, 2024, by 5:00 PM EST.

Bid Due Date: Wednesday, May 1st, 2024, by 5:00 PM EST.

Notice to Proceed (NTP) Date: Friday, May 10, 2024

Project Start Date: Monday, May 13, 2024

Project Completion: <u>Monday, October 14, 2024</u>

Approximate Date/ Duration

*For Solicitation, Technical, and Contractual Inquiries, contact: <u>WSPKorteUSPSRFP@wsp.com</u>. All correspondence must include RFP # and Name of Project in Subject line. Once the RFP SharePoint Cloud transition period is completed, bidders shall be required to upload this document directly into the RFP SharePoint designated folder.





Reference document named, "RFP SharePoint Rev2" sent via separate email to each bidder and included hereunder.





BID

ACKNOWLEDGEMENT

FORM





BID ACKNOWLEDGEMENT FORM (BAF)

Project:

Tacoma WA VMF

Company Name:	
<u>Check one will()</u> or <u>will not()</u> be partion of the partion of th	cipating in RFP No.
If Company is participating in this RFP, tl access to the RFP Solicitation SharePoin	his signed form also confirms it.
Signature	Date
Title	

*Return this form via email to: <u>WSpkorteuspsrfp@wsp.com</u>. All correspondence must include RFP # and Name of Project in Subject line. Once the RFP SharePoint Cloud transition period is completed, bidders shall be required to upload this document directly into the RFP SharePoint designated folder.

Submit this form on or before: Monday, April 8, 2024, by 5:00 PM (EST).





SECTION 4 INSTRUCTIONS TO OFFERORS





SECTION 4 INSTRUCTIONS TO OFFERORS

1.0 GENERAL

- 1. Complete and email the Bid Acknowledgment Form (BAF).
- 2. Submit all bids (electronic copy) by the Bid Due Date/Time to: wspkorteuspsrfp@wsp.com. All correspondence must include RFP # and Name of Project in Subject line. Once the RFP SharePoint Cloud transition period is completed, bidders shall be required to upload this document directly into the RFP SharePoint designated folder.

Electronic Bid Copy (acceptable formats: PDF, Excel, & Word)

Submit <u>all</u> questions regarding this Request for Proposal (RFP) to: <u>wspkorteuspsrfp@wsp.com</u>. All correspondence must include RFP # and Name of Project in Subject line. Once the RFP SharePoint Cloud transition period is completed, bidders shall be required to upload this document directly into the RFP SharePoint designated folder.

- 3. Technical/Contract clarifications and directions will be issued solely through Procurement Management.
- 4. () A site visit will not be conducted.
 - (X) A **Highly Recommended** site visit will be conducted as follows:

Location:	3825 S Warner St
	Tacoma Washington 98409
	VMF Manager Ruben Cruz (253) 320-7245
Date:	Each bidder must coordinate own site visit with USPS.
Time:	Each bidder must coordinate own site visit with USPS.

- 5. The subcontract will be awarded to the firm that provides the best overall value (Lowest Price Technically Acceptable) to WSP-Korte and the United States Postal Service (USPS). WSP-Korte shall award the subcontract to the most responsive and responsible bidder by considering the followings: price, ability to accomplish the required work, full acceptance of WSP' and USPS' Terms and Conditions without any exceptions, schedule, safety, quality, submission of all required documents and any other considerations that will affect the best overall value to WSP-Korte and the United States Postal Service.
- 6. Contractors are required to have/maintain a business license at a minimum in the state where work is being performed.
- 7. Any Subcontract or Task Order resulting from this RFP will require proof of insurances, payment and performance bonds (100% of the award value). **A Bid Bond is not required**.





8.	A responsive and responsible bid in response to this RFP shall include <u>all</u>	the following
	fully completed documents:	
	Continue C. Culturalization Forms (computate all property)	

- ☐ Attachment A Schedule of Values (submit Excel Version)
- ☐ Attachment C USPS Representations & Certifications (Signed)
- □ Preliminary Level 1 Schedule
- □ Scope of Work Narrative
- 9. A meeting will be arranged with the successful Offeror prior to commencing work for the purpose of arranging definitive schedules and to coordinate other actions as required. All safety documents must be completed prior to the preconstruction meeting.
- 10. Liquidated Damages Do () Do Not (X) Apply on this USPS Project.
- 11. A Project Manager and/or Superintendent employed by the Contractor is required to be on site whenever work on this project is being performed, including during punch list work.
- 12. Key Personnel. The contractor must assign to this contract the personnel named in the offeror's proposal for key positions. If an order is expected to exceed \$1,000,000, the supplier is required to submit the name and qualifications of its assigned on-site Superintendent with their job order proposal (Bid). The Superintendent's qualifications will be reviewed by the Contracting Officer (or WSP) before the issuance of the order. If the supplier intends to change the assigned Superintendent during the order's period of performance, approval must be obtained in advance from the Contracting Officer (or WSP).

2.0 SCHEDULE

The subcontractor (bidder) is requested to propose its own schedule for this site considering review of equipment shop drawings, delivery of equipment, sequenced construction, etc. Please provide a preliminary level 1 schedule with offeror's proposal.

□ Reference the dates provided in Section 1.

3.0 PRICING

- Submit a FIRM-FIXED-PRICE proposal (including all applicable taxes) for evaluation for the tasks described in the Statement of Work and attachments hereto. All pricing should be submitted in the Native Excel File format as outlined in Attachment A Schedule of Values (SOVs). The SOV will include a break-out of pricing in 2 categories for Repair & Alteration (R&A) and Inflation Reduction Act (IRA). *Definitions of pricing categories are provided in SOV tab.
- Your proposal shall include furnishing of all labor, including competent supervision, materials, supplies, construction tools and equipment, utilities and services, scaffolding, hoisting, transportation, and drayage, receiving, handling and storage, insurance, all applicable taxes and all other services and expenses necessary to perform the work described in the Statement of Work.
- 3. This pricing is valid for one hundred twenty (120) days after proposal due date.

4.0 OFFEROR'S PROPOSAL

The RFP does not commit WSP-Korte to pay any costs incurred in the submission of the proposal offer or to procure or to subcontract for services or supplies in connection with the submission of this proposal offer. Further, this RFP does not commit WSP-Korte to pay any costs incurred in anticipation of an award.





SECTION 5 SUBMISSION FORM

			T							
	\	/MF Facility, RFP 3090		FFP						
		Tacoma VM	lF	\$						
	SUB-TIER CONTRACTORS AND SUPPLIERS									
A. Work shall be performed by Offeror's own forces/employees? Yes No. Please percentage of work that will be completed by Offeror's own forces: """.										
		If subcontracted work is included the General Contractor must include in SOV, which divisions are sublet.								
		(Provide names and addresses of subcontractors, if any, and include scope and percent of wo to be sublet. [provide an attachment if necessary])								
					, and include so	cope and percent o				
					% of Work to be Sublet	Business Enterprise*				
		to be sublet. [provide an	attachment if neces	sary])	% of Work to	Business Enterprise* Circle all applicable				
		to be sublet. [provide an Sub-Tier Name	attachment if neces Scope	sary])	% of Work to be Sublet	Business Enterprise* Circle all applicable VSWML				
		to be sublet. [provide an Sub-Tier Name	attachment if neces Scope	sary])	% of Work to be Sublet	Business Enterprise* Circle all applicable VSWML VSWML				
		to be sublet. [provide an Sub-Tier Name	attachment if neces Scope	sary])	% of Work to be Sublet	Business Enterprise* Circle all applicable VSWML				
		to be sublet. [provide an Sub-Tier Name	attachment if neces Scope	sary])	% of Work to be Sublet	Business Enterprise* Circle all applicable VSWML VSWML VSWML				
		to be sublet. [provide an Sub-Tier Name	attachment if neces Scope	sary])	% of Work to be Sublet	Business Enterprise* Circle all applicable VSWML VSWML VSWML VSWML				

2. REPRESENTATIONS AND CERTIFICATIONS USPS Representations and Certifications document found in RFP has been completed and Α. attached. Tes No Offeror certifies it is a: Large Business Small Business B. C. Offeror certifies it is a Small Disadvantaged Owned Business: Yes No D. Offeror certifies it is a Woman-Owned Small Business: Yes No E. License for State(s) in which job is to be performed: ☐ Yes ☐ No* Note: Each offeror must complete this section in full and provide proof of license status. http://www.contractors-license.org State of License (s): WA Contractor's License Number (s): Type of License: License Expiration Date: _____ *If No, please provide an explanation: F. Offeror is familiar with site conditions. \(\subseteq \text{Yes*} \subseteq \text{No} \) * Job walk or otherwise 3. **HEALTH AND SAFETY** 3.1 What agency do your safety procedures comply with? 3.2 Provide a certified copy of your Company's EXPERIENCE MODIFICATION RATIO (EMR) for last 3 years. If the rate(s) are 1.0 or higher, a written explanation is required with bid. 2023 2022 2021 3.3 Provide the following OSHA information: If not required to keep OSHA due to exempt status, provide workers compensation records for last three (3) years. Provide copies of any OSHA citations received for the most recent (3) year period and provide a description of the actions taken to abate the citations as an attachment to this application. Identify by name and title the person within your firm directly responsible for the firm's Safety Program management: _____

4. RESPONSIVE BID CHECKLIST

<u>All</u> documents listed below must be completed and submitted for the Offeror's proposal to be considered fully responsive. Indicate below if the document has been submitted with bid; if "No" then a written explanation is required with Bid.

		Yes	No
•	Scope of Work Narrative		
•	Section 5 - Submission Form		
•	Attachment A Schedule of Values (SOVs) - Native Excel File		
•	Attachment B - USPS Representations & Certifications (Signed)		
•	Preliminary Level 1 Schedule		

5. WSP SUPPLIER REGISTRATION

WSP requires all third parties with whom we do business to become approved in our online prequalification system. This prequalification process is consistent with leading industry norms. Whether you are seeking to do business with us for the first time or someone who has been working with us for years, our corporate policy requires your company to become approved and to maintain your **approval** status in our pool of pregualified third parties.

To start, complete, update, or monitor your company's registration. Please send an email to: wspkorteuspsrfp@wsp.com.

6. ON-SITE CONSTRUCTION

A Project Manager and/or Superintendent employed by the Contractor is required to be on site whenever work on this project is being performed, including during punch list work.

