

ATTACHMENT 5

GENERAL CONDITIONS FORT SILL NATIONAL CEMETERY GROUNDS MAINTENANCE

1. WORK ENVIRONMENT AND WEATHER CONDITIONS:

- a. All work under this service contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, heat, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme. The Contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Weather will not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it may be necessary to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government. If weather conditions are such the work performed on that day may cause more damage to the Cemetery grounds than good, the COR has the authority to stop work until conditions improve and he/she extends a commence work order.
- b. Due to the sensitive mission of the Cemetery, the work could occasionally involve contact with and/or exposure to grieving individuals. Contractor personnel shall exercise and exhibit absolute decorum, composure and stability at all times and refer such individuals to Cemetery Staff.

2. SAFETY AND ENVIRONMENTAL PROTECTION:

- a. The Contractor shall be responsible to ensure all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the Contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
- b. Matters related to safety, and any actions of the Contractor shall meet all safety requirements, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements.
- c. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, Cemetery employees, and vehicular traffic within the area.
- d. Spill Prevention, Containment, and Clean-up: The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with all applicable Federal, State, and Local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.

- e. The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Contractor shall ensure that appropriate safety equipment is used by Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:
 - 1) Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
 - 2) Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926.
 - 3) Means of Egress: Do not block exits for occupied buildings, including paths from exits to roads. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
 - 4) Situate temporary facilities, such as trailers, storage sheds, and dumpsters, away from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).
 - 5) Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
 - 6) Flammable and Combustible Liquids: No flammable and combustible liquids shall be stored within the Cemetery property. [Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.]
 - 7) Smoking: Smoking is prohibited except in designated smoking rest areas approved by the COR.

3. USE OF CEMETERY FACILITIES:

- a. The Government shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.
- b. The Government will not furnish a storage building at the Cemetery site for use by the Contractor to store supplies and equipment. However, the Government will provide an area designated for the Contractor's use. The Contractor can establish facilities to include but not limited to office site, covered storage, and portable toilet facilities on or in the designated area after such facilities are approved by the COR and Contracting Officer (CO). All utilities to this area are the responsibility of the Contractor. The Government will not be responsible for any damage to or loss of the Contractor's equipment and

supplies stored on the Government's premises. The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment.

- c. The Contractor shall be responsible for safely storing any chemicals, pesticides, herbicides, and cleaning solutions in accordance with manufacturers recommendations. A Safety Data Sheet (SDS) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- d. Electricity and phone service will NOT be furnished by the Government for the Contractor's work area.

4. OPERATIONS AND STORAGE AREAS:

- a. Working space and space available for storing materials will only be available at the approval of the COR or Contracting Officer. If approved, the location is to be where approved by the COR. It is understood the VA will not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism or theft while on site. Contractor shall base operations out of this staging area, using it for materials and equipment storage, administration, employee toilets, trash dumpster area, employee parking, and employee lunch/break area.
- b. "Contractor Staging Area" fencing: Before work operations begin, Contractor shall provide a chain link fence, six (6) feet minimum height, around the "Contractor Staging Area". Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade. After completion of project work, Contractor shall remove fencing and restore area back to original condition.
- c. "Contractor Staging Area" facilities: Temporary buildings (e.g., storage sheds, shops, offices) may be erected by the Contractor within the approved "Contractor Staging Area" with the approval of the COR or Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- d. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or Contracting Officer. Do not store materials and equipment in other than approved areas. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- e. The Contractor shall, under regulations prescribed by the Contracting Officer or COR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COR or Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the

Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

- f. Execute work in such a manner as to interfere as little as possible with work being done by others. To minimize grounds maintenance activity interference with flow of Cemetery traffic, keep roads, walks and entrances to grounds, parking and occupied areas of buildings clear of materials, debris and standing equipment/vehicles at all times. At least one lane must be open to traffic at all times.
- g. Coordination of work with COR or authorized designee: The burial activities at a National Cemetery will take precedence over grounds maintenance activities. The Contractor shall cooperate and coordinate with the COR or authorized designee, in arranging schedule to cause the least possible interference with Cemetery activities in actual burial areas. Work noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period.