7. KEY PERSONNEL.

The contractor must assign to this contract the personnel named in the offeror's proposal for key positions. If an order is expected to exceed \$1,000,000, the supplier is required to submit the name and qualifications of its assigned <u>on-site Superintendent</u> with their job order proposal (Bid). The Superintendent's qualifications will be reviewed by the Contracting Officer (or WSP) before the issuance of the order. If the supplier intends to change the assigned Superintendent during the order's period of performance, approval must be obtained in advance from the Contracting Officer (or WSP).

8. ACKNOWLEDGEMENT / CERTIFICATION

Offeror hereby acknowledges:

- 1. The person signing below is an authorized representative to make binding and enforceable decisions and assume financial responsibility of Offeror.
- 2. Offeror has read and agrees to the schedule commitments contained in this RFP.
- 3. Offeror certifies that the Offeror's price is accurate, complete, and current as of the date of this proposal submitted.
- 4. Offeror certifies that the Offeror's price includes all applicable taxes.
- 5. Offeror's pricing is valid for ninety (90) days after proposal submitted unless mutually agreed upon by WSP-Korte and offeror.
- WSP-Korte at any time before award may request any additional documents and failure to provide requested documents shall result in determination by WSP-Korte of non-responsiveness to this RFP and disgualification from bid evaluation process.
- 7. A subcontract or MSA/Task Order shall be issued upon award of project and will include all terms and conditions found within this RFP.
- 8. WSP-Korte reserves the right to reject any and all proposals. No obligation, either expressed or implied, exists on the part of WSP-Korte or the USPS to make an award for the work or for costs incurred in the preparation of the proposal covered by this RFP.

Company Name		
Printed Name of Offeror's Authorized Representative		
Signature of Offeror's Authorized Representative	Date	_
Title of Offeror's Authorized Representative		





SECTION 5 ATTACHMENT A

SCHEDULE OF VALUES (SOVs)

A Microsoft Excel version is provided with RFP. Reference PMIS Document named 013300usps-SOV Tacoma WA VMF.

Schedule of Values

Facility: 548331-984 Tacoma VMF Number:

Please only input bid amounts on column F & column G. Do not remove and or add rows.

4/2/2024 Enter Bidder Name Here

Contractor:	Enter Bidder Name Here							
					DOA Funded (Materials 9	IRA Funded (Materials &		Options: [1.] Add bid for R&A and or IRA [2.] This Division
Item	Description of Work	Compliance	Deviation	Exception	R&A Funded (Materials & Labor)	Labor)	Total	Line is included in other Division (list that Div. Line # and amount) [3.] RFP scope did not include this division line
								amount) [3.] IN P Scope did not include this division line
Division 01	General Conditions				\$0.00	\$0.00	\$0.00	
	Overhead				\$ -	\$ -	\$ -	
	Profit Bonds & Insurance					\$ -	\$ - \$ -	
1.4	Bldg. Permits						\$ -	
	O.& M. manuals Training						\$ - \$ -	
	Training							
	Existing Conditions				\$0.00	\$0.00	\$0.00	
2.0	Electrical metering investigation Demolition/ Raising Utilities Above Lifts				\$ -	\$ -	\$ - \$ -	
	Electrical make safe & disconnect						\$ -	
Division 03	Concrete				\$0.00	\$0.00	\$0.00	
	Site Concrete				\$0.00	\$0.00	\$ -	
3.2	Crack Fill (Bid 300')						\$ -	
3.3	Striping Trenching						\$ - \$ -	
3.5	NA .						\$ -	
3.6	Building Concrete						\$ -	
Division 04	Masonry				\$0.00	\$0.00	\$0.00	
	Masonry						\$ -	
Division 05	Metals				\$0.00	\$0.00	\$0.00	
	Structural Steel for Utility Relocation						\$ -	
5.2	Structural Electrical Equipment Support for EV charge Steel Deck	rs		-			\$ -	
	Metal Studs						\$ - \$ -	
	Handrails & Railings				-		\$ -	
Division 06	Wood, Plastics and Composites			 	\$0.00	\$0.00	\$0.00	
6.1	Rough Carpentry						\$ -	
6.2	Finish Carpentry			-			\$ -	
	Thermal & Moisture Protection				\$0.00	\$0.00	\$0.00	
7.1	Fire Stopping						\$ -	
7.2	Sealant			 			\$ -	
	Openings				\$0.00	\$0.00	\$0.00	
	Doors & Frames			-			\$ -	
8.2	Specialty & Grilles Impact Traffic Doors		<u> </u>				\$ - \$ -	
8.4	Storefronts						\$ -	
8.5	Hardware Other Glazing						\$ - \$ -	
	Overhead Doors (7)						\$ -	
Division 09	Finishes				\$0.00	\$0.00	\$0.00	
9.1	Painting				75.00	71100	\$ -	
9.2	Epoxy Coatings						\$ -	
	Acoustical Ceiling Power Washing						\$ - \$ -	
	Specialties Toilet Accessories				\$0.00	\$0.00	\$0.00 \$ -	
10.2	Plagpoles						\$ -	
	Exterior Signage Interior Signage						\$ - \$ -	
10.5	Lockers						\$ -	
	Wall and Door Protection						\$ - \$ -	
10.7	Toilet Compartment						• -	
Division 11	Equipment				\$0.00	\$0.00	\$0.00	
11.1	Dock Equipment Other						\$ - \$ -	
	Furnishings Site Furnishings (Not EV Related)				\$0.00	\$0.00	\$0.00 \$ -	
12.2	Bollards						\$ -	
Division 14	Conveying Equipment				£0.00	\$0.00	\$0.00	
Division 14 14.1	Conveying Equipment Vehicle Lifts (0)				\$0.00	\$0.00	\$0.00 \$ -	
					***	40.00	40.00	
	Fire Suppression Fire Sprinkler System (Relocation)		 	 	\$0.00	\$0.00	\$0.00 \$ -	
Division 22 22 1	Plumbing Plumbing				\$0.00	\$0.00	\$0.00 \$ -	
Division 26			-	-	\$0.00	\$0.00	\$0.00	
26.1	Power to EV chargers (2) Power to EV Chargers (Transformers and Panels) (0)		<u> </u>				\$ - \$ -	
26.3	Electrical Power - Lifts						\$ -	
26.4 26.5	Rerouting existing distribution for lift clearance Electrical Lighting			 			\$ - \$ -	
26.6	Lighting Controls						\$ -	
26.7	EV Charger install (Exterior)		-	-				
Division 27					\$0.00	\$0.00	\$0.00	
	Communications Systems						\$ -	
				L				
	Earthwork				\$0.00	\$0.00	\$0.00	
	Site Clearing Earthwork (develop.)						\$ - \$ -	
	Earthwork (finish)						\$ -	
01.1	Edition (illion)	. —			\$0.00	\$0.00		
						\$0.00	\$0.00	11
Division 32	Exterior Improvements				\$0.00		\$ -	
Division 32 32.1 32.2	Exterior Improvements Paving (off-site) Paving				\$0.00		\$ -	
Division 32 32.1 32.2 32.3	Exterior Improvements Paving (off-site) Paving (off-site) Chain Link Fence & Gates				\$0.00		*	
Division 32 32.1 32.2 32.3 32.4	Exterior Improvements Paving (off-site) Paving Chain Link Fence & Gates Landscaping						\$ - \$ - \$ -	
Division 32 32.1 32.2 32.3 32.4 Division 33	Exterior Improvements Paving (off-site) Paving Chain Link Fence & Gates Landscaping Utilities				\$0.00	\$0.00	\$ - \$ - \$ -	
Division 32 32.1 32.2 32.3 32.4 Division 33	Exterior Improvements Paiving (off-site) Paiving (off-site) Paiving Chain Link Fence & Gates Landsceping Utilities Utilities Utilities						\$ - \$ - \$ -	
Division 32 32.1 32.2 32.3 32.4 Division 33	Exterior Improvements Paving (off-site) Paving Chain Link Fence & Gates Landscaping Utilities						\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	
Division 32 32.1 32.2 32.3 32.4 Division 33	Exterior Improvements Paiving (off-site) Paiving (off-site) Paiving Chain Link Fence & Gates Landsceping Utilities Utilities Utilities						\$ - \$ - \$ - \$ - \$ - \$ -	
Division 32 32.1 32.2 32.3 32.4 Division 33	Exterior Improvements Paiving (off-site) Paiving (off-site) Paiving Chain Link Fence & Gates Landsceping Utilities Utilities Utilities						\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	
Division 32 32.1 32.2 32.3 32.4 Division 33	Exterior Improvements Paving (off-site) Paving (off-site) Paving Chain Link Fence & Gates Landscaping Utilities Utilities & Foes (off-site) Utilities (on-site)				\$0.00	\$0.00	\$0.00 \$0.00 \$ - \$ \$ - \$ \$ - \$ \$ - \$	
Division 32 32.1 32.2 32.3 32.4 Division 33	Exterior Improvements Paiving (off-site) Paiving (off-site) Paiving Chain Link Fence & Gates Landscaping Utilities Utilities & Fees (off-site) Utilities (on-site) Divisions 1				\$0.00	\$0.00	\$	





STATEMENT

OF

WORK

Reference RFP email(s) and or designated WSP SharePoint Cloud Solicitation Portal for all Technical Documents (including scope of work, drawings, specifications) supporting the USPS VMF Tacoma WA construction project.





548331-984 Tacoma VMF VMF NGDV Upgrades RFP No.:30902332.02203R

Contract No.: 104267-21-B-0030

Tacoma VMF Upgrades Narrative Scope of Work

Notes:

- 1. Drawings and specifications are at a 90% (Concept) Design Level. The drawings and specifications outline the intent of the design. The contractor will be responsible for finalizing the design, to include, but not limited to, manufacturer's installation recommendations, conduit/wire size, panel locations, breaker sizing, etc. Drawings do not have to be updated and submitted at the end of the project to reflect the design.
- 2. Phasing will be an important aspect of the project as operation will remain during construction.
- 3. Refer to drawings and specifications associated with the scope below for additional information.
- 4. All work is to comply with ALL local and applicable codes and standards along with the 2023-1 USPS Building Design Standards. If you do not have access to the USPS BDS, a copy will be provided upon request.
- 5. Scope/pricing is to be separated as indicated below into 2 Categories Repair and Alteration (R&A) and Inflation Reduction Act & IRA). See specific SOV's (013300usps forms) for those categories.
 - a. VMF funded scope of work, including interior facility renovations (new work bay floor coating finishes, work bay painting, HVAC/building modifications necessary for new vehicle clearance requirements, LED lighting and vehicle lift upgrades) as well as exterior improvements (paving, seal coating, paving crack fill, restriping, site concrete if needed, exterior facade repairs/revisions). This work is to be categorized as R&A works.
 - b. Site preparation work to include all the site work/trenching, electrical upgrades and installation of the new USPS provided charging equipment. This work is to be categorized as IRA works.
- 6. Contractor will be required to coordinate with USPS Commissioning agent(s) for any/all systems that are required such as transformers, lighting systems, electrical vehicle charger systems, etc.





- 7. See Example Metering Procedure The intent of this instruction is to provide an example procedure to verify existing loads at the panelboard (as indicated on drawings) intended to feed new chargers at the VMF facility.
- 8. Contractor to provide On-site storage for VMF FFE. Contractor to coordinate with USPS staff for removal and management of VMF equipment.

548331-984 Tacoma VMF

Contractor shall verify all dimensions and quantities in field and notify Architect and Owner of all discrepancies before work starts.

Repair & Alteration (R&A) Funded Scope of Work

The General scope of the R&A funded work includes interior remodeling and deferred maintenance items. The following scope is indicated as interior and Exterior.

Interior R&A Scope of Work

1. Lighting

Interior and exterior lighting will be updated to LED fixtures through this project scope of work.

See drawing E100 Electrical Power & Lighting and the Electrical Schedule E401 for details.

2. Interior Finish Renovation

Painting

- a. The vehicle service area walls will be painted (P-1) white, ceiling paint will remain, and interior doors will be painted (P-6) medium gray. See Sheet A001 and A100 for additional finish room details. All ducting, lighting and/or mechanical will be adjusted to accommodate 15' 3" required lift clearance.
- b. The service bay flooring will be addressed through application of new epoxy coating.

Relocation of Utilities

c. Ducting, lighting, and/or mechanical will be adjusted to accommodate the required 15' 3" lift clearance.

3. Removing and installing new vehicle maintenance lifts.

Contractor Furnished and Contractor Installed - Vehicle Lift Replacement.





a. No vehicle lifts will be installed through this project.

See specifications and sheet A500 for details.

4. Overhead Door Replacement

- a. 7 overhead doors (Bay 1 7) will be replaced with coiling doors through this project scope of work. Refer to the drawings for additional overhead door details.
- b. No new egress doors will be replaced in this project scope of work.

Exterior R&A Scope of Work

- 5. Exterior finish renovation
 - a. The **exterior wall** surfaces will be **power washed. Trim** and **existing doors** will be **painted** as noted in plans.

6. Lot Upgrades

a. Updates in the parking lot will include **filling sizable cracks (Bid 300')** and the VMF lot will be restriped to accommodate parking for **17** employee vehicles and **18** Next Generation Delivery Vehicles (NGDV's). **Striping will include repainting bollards, curbs, and road markings.**

Inflation Reduction Act (IRA) Funded Scope of Work

The general scope of the **NGDV** funded work includes modifications to all areas associated with the layout and charging of the new NGDV.

- 1. No Electrical Upgrades for Charger Installation
 Contractor Furnished and Contractor Installed
 - a. New Transformers (0)
 - b. New Dedicated panels (0)
- 2. NGDV Electrical Scope of Work

Owner Furnished and Contractor Installed





Electric Vehicle Chargers (2) - 2 Rexel USA Inc/ChargePoint CP6011B-80A-L7 single port, pedestal mounted, 16.6kW chargers with a 23' cable length. Electrical Vehicle Supply Equipment (EVSE) USPS Kit Number CP001.

Chargers will be placed as shown on the C200 Proposed Conditions drawing.

Each charger will be protected by bollards per plan and each parking space will have a 6-inch concrete wheel stop.

All work shall be in accordance with applicable codes and local regulations that may apply. In case of conflict in or between the Contract Documents and a governing code or ordinance, the more stringent standard shall apply.

POSTAL SERVICE FURNISHED - CONTRACTOR INSTALLED EQUIPMENT

- A. The Postal Service will furnish to the Contractor the equipment to be incorporated or installed in the work as identified in the Scope, Specifications, and/or drawings.
- B. The Contractor will complete the Postal Service Furnished Contractor Installed Equipment form found in Attachment A., identifying quantities and desired delivery dates.
- C. Scheduling and installation must be in accordance with the terms and conditions of the contract provisions and clauses, including those concerning *Postal Service Property*.

MISCELLANEOUS CONTRACT EXPENSES

D. In accordance with the terms and conditions of the contract provisions and clauses, including those concerning *Permits and Responsibilities* and, *Building Codes, Fees and Charges*, the Contractor must include in its price proposal a separate line item for the cost each of the following fees or charges payable to State, local, or special community development agencies:

vvater service connection and meter fee	
Electrical company required fees	
Telephone company required fees	
Off-site inspection fees	
Sanitary sewer connection fee	
Environmental Permits/Registrations	
Other permits or fees	





- E. If the actual cost of any item identified above is more or less than the amount listed, the contract price will be adjusted accordingly by a contract modification. The adjustment will not include overhead and profit. The Contractor must, within 30 days after incurring the expenses, inform the Contracting Officer that the payment has been made. Evidence of the actual amount paid must be provided. The contract amount will be adjusted upward or downward as necessary to accommodate actual charges from the utilities. The Contractor must provide all coordination with the utilities in accomplishing their work and must make all payments to the utilities for their work.
- F. The Contractor must include all additional fees, as required, in the price proposal.

USPS DIRECT VENDOR EQUIPMENT OR SUPPLIES

- G. In accordance with the terms and conditions of the contract provisions and clauses, including those concerning, *Direct Vendor / Pre-selected Sources*, the Contractor is solely responsible for contracting with the Direct Vendor and ordering, payment, receiving, accepting, storage and installation of United States Postal Service Direct Vendor equipment or supplies. Ordering instructions are included in each specification section.
- H. The Contractor will off-load, inspect the delivered equipment or supplies to make sure they are in good condition, acknowledge receipt, and accept the delivered goods.

Direct Vendor items in this contract are limited to specific items, as shown in the drawings and listed below:

- 1. Section 083614 Sectional Knockout Doors
- 2. Section 083800 Traffic Doors
- 3. Section 101404 Postal Signage

USPS PRE-APPROVED VENDOR EQUIPMENT OR SUPPLIES

The Contractor is solely responsible for contracting with the Pre-Approved Vendor and ordering, payment, receiving, accepting, storage and installation of United States Postal Service Pre-Approved Vendor equipment or supplies. Ordering instructions are included in each specification section.

The Contractor will off-load, inspect the delivered equipment or supplies to make sure they are in good condition, acknowledge receipt, and accept the delivered goods.





MISCELLANEOUS EQUIPMENT CROSS-REFERENCE LIST

The following table is a cross-reference for equipment that may be shown in the drawings. The Contractor is solely responsible for ordering, payment, receiving, accepting, storage and installation of the equipment or supplies as specified in each specification section. USPS Standards for Facility Accessibility Handbook RE-4 supersedes standards in question of conflict.

Postal Service Furnished – Contractor Installed Equipment						
Equipment Number	Postal Stock Number (PSN)/eBuy2 Mfr Part No.	Description	Quantity	Desired Delivery Dates		
				After	Before	
		ChargePoint CP6011B Single Port Charger				

The Contractor is responsible for determining equipment quantities and the desired delivery dates and providing them to the contracting officer within 45 days of Notice to Proceed. The Contractor is responsible for assembling and installing this equipment. Note that certain equipment not listed above, such as security containers, carrier cases and mail processing equipment, may be furnished and installed by USPS. Guidance may be requested from the contracting officer.





SECTION 7 ATTACHMENT B WAGE DETERMINATION





DAVIS BACON WAGE RATES

STATE	COUNTY	WAGE NO.	MOD. NO.	DATE	LOCATION
WA	Pierce	WA20240013	2	03/8/2024	Tacoma

"General Decision Number: WA20240013 03/08/2024

Superseded General Decision Number: WA20230013

State: Washington

Construction Type: Building

County: Pierce County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

0 1 01/05/2024 01/19/2024

https://sam.gov/wage-determination/WA20240013/2

2 03/08/2024

ASBE0007-002 06/01/2023

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....\$ 66.37 20.59

BRWA0001-011 06/01/2021

Rates Fringes

Bricklayers, Caulkers.....\$ 46.14 16.97

.....

CARP0030-008 06/01/2021

Rates Fringes

CARPENTER (Acoustical
Installation)......\$ 49.18 19.01

CARPENTER (Including
Formwork, Drywall Hanging,
Cabinet Installation;
Insulator-Batt and Metal Stud
Installation)......\$ 49.18 19.01

MILLWRIGHT.....\$ 50.68 19.01

PILEDRIVERMAN.....\$ 49.58 19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle Bellingham Olympia Auburn Bremerton **Anacortes** Renton Shelton Yakima Aberdeen-Hoquiam Tacoma Wenatchee Port Angeles Ellensburg Everett Centralia Mount Vernon Sunnyside

Chelan Pt. Townsend

Zone Pay:

0 -25 radius miles Free
26-35 radius miles \$1.00/hour
36-45 radius miles \$1.15/hour
46-55 radius miles \$1.35/hour
Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free
26-45 radius miles \$.70/hour
Over 45 radius miles \$1.50/hour

^{*} ELEC0076-005 02/02/2024

	Rates	Fringes	
ELECTRICIAN	\$ 58.53	25.47	_
ELEC0076-006 08/31/2021			
	Rates	Fringes	
ELECTRICIAN (Alarm Installation Only) ELECTRICIAN (Low Voltage Wiring Only)	\$ 49.99	24.23 24.01	
* ELEV0019-001 01/01/2024			_
	Rates	Fringes	

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

37.885+a+b

.....

ENGI0612-015 06/01/2023

	ŧ	Rates	Fringes
POWER EQUIF	PMENT OPERATOR		
GROUP	1A\$	56.08	25.07
GROUP	1AA\$	56.89	25.07
GROUP	1AAA\$	57.70	25.07
GROUP	1\$	55.26	25.07
GROUP	2\$	54.55	25.07
GROUP	3\$	53.94	25.07
GROUP	4\$	50.50	25.07

Zone Differential (Add to Zone 1 rates): Zone 2 (26-45 radius miles) = \$1.00 Zone 3 (Over 45 radius miles) - \$1.30

ELEVATOR MECHANIC.....\$ 64.87

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Excavator/Trackhoe: over 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Screedman; Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Compactor; Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Motor patrol grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Service Oiler; Concrete Pump; Outside Hoist (Elevators and Manlifts); Pump Grout

GROUP 4 - Roller-other than plant mix; Forklift: under 3000 lbs with attachments; Bobcat/Skid Loader

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus \$.50 per hour.

H-2 Class ""C"" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class ""B"" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class ""A"" Suit - Base wage rate plus \$2.00 per hour.

IRON0086-010 01/02/2023

	Rates	Fringes
(Reinforcing, and Ornamental)	\$ 50.90	32.57

LAB00252-005 06/01/2022

ZONE 1:

	1	Rates	Fringes
Laborers:			
GROUP	2\$	34.20	13.80
GROUP	3\$	38.78	11.94
GROUP	4\$	43.90	13.80
GROUP	5\$	44.62	13.80

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP	2:	Flagman
-------	----	---------

GROUP 3: General Laborer; Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete;
Grade Checker

PAIN0005-029 07/01/2023

Rates Fringes

DRYWALL FINISHER/TAPER......\$ 51.21 22.87

PAIN0005-030 07/01/2019

Rates Fringes

Painters:

Parking Lot and Highway
Striping Only.....\$ 31.61 16.07

PAIN0005-031 07/01/2023

Rates Fringes

PAINTER (Including Brush,

Roller, Spray and Prep Work).....\$ 37.80

PAIN0005-034 01/01/2011

Rates Fringes

Soft Floor Layers (Including

Vinyl and Carpet)......\$ 29.04 12.52

PAIN0188-005 07/01/2022

Rates Fringes

GLAZIER.....\$ 54.45 21.20

PLAS0528-002 06/01/2023

Rates Fringes

PLASTERER..... \$ 50.47 20.07

PLAS0528-004 06/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 52.10 20.27

* PLUM0026-007 01/01/2024

Rates Fringes

PLUMBER (Excluding HVAC Pipe

Installation).....\$ 54.47 31.90 REFRIGERATION MECHANIC...... \$ 53.14

* PLUM0026-008 01/01/2024

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only) PIPEFITTER		31.90 31.90

ROOF0153-004 02/01/2023

Rates Fringes ROOFER (Includes Roof Tear

Off, Waterproofing, and Installation of Metal Roofs)....\$ 44.74

16.16 _____

SFWA0699-002 01/01/2024

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers)...... 62.83 32.16

SHEE0066-023 06/01/2022

Rates Fringes

Sheet Metal Worker (Including HVAC Duct Work and

Installation of HVAC Systems)....\$ 61.55

* TEAM0174-005 06/01/2019

Rates Fringes

Truck drivers:

ZONE A:

GROUP 2:....\$ 39.54 20.46

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM CENTRALIA RAYMOND EVERETT SHELTON ANACORTES OLYMPIA ANACORTES BELLEVUE PORT ANGELES MT. VERNON KENT SEATTLE TACOMA PORT TOWNSEND ABERDEEN BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows: LEVEL C: +\$.25 per hour - This level uses an air purifying

respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit.""

LEVEL A: +\$.75 per hour - This level utilizes a fullyencapsulated suit with a self-contained breathing apparatus or a supplied air line.

* SUWA2009-026 05/22/2009

		Rates	Fringes
LABORER:	Handheld Drill	\$ 17.17 **	5.36
LABORER:	Irrigation	11.58 **	0.00
LABORER:	Landscape	9.90 **	0.00
LABORER:	Overhead Door		
	ion	22.31	3.44
OPERATOR:	Backhoe	26.34	8.38
OPERATOR:	Bulldozer	26.63	8.38
OPERATOR:	Loader	30.40	8.38
OPERATOR:	Mechanic	24.33	4.33
TILE SETTER \$ 18.72 3.35			
TRUCK DRIVER: Dump Truck\$ 27.04 0.00			

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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"





ATTACHMENT C

SUBCONTRACTOR'S FINAL RELEASE

SUBCONTRACTOR'S FINAL RELEASE CERTIFICATE AND INDEMNITY

Project No		Subcontract N	lo	
Amendments thereto, exe	ificate is made in accordance cuted by the to as the "CONTRACTOR."	hereir	nafter referred to as the	"SUBCONTRACTOR" and WSP-
materials, and services f hereby unconditionally re all liens and claims whats the consent of the CONT	urnished by the SUBCONT leases the CONTRACTOR a oever arising out of or during	RACTOR in the p and CLIENT, their of the performance of be specifically exce	performance of said Subcofficers, Agents, Employed said Subcontract other that epted from the terms of this	ne SUBCONTRACTOR for labor, contract, the SUBCONTRACTOR ees, Assigns, or Heirs from any and an such claims, if any, that may with as Release and Certificate, stated on
certifies under penalty of the performance of said SUBCONTRACTOR her from, all liens, claims, de- out of or in respect of any	perjury that all labor, materi Subcontract and all applical eby agrees to indemnify COI mands, penalties, losses, costs claim by any person or gove ished, or rendered under or p	ials, and services of ble state and federa NTRACTOR and C s, damages, and liab rnmental agency for	f every nature by whomso al payroll taxes and payr CLIENT, respectively, agai wility in any manner whatso r payment for work, labor,	rst duly sworn, further affirms and ever furnished in connection with oll insurances have been paid and inst, and hold them harmless of and oever heretofore or hereafter arising services, or materials heretofore or of said SUBCONTRACTOR or the
Executed this	day of	20		
			SUBCONTRACTOR	
		By:		
			OFFICIAL TITLE	
(If the SURCONTRA	ACTOR is a corporation, the	a following Cartific	eata will be executed)	
(If the SODCONTRA	te i Ok is a corporation, the	, tonowing certain	cate will be executed.)	
Ι,	, certify that	· · · · · · · · · · · · · · · · · · ·		of the
	s Release and Certificate; tha			
	of the SUBCONTRACTOR vas duly signed for and on beh			of said Corporation; that said erning body, and is within the scope
(Corporate Seal)		Signe	ed:	
(Corporate Sear)				





SECTION 8 SAFETY

&

SECURITY

REQUIREMENTS

Certificate of Understanding

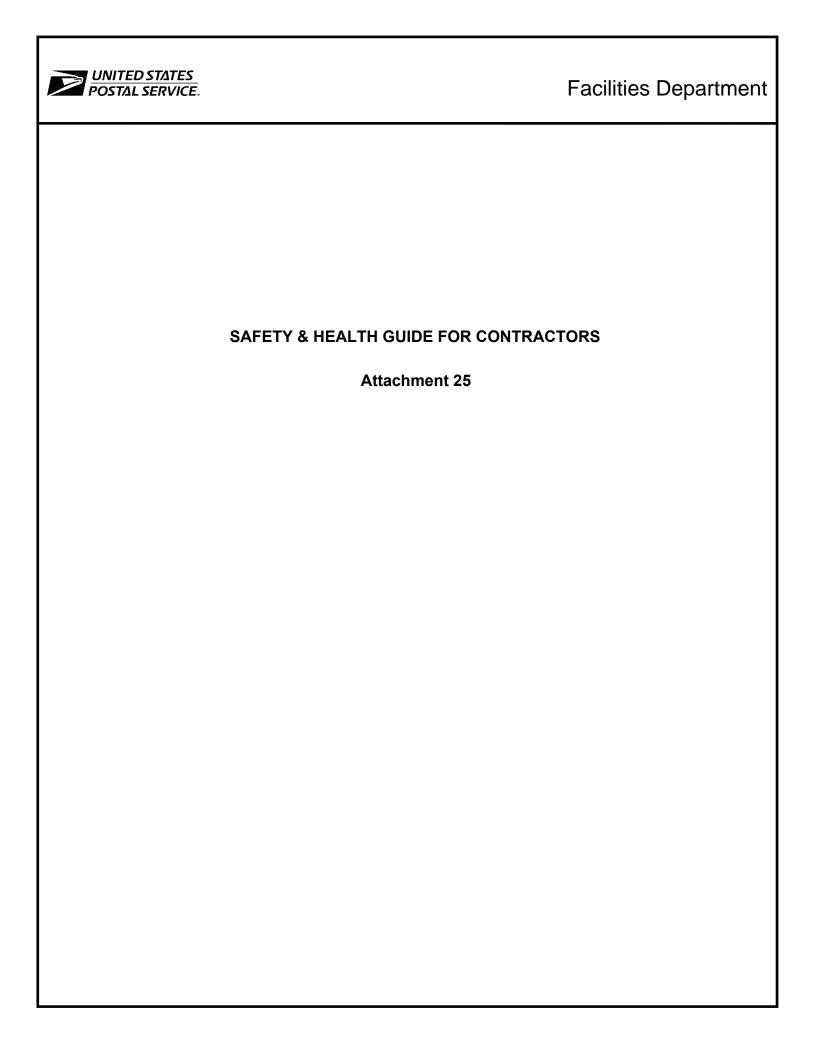
This Safety and Health Guide for Contractors was developed by the Postal Service to provide guidance for contractors hired to perform repair, alteration, renovation, demolition, equipment installation, and other work requiring access to postal-owned or -leased property.

Distribution

A copy of this Certificate of Understanding should be signed by the contractor's representative at the postaward orientation conference or before the commencement of work. A copy of this guide should be readily accessible where the work is being performed. The contracting officer's representative (COR) should thoroughly brief the contractor's representative on the Contract Safety and Health Requirements contained herein.

Contractor's Verification Statement				
As a representative of (contractor's name), I have received the <i>Safety and Health Guide for Contractors</i> prepared by the Postal Service. As the contractor's representative, I understand and accept the requirements contained herein, and I have reviewed each of the required sections of the guide with the COR and/or the designated Postal Service representative. I agree to review the contents of this guide with all subcontractors hired to perform work on postal property.				
Contractor's Representative				
Printed Name:	Contact Number:			
Signature:	Date:			
Designated Postal Service Representa	tive			
Printed Name:	Contact Number:			
Signature: Date:				
Safety Representative (If Required by	COR)			
Printed Name: Contact Number:				
Signature:	Date:			
Postal Service CO, COR, or Project Manager				
Printed Name:	Contact Number:			
Signature: Date:				
Maintain a copy of this signed form in the Postal Service and contractor's project files.				

May 2001 Updated With Revisions Through September 20, 2001



Safety and Health Guide for Contractors

- Certificate of Understanding
- Safety and Health and Related Environmental Requirements
- Emergency Procedures

Contractor's Verification Statement

Certificate of Understanding

This Safety and Health Guide for Contractors was developed by the Postal Service to provide guidance for contractors hired to perform repair, alteration, renovation, demolition, equipment installation, and other work requiring access to postal-owned or -leased property.

Distribution

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Contractor 5 vermoution ota	tomont
Postal Service. As the contractor's recontained herein, and I have reviewe	the Safety and Health Guide for Contractors prepared by the epresentative, I understand and accept the requirements and each of the required sections of the guide with the COR expresentative. I agree to review the contents of this guide
Contractor's Representative	
Printed Name:	Contract Number:
Signature:	Date:
Designated Postal Service R	epresentative
Printed Name:	Contract Number:
Signature:	Date:
Safety Representative (If Rec	quired by COR)
Printed Name:	Contract Number:
Signature:	Date:
Postal Service CO, COR, or I	Project Manager
Printed Name:	Contract Number:
	Date:

Safety and Health and Related Environmental Requirements

Issue	Regulatory Statement	Postal Requirements		
Asbestos	Asbestos-containing building materials (ACBM) is regulated by OSHA standards 29 CFR 1910.1001 and 1926.1101 requirements as well as by the Toxic Substances Control Act, the National Emissions Standards for Hazardous Air Pollutants, and the Resource Conservation and Recovery Act.	Review of Facility Asbestos Survey: Before any building maintenance, equipment installation, renovation, alteration, demolition, or other project begins, determine whether ACBM will be disturbed. Proper Work Practices: If ACBM is present, follow proper control procedures and work practices. Consultation With Facility Asbestos Coordinator: Consult with the facility manager or his or her designee before the start of any work likely to disturb ACBM. Disturbance means activities that crumble or pulverize ACBM or presumed asbestos-containing material (PACM) or generate visible debris. Operations may include drilling, abrading, cutting a hole, pulling cable, and crawling through tunnels or attics and spaces above the ceiling where asbestos is actively disturbed or asbestos-containing debris is actively disturbed. Asbestos Work Authorization: You must have an approved Form 8210, Work Authorization — Asbestos, before work begins within any building containing asbestos.		
Barricades, Barriers, and Warnings	Barricades are required for most contractor activities to isolate the work area from other personnel and to protect the contractor's employees. OSHA barricade requirements are found in 29 CFR 1926, Subpart G, and other 29 CFR 1910 and 1926 standards.	Your barricades must meet the OSHA requirements. In addition, you assume control of your work area during your activities unless otherwise specified in writing by the contracting officer (CO) or contracting officer's representative (COR).		
Confined Spaces	OSHA confined space requirements are found in 29 CFR 1910.146.	Confined space work must meet the OSHA requirements. You must have a comprehensive confined space program that includes a written program, employee training, entry and testing equipment, and rescue capabilities. If you require access to confined space requiring a permit, then the trained, designated Postal Service representative must review and approve the project and permit. Entry into other confined spaces must be in accordance with OSHA regulations.		
Electrical Work	OSHA has extensive electrical safety requirements in general industry (29 CFR 1910, Subpart S) and construction (29 CFR 1926, Subpart K) that must be followed. All electrical installations, modifications, etc., must comply with the most current edition of the National Electric Code NFPA 70 and the applicable State Electrical Code.	Lock or rope off work areas involving exposed energized equipment or have an attendant present to prevent accidental contact by unqualified people. Refer to the Barricade section of this guideline for additional information.		
Elevated Work and Fall Protection	OSHA has very stringent fall protection requirements concerning elevated work. The OSHA standard is located in 29 CFR 1926.500–503.	Follow strictly the applicable OSHA fall protection requirements.		

Issue	Regulatory Statement	Postal Requirements		
Excavation	Excavations are regulated by OSHA requirements by OSHA standards in 29 CFR 1926.650–652.	All excavations 4 feet or more in depth must be properly shored or sloped and meet all OSHA requirements.		
		Before any digging or drilling commences, inform the Postal Service COR and call Dig Safe or its local equivalent to determine whether any underground utilities are located in the work area. Submit documentation that these notifications have been performed. You must not begin digging or drilling until you have verified that underground utilities have been identified and are properly marked so that work may be accomplished in a safe manner.		
Fire Protection	OSHA and State Safety regulations require fire protection systems, extinguishers, and fire safety devices to be fully functional. Contract work must not adversely affect the performance of these systems.	Do not block, remove, or otherwise prevent Postal Service fire extinguishers from being immediately accessible and usable. If a system must be impaired by a scheduled shutdown, notify the appropriate Postal Service representative and do not proceed without Postal Service authorization.		
Hazard Communication	The OSHA Hazard Communication standard (29 CFR 1910.1200, 1926.59) requires that employers provide each employee information concerning the hazards of chemicals in the work area, safe work procedures, and emergency procedures.	Inform the Postal Service before any chemicals are used. Before materials are brought on site, provide material safety data sheets (MSDSs) and an inventory of materials. For projects that are anticipated to use substantial quantities of hazardous materials, you may be required to provide a routing, storage, and waste disposal plan.		
	procedures.	Upon request, the Postal Service will make available to you MSDSs for hazardous materials the Postal Service uses in the contractor work area.		
Hazardous Materials	OSHA has specific requirements concerning specific classes of hazardous materials, including compressed gases (29 CFR 1910, Subpart H) and flammable and	Follow all OSHA requirements regarding hazardous materials. Hazardous materials include, but are not limited to, flammable and combustible liquids, gasoline, diesel fuel, motor oil, lubricating oil, hydraulic oil, corrosive cleaners, and battery acid.		
	combustible liquids (29 CFR 1910.106).	Provide secondary containment for all containers of liquids that are over 5 gallons in capacity.		
	1010.100).	Immediately report all hazardous material releases ("spills"), regardless of how small or where they occur, to the designated Postal Service representative. Releases include solids, liquids, and gases.		
Hot Work	Contractors who perform hotwork — welding, brazing, bronzing, soldering, torch cutting, chipping, grinding, and any other task that generates sparks or heat — are required to have a Hot Work	qualified person has completed and signed a Postal Service Hot Work Permit. The permit will be valid for only a single work shift. You must display the permit at the work site.		
	Procedure that meets OSHA requirements found in 29 CFR 1910.252.	You are prohibited from performing hot work (a) when the Postal Service has not authorized it, (b) in locations in which fire protection systems have been impaired, (c) in the presence of explosive or flammable atmospheres, or (d) in locations were large quantities of flammable and combustible materials are unprotected.		

Issue	Regulatory Statement	Postal Requirements		
Powered Industrial Trucks	OSHA and the U.S. Department of Transportation have extensive regulations concerning powered industrial trucks and other mobile equipment, such as forklifts, platform trucks, and tow-motors. The OSHA regulations are located in 29 CFR 1910.178, 29 CFR 1926.602, and elsewhere and in various paragraphs of 49 CFR 40 through 399.	Powered industrial trucks and other mobile equipment must follow all traffic rules of the postal facility. The maximum speed limit for in-plant powered vehicles is 5 miles per hour. Many work areas have posted speed limits that you must strictly follow. Perform refueling only in authorized locations following safe procedures. As a general rule, the Postal Service does not allow gas- or diesel-powered industrial equipment inside postal facilities. Coordinate exceptions to the rule through the servicing safety office.		
Ladders	Contractors commonly use ladders to access work areas and perform services. OSHA has Ladder standards located in various parts of the Construction and General Industry regulations. Strictly follow all OSHA requirements regarding ladders. Barricade the ladder use area to preve contact with mobile equipment and employees.			
Lead-Based Paint	Lead-based paint (LBP) is regulated by OSHA standards 29 CFR 1910.1025 and 1926.62 as well as by the Toxic Substances Control Act (40 CFR 260 et seq.) and the Resource Conservation and Recovery Act 760 et seq.).	construction, alterations, and/or repair activities begin, determine whether LBP will be disturbed. If the painted		
Lockout/Tagout				
Machinery and Equipment	OSHA standards that apply to the hazards created by machinery, tools, and equipment are located in general industry regulations (29 CFR 1910) and construction regulations (29 CFR 1926).	Postal facilities use state-of-the-art mail handling machinery, some of which may operate automatically. Hazards may include, but are not limited to, moving parts and power transmission apparatus, pinch points, electrical contact, and hot surfaces. Do not use machine surfaces as work platforms. Contact the designated Postal Service representative concerning facility machinery.		

Issue	Regulatory Statement	Postal Requirements
Personal Protective Equipment	The OSHA general Personal Protective Equipment standard is located in 29 CFR 1910.132, with additional requirements located throughout OSHA General Industry and Construction standards.	Before beginning work, evaluate the work area for hazards, determine whether contract employees will be required to use personal protective equipment (PPE) to protect themselves from these hazards, and document the hazard assessment. Wear the PPE required by the postal facility in which you are working, regardless of your perception of hazard potential.
Regulated And Prohibited Materials	The U.S. Environmental Protection Agency regulates or prohibits the use of certain materials such as chlorofluorocarbons (see 40 CFR 82), lead solder (see Safe Drinking Water Act, 40 CFR 100–149), or sprayed-on asbestos-containing building material (see Toxic Substances Control Act, 40 CFR 76 et seq.).	Pesticides. The Postal Service has restricted the use of pesticides. Obtain prior approval of the district environmental compliance coordinator for special cases that may require the use of pesticide treatments. Seventeen Chemical Prohibition. Adhere to the Postal Service Hazard Communication Program and chemical prohibition policies. Do not use on postal property any of the 17 chemicals prohibited by EPA unless a Postal Service person authorizes its use (each of these chemical must be authorized separately). The district environmental compliance coordinator can supply the list. Asbestos-Free Products. Install no asbestos-containing products or materials in postal facilities. Lead. Apply no lead-based paint in postal facilities.
Scaffolding	OSHA has extensive Scaffolding standards, meant mainly to prevent employees from falling off scaffolds, that apply to the variety of types of scaffolds available and the numerous uses for them. The standards can be found in 29 CFR 1926.450–454.	Follow strictly the applicable OSHA scaffolding requirements. Provide adequate barrier protection around the scaffolding to prevent hazards to postal workers.
Walking and Working Surfaces	Personnel must be able to move about their work area safely and to exit the area and building safely if an emergency occurs. OSHA has a variety of regulations concerning these requirements in both General Industry (29 CFR 1910) and Construction (29 CFR 1926) standards.	If the project requires temporary modifications to the means of egress, inform the designated Postal Service representative before performing such actions, provide appropriate alternative means of egress, and communicated these to all employees.

Emergency Procedures

Preparations	Be prepared for emergency situations.
for Emergency	Ensure that emergency telephone numbers are site specific, readily available, easily read, and communicated to all employees.
	Train and authorize employees to implement emergency procedures.
Medical Emergencies	Have procedures and medical supplies to provide emergency medical services for your own personnel.
	Determine how to contact emergency medical services before work begins, and have on-site capabilities to contact such services immediately.
Fires	See Fire Protection above.
	In the event of a fire, you must:
	Immediately remove personnel from the area or building following Postal Service evacuation procedures.
	Immediately contact the nearest postal employee and inform him or her of the fire. You may also activate an emergency alarm in the area. If no postal employees are on-site, immediately contact the local fire department.
	Personnel trained in the use and limitations of fire extinguishers may attempt to extinguish the fire if it is safe to do so.
Chemical	See Hazardous Materials above.
Releases	If the event of a hazardous material release, you must:
	Immediately remove personnel from the area or building following Postal Service evacuation procedures.
	Immediately contact the designated Postal Service representative and inform him or her of the release. You may also activate an emergency alarm in the area. If no postal employees are on-site, immediately contact the local fire department.
	Contractor personnel should not respond to the release unless specifically trained and protected to perform hazardous material response.
Power Outages	In the event of a power outage, you must:
	Immediately stop work and assemble for a head count and possible facility egress.
	Inform all contract employees that equipment may automatically restart when power resumes.
	Immediately contract the designated Postal Service representative and inform him or her of the status of contract work and personnel head count. Relay at this time all hazards created due to the power outage.
12)	When power resumes evaluate the status of operations that were being performed relative to hazard potential. For example, the interruption of ventilation in confined spaces may generate atmospheric hazards.
Accident Investigation and Reporting	As soon as is practical after an accident, investigate and document an accident investigation. The documentation must describe the incident and identify the causes and the corrective actions that will prevent future incidents.
	Report all accidents, whether or not they result in injury. Give the written report to the Postal Service COR within 24 hours of the accident or incident.





SECTION 8 ATTACHMENT D WSP SAFETY REQUIREMENTS



Site Specific Safety Plan For



Pacific Region Vehicle Maintenance Facility (VMF) NGDV Upgrades

548331-984 Tacoma

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Project Safety Statement

WSP USA Solutions Inc. – The Korte Company (WSP-Korte) regards Safety as the number one priority on any project. Until specific contractors are vetted and under contract, specific Means and Methods are based on industry standards where possible. Each contractor hired by WSP-Korte will be required to submit a Site-Specific Safety Pan and associated Activity Hazard Analysis (AHA) for review and acceptance prior to mobilization.

The following Safety plan identifies general topics and processes and will be updated as information becomes available. At no time shall an employee of WSP-Korte or an employee of a sub-contractor to WSP-Korte perform any task for which they are not trained or have a clear understanding of.

Project Scope of Work

548331-984 Tacoma VMF

Contractor shall verify all dimensions and quantities in field and notify Architect and Owner of all discrepancies before work starts.

Repair & Alteration (R&A) Funded Scope of Work

The General scope of the R&A funded work includes interior remodeling and deferred maintenance items. The following scope is indicated as interior and Exterior.

Interior R&A Scope of Work

1. Lighting

Interior and exterior lighting will be updated to LED fixtures through this project scope of work. See drawing E100 Electrical Power & Lighting and the Electrical Schedule E401 for details.

2. Interior Finish Renovation

Painting

- a. The vehicle service area walls will be painted (P-1) white, ceiling paint will remain, and interior doors will be painted (P-6) medium gray. See Sheet A001 and A100 for additional finish room details. All ducting, lighting and/or mechanical will be adjusted to accommodate 15' 3" required lift clearance.
- b. The service bay flooring will be addressed through application of new epoxy coating.

Relocation of Utilities

c. Ducting, lighting, and/or mechanical will be adjusted to accommodate the required 15' 3" lift clearance.

3. Removing and installing new vehicle maintenance lifts.

Contractor Furnished and Contractor Installed - Vehicle Lift Replacement:

a. No vehicle lifts will be installed through this project.

See specifications and sheet A500 for details.

4. Overhead Door Replacement

- a. 7 overhead doors (Bay 1 7) will be replaced with coiling doors through this project scope of work. Refer to the drawings for additional overhead door details.
- b. No new egress doors will be replaced in this project scope of work.

Exterior R&A Scope of Work

- 5. Exterior finish renovation
 - a. The exterior wall surfaces will be power washed. Trim and existing doors will be painted as noted in plans.
- 6. Lot Upgrades
 - a. Updates in the parking lot will include filling sizable cracks (Bid 300') and the VMF lot will be restriped to accommodate parking for 17 employee vehicles and 18 Next Generation Delivery Vehicles (NGDV's). Striping will include repainting bollards, curbs, and road markings.

Inflation Reduction Act (IRA) Funded Scope of Work

The general scope of the NGDV funded work includes modifications to all areas associated with the layout and charging of the new NGDV.

- 1. No Electrical Upgrades for Charger Installation Contractor Furnished and Contractor Installed
 - a. New Transformers (0)
 - b. New Dedicated panels (0)
- 2. NGDV Electrical Scope of Work

 Owner Furnished and Contractor Installed

Electric Vehicle Chargers (2) - 2 Rexel USA Inc/ChargePoint CP6011B-80A-L7 single port, pedestal mounted, 16.6kW chargers with a 23' cable length. Electrical Vehicle Supply Equipment (EVSE) USPS Kit Number CP001.

Chargers will be placed as shown on the C200 Proposed Conditions drawing.

Each charger will be protected by bollards per plan and each parking space concrete wheel stop.

will have a 6-inch

All work shall be in accordance with applicable codes and local regulations that may apply. In case of conflict in or between the Contract Documents and a governing code or ordinance, the more stringent standard shall apply.

Facility Access

Access is required to all areas of the USPS Facility. Contractor will coordinate with USPS on badging of all employees to access site along with viewing the USPS Site Safety Video.

Asbestos Containing Materials

(At the time of proposal submission, the sub-contractors means, and methods are not confirmed, <u>WSP-Korte shall</u> <u>provide an update to this section upon award and prior to mobilization)</u>

Barricades, Barriers and Warnings

Barricades will be used to isolate the work area from USPS personnel and to protect the contractor's employees. All barricades and barriers will comply with OSHA requirements.

The Contractor's employees and Subcontractors will perform integrity inspections prior to beginning work each day. Any corrections required will be accomplished prior to work commencing.

Confined Spaces

This project does not involve entry into confined spaces.

Flectrical Work

The Contractor's employees and Subcontractors will lock off or barricade work areas involving exposed energized equipment or have an attendant present to prevent accidental contact by unqualified people. Refer to the Barricade section of this quideline for additional information.

Lock out tag out requirements will meet or exceed OSHA requirements along with linking and reviewing USPS's requirements (including local facilities lockout/tagout programs), providing evidence of employee training. If WSP-Korte encounter a Postal Service lockout/tagout device that prevents the continuation of work, we will not make an attempt to remove, tamper with, or bypass the devices. The Contractor's superintendent will contact the local Postal Service Maintenance official to make arrangements to have the lockout device removed in accordance with Postal Service lockout removal policies.

Types of Electrical Protection - Personal Protective Equipment consisting of the following:

Hard Hats, Safety Glasses, Ear Plugs, Rain-suits, Rubber Gloves, Sleeves and Blankets, Line Hoses and Locks and Tags for Lockout/Tag-out Procedures

Elevated Work and Fall Protection

(At the time of proposal submission, the sub-contractor's means and methods are not confirmed, <u>WSP-Korte shall</u> provide an update to this section upon award and prior to mobilization)

Equipment Used to Perform the Elevated Work - Scissor Lifts, Motorized Work Platforms Manlifts) and Ladders

Fall Protection (If a Fall Protection plan is required then the installing / selected Sub-Contractor shall prepare and submit for comment a written fall protection plan prior to mobilizing.)

The Contractor's employees and Subcontractors will comply with all of the applicable OSHA fall protection requirements and provide evidence of employee training. All ladder and scaffolding use will comply with OSHA requirements and any ladder or scaffolding used on the project will be inspected by the Contractor's employees and Subcontractors prior to use. The ladder and scaffolding use areas will be barricaded to prevent contact with mobile equipment and employees.

Excavation

This project does not involve excavation work

Fire Protection

OSHA and State Safety regulations require fire protection systems, extinguishers, and fire safety devices to be fully functional so the work being performed will not adversely affect the performance of these systems or equipment. The Contractor's employees and Subcontractors will not block, remove, or otherwise prevent Postal Service fire extinguishers from being immediately accessible and usable.

If a system must be impaired by a scheduled shutdown, the Contractor's employees and Subcontractors will notify the appropriate Postal Service representative and the work will not proceed until the local authorization has been provided from the Postal Service representative.

Hazard Communication

The Contractor's employees and Subcontractors will provide the local Postal representative with a copy of material safety data sheets (MSDSs) for any chemicals being brought on site and before being used.

Hazardous Materials

The Contractor's employees and Subcontractors will follow all OSHA requirements regarding hazardous materials. Hazardous materials include, but are not limited to, flammable and combustible liquids, gasoline, diesel fuel, motor oil, lubricating oil, hydraulic oil, corrosive cleaners, and battery acid.

The Contractor's employees and Subcontractors will provide secondary containment for all containers of liquids that are over 5 gallons in capacity. Immediately report all hazardous material releases ("spills"), regardless of how small or where they occur, to the designated Postal Service representative. Releases include solids, liquids, and gases. These materials will be stored in a designated area approved by the local Postal representative or in the vehicles of the subcontractors performing the installation.

Hot Work

This project is not expected to require hot work.

Housekeeping

The Contractor's employees and Subcontractors are responsible for cleaning their work area daily. Methods include Sweeping

Cleanliness Measured and Assessed - the Contractor's employees and Subcontractors will compare work areas against area not disrupted by construction and perform cleaning within 80% - 90% comparisons. Work areas cannot be 100% because the work will be on a continuing basis and cannot be considered 100% until completed.

Powered Industrial Trucks

The Contractor's employees and Subcontractors will comply with all OSHA and the U.S. Department of Transportation regulations concerning powered industrial trucks and other mobile equipment, such as forklifts, platform trucks, and tow-motors. Powered industrial trucks and other mobile equipment will follow all of the traffic rules of the postal facility. The Contractor's employees and Subcontractors will comply with the maximum 5 mile per hour speed limit for in-plant powered vehicles or any other posted speed limits. Refueling will only be performed in authorized locations and they will follow all applicable safety procedures.

The Contractor's employees and Subcontractors will not utilize gas or diesel powered industrial equipment inside the postal facility. However, if an exception is needed the Contractor's superintendent will contact the USPS Project Manager and the local Postal safety representative.

Lead-Based Paint

(At the time of proposal submission, the sub-contractors means, and methods are not confirmed, <u>WSP-Korte shall</u> provide an update to this section upon award and prior to mobilization)

This project does not involve lead-based paint.

Machinery and Equipment

This project does not involve working on USPS owned machinery and equipment.

The Contractor's employees and Subcontractors will not use machine surfaces as work platforms.

Personal Protective Equipment (PPE)

The Contractor's employees and Subcontractors will evaluate the work area and proposed task for hazards prior to starting any work, by completing a Job Hazard Analysis (JHA) or equivalent. The analysis will determine what personal protective equipment will be required to use to protect themselves from identified hazards. The AHA will serve as documentation of the hazard assessment.

All the Contractor's employees and Subcontractors will wear the PPE required in the Job Hazard Analysis regardless of the perception of a hazardous potential.

Personal Protective Equipment typically consists of the following:

ANSI Z87.1 Safety Glasses
Hard Hats (If required then select appropriate type)
Safety Footwear – work-boots with rubber soles
Personal Fall Protection – (Safety Harnesses and Hard Hats are required in Scissor Lifts)
Hearing Protection
Gloves (If required then select appropriate type)

Pollution Prevention and Waste Management

The Contractor's employees and Subcontractors are responsible for the proper management and disposal of any and all waste generated by this project.

Regulated and Prohibited Materials

This project does not involve regulated or prohibited materials.

Should the scope of the project require the use of any of the chemicals listed below then prior to use the contractor

shall amend this section of the Safety Plan and have approval from the USPS.

The U.S. Environmental Protection Agency regulates or prohibits the use of certain materials such as chlorofluorocarbons, lead solder, lead-based paint or asbestos containing building materials. The Postal Service has restricted the use of pesticides and they have targeted the following list of chemicals that should be avoided where feasible so we will comply with that requirement:

- 1. Trichloroethane (Methyl chloroform, methyltrichloromethane, trichloromethylmethane, and alphatrichloromethane) Commonly found in: solvents, glues, aerosols, spot cleaners
- 2. Trichlorobenzene Commonly found in: solvents, degreasers, herbicides
- 3. Benzene Commonly found in: gasoline
- 4. Lead Commonly found in: batteries, pipes, roof materials, wheel weights
- 5. Mercury Commonly found in: fluorescent lamps, thermostats
- 6. Methylene chloride (dichloromethane) Commonly found in: solvents, paint strippers
- 7. Methyl ethyl ketone (MEK, 2-butanone) Commonly found in: paints, glues, cleaning agents
- 8. Methyl isobutyl ketone (MIBK, MIK, hexone) Commonly found in: paints, varnishes, lacquers
- 9. Naphthalene Commonly found in: dyes, insecticides
- 10. Tetrachloroethylene (tetrachloroethene, perchlorothylene, PCE, PERC) Commonly found in: degreasers, dry-cleaning
- 11. Toluene Commonly found in: gasoline, paints, thinners, adhesives
- 12. Trichloroethylene (TCE) Commonly found in: solvents, paint removers, adhesives
- 13. Xylenes Commonly found in: solvents, cleaning agents, gasoline

Restroom Facilities

The Contractor's employees and Subcontractors will utilize USPS restroom facilities

Smoking Areas

The Contractor's employees and Subcontractors will use the same areas designated for Postal Service Employees.

Training and Competency

(At the time of proposal submission, the sub-contractors that will be onsite are not known, <u>WSP-Korte shall provide</u> an update to this section upon award and prior to mobilization)

The following employee(s) have completed OSHA / Safety training as indicated:

First / Last Name	Designation	OSHA 10	OSHA 30	First Aid	Hazwoper	USPS Safety Orientation	Other

Walking and Working Surfaces

The Contractor's employees and Subcontractors will provide accessible areas so that Postal personnel can move about their work area safely and to exit the area and building safely if an emergency occurs.

When work areas are barricaded off, it could affect the typical methods of access / egress, in these cases, the project team will coordinate with the USPS so the alternate routes for the means of egress can be communicated to all personnel in the facility.

Emergency Procedures

(At the time of proposal submission, the sub-contractors that will be onsite are not known. Additionally in most cases the emergency procedures followed by contractors includes USPS site specific procedures that are provided in the USPS Safety Orientation film, the contractors own Site Specific Safety Orientation and published USPS documents, for this reason <u>WSP-Korte shall provide an update to this section upon award and prior to mobilization</u>)

Preparations for Emergency

The Contractor's employees and Subcontractors have been trained and authorized to implement emergency procedures by holding and documenting a Site-Specific Safety Training Orientation and viewing the USPS Safety Video. At least one first aide trained employee will be on-site for each project. For larger projects that number will be further defined.

Medical Emergencies

Each contractor/subcontractor will maintain at least one first aid kit per crew on-site. Should a medical emergency occur to the contractor's employees, the contractor will evaluate to determine if an immediate danger exists to the victim. If the victim or other personnel are in danger, the contractor shall inform other employees to leave the area immediately and call 911.

If the contractor determines that no danger exists and the person can be rescued without further injury or endangering others, it is permissible for the rescue to be self-performed

All "Emergencies" shall be reported to the USPS PM as soon as possible not to exceed 4 hours from the time of incident, with the draft incident report following within 24 hours.

The Project specific phone numbers are listed below.

EMERGENCY CALL 911

If immediate danger does not exist to the victim or other employees, and the injury appears severe or questionable, the victim should not be moved and 911 should be called.

Should an injury occur where the extent of the injury is unknown, then the employee should seek medical attention.

If there is any injury on the job, the impacted employee must notify the WSP-Korte Construction Manager of the injury and the circumstances surrounding the injury. The Construction Manager shall document the problem and then provide the information to the following personnel as required:

Company	First / Last Name	Title	Phone	Email
USPS				
WSP-Korte				
WSP-Korte				

Fire Emergencies

Should a fire emergency occur, the following procedures will be followed:

Individuals in the immediate area will be directed to leave the building, utilizing the on-site evacuation plans or revised plans posted throughout the work area. The Contractor's employees and Subcontractors have been instructed to contact the nearest postal employee and inform him or her of the fire and to activate an emergency alarm in the area. If no postal employees are on-site, the Contractor's employees and Subcontractors will immediately contact the local fire department.

The Contractor's employees and Subcontractors will meet outside at the following location:

(Typically, the Primary and alternative "Marshaling" areas are identified during Site Specific Safety Orientation)

The Contractor's Superintendent will confirm that all of their employees and their subcontractor's employees are safe and accounted for and then the superintendent will contact the on-site USPS Safety Representative.

If the fire can safely be stopped, controlled, and extinguished by use of a portable fire extinguisher, and the Contractors employees have been properly trained, it is permissible to extinguish the fire.

During the Contractors Site Specific Safety orientation, employees and Subcontractors will be shown the location of fire extinguishers in the facility. Prior to commencing work the daily tailgate safety meeting will identify the nearest fire extinguisher location.

Evacuation Plans

The Contractor's employees and Subcontractors will be informed of the posted evacuation plans and the meeting location outside the facility in the case of an evacuation. The Contractor's Superintendent will also review the evacuation plans and meeting location with all of the subcontractor's employees on the project.

Facility and/or Equipment Damage

Should an incident occur that damages USPS property and/or equipment an immediate assessment will be made to determine if the damage presents an immediate threat to employees in the area. If yes, the Contractor's employees and Subcontractors will direct their employees to leave the affected area. Once this has been accomplished, the Contractor's Superintendent will contact the Maintenance representative to discuss and formulate a containment plan with subsequent correction of identified deficiencies. All incidents involving equipment damage regardless of severity will be reported to the USPS Facilities Maintenance Manager and USPS Project Manager.

Chemical Releases

If the event of a hazardous material release, the Contractor's employees and Subcontractors will immediately remove personnel from the area or building following Postal Service evacuation procedures. They will immediately contact the designated Postal Service representative and inform him or her of the release and they will also activate an emergency alarm in the area. If no postal employees are on-site, they will immediately contact the local fire department.

The Contractor's employees and Subcontractors will not respond to the release unless they have been specifically trained and protected to perform hazardous material response. All incidents involving Chemical release regardless of severity will be reported to the USPS Facilities Safety Representative and USPS Project Manager

Power Outages

In the event of a power outage, the Contractor's employees and Subcontractors will immediately stop work and assemble for a head count and possible facility egress. They will immediately contract the designated Postal Service representative and inform him or her that their employees have all been accounted for and then relay any hazards created due to the power outage. They will also inform all of their employees that equipment may automatically restart when power resumes.

When power resumes the Contractor's employees and Subcontractors will evaluate the status of operations that were being performed relative to hazard potential. For example, the interruption of ventilation in confined spaces may generate atmospheric hazards.

Accident Investigation and Reporting

As soon as is practical after an accident, the Contractor's employees and Subcontractors will investigate and

document the accident. The documentation will describe the incident and identify the causes and the corrective actions that will prevent future incidents and all accidents, whether or not they result in injury will be investigated and documented. Copies of the written report will be provided to the USPS Project Manager within 24 hours of the accident or incident.

Acknowledgment / Acceptance of Site-Specific Safety Plan

This USPS provided E-15 Project Safety Plan is intended to facilitate contractor compliance with safety and health requirements contained in 29 CFR 1910 and 1926 and environmental requirements contained in 40 CFR 260-279.

It is understood that at the time of proposal submission, the sub-contractors that will be onsite are not known, therefore specific means and methods have not been defined nor have specific JHAs been developed. Additionally, there is site specific information that needs to be included into our Project Specific Safety program. Information such as how to access an outside line to call 911, locations of fire extinguishers, eye-wash stations, MSDS / SDS files, emergency procedures, marshalling points, etc. are not known at this time. After the contractor is selected, viewed the USPS safety Video, and performed the Site-Specific Safety Orientation, JHAs will be provided for identified task and included in a revised Site-Specific Safety Plan. WSP-Korte shall then provide the USPS Project Manager an updated Project Specific Safety Plan prior to execution of construction activities.

Signature of Contractor	Date
Printed Name	Title





SECTION 8 ATTACHMENT E

SAMPLE SAFETY FORMS

Activity Hazards Analysis

					Pageor
Project Name & Number:		AHA No.		Date:	New:
Location:		Contractor:			Revised:
Required Personal Protective Equipment:				Analysis by:	Date:
Superintendent/Competent Person:				Reviewed by:	Date:
Work Operation:				Approved by:	Date:
Work Activity	Potential Hazards	3	Preventive or Corrective Measures	Inspect	ion Requirements
l	I				

Training Requirements:

All assigned employees are required to familiarize themselves with the contents of this AHA before starting a work activity and review it with their Supervisor during their Daily Safety Huddle.

Initial Subcontractor Employee Training Acknowledgment

Name of Trainer:
Training Subject:
Training materials used:
Name of employee:
Date of hire/assignment:
I,, hereby certify that I have received training as described above in the
following areas:
 The potential occupational hazards in general in the work area and associated with my job assignment.
 General safety requirements indicate the safe work conditions, safe work practices and personal protective equipment required for my work.
 The hazards of any chemicals to which I may be exposed and my right to informatic contained on material safety data sheets for those chemicals, and how to understan this information.
 My right to ask questions, or provide any information to the employer on safety either directly or anonymously without any fear of reprisal.
 Disciplinary procedures the employer will use to enforce compliance with general safety requirements.
I understand this training and agree to comply with general safety requirements for my work are
Employee Signature Date
Employee Signature Date

Subcontractor Competent Person Form

Project:				
Definition A competent person is a person having the ability to recognize existing and predictable hazards and having the authority to correct them.				
Responsibility The designated subcontractor competent person is responsible for recognizing and correcting safety risks/hazards. This person has the authority to stop work in a potential safety concern on the jobsite. This Subcontractor Manager and competent person are considered the contacts for WSP projects. This form must be completed by each subcontractor's manager and the subcontractor's designated competent persons. Where a subcontractor is responsible for multiple crafts, it will be Necessary to maintain additional designated competent persons and forms; Each subcontractor on a WSP project must submit this completed form to the WSP Construction Manager before beginning work on the project and must update it any time the designated representative(s) changes.				
	Acknowledgr			
Subcontractor Manager have assigned				
Subcontractor Manager (Signa	ature)	Date	-	
I, Competent Person (Signati	 ure)	acknowledge that I	have been thoroughly	
trained and have the experience	to perform the duties			
competent person in the areas rauthority to correct hazards and danger situation. Asbestos Respiratory Protection Fall Protection Demolition Underground Const.		derstand that I have ent of a potential ha		

Risk Mitigation Two-Week Look-Ahead Form

Safety plan for week ending:	Subcontractor:
Project/ Location:	Meeting date:
Plan Prepared by:	Dated:
Next Two Weeks Scope of Work:	
Identified Risks/Exposures/Hazards:	
Control Measures:	
Additional Activity Hazards Analysis Required:	
Subcontractors Mobilizing/Demobilizing:	
Audit/Inspections Scheduled:	
Competent Person Changes:	
Planned Orientation/Training :	
Recommendations/Comments/Concerns:	
Note: This information should be incorporated into the meeting m	inutes.





SECTION 8

ATTACHMENT F

USPS REPRESENTATIONS & CERTIFICATIONS



Facilities Department

A. 400 REPRESENTATIONS AND CERTIFICATIONS

A.401 REPRESENTATIONS AND CERTIFICATIONS (PROVISION 4-3) (MARCH 2006)

- a. Type of Business Organization; The offeror, by checking the applicable blocks, represents that it:

 (1) Operates as:

 a corporation incorporated under the laws of the state of _____; or country of _____, if incorporated in a country other than the United States of America.
 an individual; ___ a partnership; ___ a joint venture; ___ a limited liability company; ___ a nonprofit organization; or ___ an educational institution; and
 (2) Is (check all that apply)
 a small business concern; ___ a minority business (indicate minority below): ___ Black American ___ Hispanic American
 ___ Native American ___ Asian American: ___ a woman-owned business; or__ none of the above entities.
 - (3) Small Business Concern. A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.
 - (4) *Minority Business*. A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely
 - U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)
 - (5) Woman-owned Business. A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by beingactively involved in day-to-day management.
 - (6) Educational or Other Nonprofit Organization. Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.
- b. Parent Company and Taxpayer Identification Number
 - (1) A parent company is one that owns or controls the basic business polices of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to beable to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights,

or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations.
Offeror's TIN:
(3) Check this block if the offeror is owned or controlled by a paren company:
(4) If the block above is checked, provide the following information about the parent company Parent Company's Name:
Parent Company's Main Office:
Address:No. and Street:
City:State:ZIPCode:
Parent Company's TIN:
(5) If the offeror is a member of an affiliated group that files its
federal income tax return on a consolidated basis (whether or no

(2) Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number

c. Certificate of Independent Price Determination

Name of Common Parent: ___

Common Parent's TIN:

affiliated group:

(1) By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

the offeror is owned or controlled by a parent company, as provided

above) provide the name and TIN of the common parent of the

- (a) The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
- (b) Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
- (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- (2) Each person signing this proposal certifies that:
 - (a) He or she is the person in the offeror's organization responsible for the decision as to the prices being offeredherein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
 - (b) He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.
- (3) Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.



Facilities Department

- d. Certification of Nonsegregated Facilities
 - (1) By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.
 - (2) As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
 - (3) The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

e. Certification Regarding Debarment, Proposed Debarment, and Other Matters

(This certification must be completed with respect to any offer with a value of \$100,000 or more.)

- (1) The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:
 - (a) Are are not_presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;
 - (b) Have_have not_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction frecords, making false statements, tax evasion, or receiving stolen property;
 - (c) Are_ are not _ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;
 - (d) Have__ have not__ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

- (e) Are_ are not _ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.
- (2) The offeror has has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
- (3) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- (4) The offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's Supplying Practices). The offerors failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.
- (6) Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (7) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.
- (8) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the Contracting Officer may terminate the contract resulting from this solicitation for default.



Facilities Department

A.4 (Pr	02 DOMESTIC SOURCE CERTIFICATE - CONSTRUCTION MATERIALS OVISION 1-3) (MARCH 2006)			se of professional services	
The	offeror certifies that only domestic construction materials (as defined	Г	Name	Title / Position	Telephone #
in the Preference for Domestic Construction Materials Clause 1-10 in Section B.400) will be used in the performance of this contract, except for		1			
	ign construction materials listed below:	2			
		3	1		
		4			
		5	i l		
		6			
_					
A.4	03 REPRESENTATION OF RIGHTS IN DATA (PROVISION 8-2) (MARCH 2006)				
a.	By completion of the representation below, the offeror must identify in its proposal the data (including subcontractor–furnished data) it intends to identify as "limited rights data" or "restricted computer software," or that it does not intend to provide as required. Any identification of limited rights data or restricted rights computer software is not determinative of the status of such data, should a contract be awarded to the offeror.				
	Representation Concerning Data Rights				
	Offeror has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block):				
	None of the data proposed for fulfilling the requirements qualifies as limited rights data or restricted computer software.				
	Data proposed for fulfilling the requirements qualify as limited rights data or restricted computer software and are identified as follows:				
b.	"Limited rights data" and "restricted computer software" are defined in the contract clauses entitled Rights in Technical Data and Rights in Computer Software.				
A.4 (PR	04 EQUAL OPPORTUNITY AFFIRMATIVE ACTION PROGRAM OVISION 9-1) (MARCH 2006)				
1 on t the 2) a	offeror, by checking the applicable block or blocks, represents that it has developed and has on file, has not developed and does not have file, at each establishment, affirmative action programs as required by rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-ind_ has,_ has not filed the required reports with the Joint Reporting inmittee, or				
acti	has not previously had contracts subject to the written affirmative on program requirement of the rules and regulations of the Secretary abor.				
A.4	05 AUTHORIZED NEGOTIATORS (PROVISION F-401) (MARCH 2006)				
	e Offeror represents that the following persons are authorized to otiate on its behalf with the Postal Service in connection with this				

The Foregoing Representations and Certifications are made by: Offeror: Signature: Typed Name: Title: Date:





SECTION 8 ATTACHMENT G

BASIC SECURITY CLEARANCE



Basic Security Clearance Requirements

Conti	ractor:	Contract Numb	Contract Number:		
Proje	ect:	Location:			
	Basic Se	ecurity Clearance Requirements:			
b. c. d. e.	phencyclidine (PCP), which the Substance Abuse and Mental Health Services Administration (SAMHSA) has identified as the five most abused substances. The screening test must be performed by a SMAHSA-approved, certified laboratory and must meet the cut-off levels established by SAMHSA. The certification must include the name of the employee, the name of the institution that performed the test, the name of the agency that certified the laboratory, the date of the test (within 90 days of the submission of the results), and the negative results of the test. Is not on parole, probation, or under suspended sentence for the commission of a felony. Has not been convicted of a criminal violation during the past five years for offenses that involved dishonesty, moral turpitude, financial gain or assault. Has not engaged in the illegal use, possession, sale, or transfer of narcotics or other illicit drugs during the past 5 years.				
crimi	nal history inquiries subject to review	oporting documentation for the drug solve by the U.S. Postal Service. This despecifically requested by the Contract	ocumentation is not to be		
attac contr prior facilit	hed list of employees. If circumstand actor will submit these changes in w to allowing any individual access to	Security Clearance Requirements has ces change from those stated regard writing to the USPS stating compliance the Postal Facility. An individual who easic Security Clearance Requirement codes to the project facility.	ing any individual, the se with ASM 13, July 1999, o has had access to a USPS		
	(Contractor's Certification:			
		ched page(s) fulfills the Basic Securi al Service for contract employees und			
Certi	fying Officer (Type/Print)	Signature	Date		
	Position Title		Phone Number		
	Mailing Address				
	City	 State	ZIP+4		

POSTAL SERVICE	Basic Security Clearance Requirements		
Contractor:	Contract Number:		
Project:	Location:		

Basic Security Clearance Employee List

Company	Job Title	Name	Contact #	Contact Email





SECTION 8

ATTACHMENT H

ASBESTOS AND LEAD-FREE CERTIFICATION

Certificate of Asbestos and Lead-Based Paint

(New Work)

To:	Contracting Officer, United States Postal Service
Subject:	Certification for new construction
Postal facility name:	
Postal facility address:	
	hereby certifies that no asbestos-containing material in excess of 1 percent as defined by nental Protection Agency regulations, and no lead-based paint has been furnished or sed project.
Address:	<u> </u>
Telephone:	Date executed:

The penalty for making a false statement is prescribed by 18 USC 1001.