5. TEMPORARY TOILETS:

The Contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, and litter. Locate portable toilet facilities in the COR approved "Contractor Staging Area" only. It will not be permissible to locate portable toilet facilities in any other locations throughout the Cemetery. Use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract. All connections and appliances connected therewith shall be removed prior to completion of contract, and premises left perfectly clean.

6. AVAILABILITY AND USE OF UTILITY SERVICES:

- a. **WATER:** Water will only be made available via Contractor connection to existing Cemetery water system in existing locations where connection is available, and for purposes of this contract only. The Contractor at Contractor's expense and in a workmanlike manner satisfactory to the COR shall be responsible for installing and maintaining temporary connections to the Cemetery water supply in accordance with regulations. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained. In locations where Cemetery water system is not readily available, the Contractor shall provide and utilize portable water tanks and/or water trucks as necessary to transport water to areas where needed in order to complete the work required by this contract.
- b. **ELECTRICITY:** In case the Contractor requires electricity while in performance of this contract, the Contractor shall provide and utilize portable generators as necessary to complete the work.

7. PARKING AND VA REGULATIONS:

- a. Contractor employees may park privately owned vehicles in the area designated for parking by the COR. It is the responsibility of the Contractor to ensure his employees

park in the appropriate designated parking areas. The Cemetery shall not validate or make reimbursement for parking violations of the Contractor's employees under any conditions.

- a. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations 38 CFR 1.218 may result in citation/summons answerable in the United States (Federal) District Court, or other appropriate jurisdiction/agency. Offenders may be subject to a fine, removal from the premises, or arrest. Examples of prohibited items include but are not limited to:
 - 1) Firearms (either openly or concealed), explosives or other dangerous or deadly weapons of any kind;
 - 2) Explosive materials such as blasting caps or similar items;
 - 3) All forms of illegal drugs;

8. DISPOSAL AND RETENTION:

- a. Contractors shall be responsible for cleaning Cemetery structures, headstones/flat makers, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures headstones/flat markers, and monuments at the end of each workday. Roadways shall be kept clean and free of tracked dirt and mud resulting from the Contractor's operations. No hazardous chemicals are to be used at any time on Government property with the exception of herbicide treatments. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.
- b. At the end of each day the Contractor shall remove all debris resulting from the contract work from the Cemetery site. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site.
- c. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor shall provide his/her own REFUSE FACILITIES, and these shall only be located in the COR approved "Contractor Staging Area". Do not place dumpsters or refuse facilities in any other location at the Cemetery other than the approved "Contractor Staging Area". The Contractor shall dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR.
- d. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act (RCRA) and all other applicable Federal, State, and Local law and regulations. No on-Cemetery storage or disposal of hazardous waste is allowed.

9. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

- a. The Contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, and irrigation equipment while performing mowing, trimming, and edging services.
- b. Damage to Government property: The Contractor (including his or her employees, subcontractors, consultants or the like) shall be responsible for repair or replacement of any Contractor damaged Cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc, which are chipped, marred, damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the COR prior to repair, replacement, or installation.
- c. Contractor mowing, trimming and edging operations shall not damage existing cemetery features to include but not limited to headstones, markers, floral or commemorative items, structures, survey monuments, or irrigation equipment.
- d. The Contractor shall move and replace all floral or commemorative items to their proper place as necessary while performing mowing/trimming services. The Contractor shall repair or replace all damaged items caused by the Contractor as directed by the COR at no additional cost to the Cemetery.
- e. The Contractor is responsible for removal and replacement of all lawn, shrubs and trees due to damage by the Contractor. Contractor shall provide replacement plants and shall be of the same type and size. The Cemetery is responsible for plants damaged by the Cemetery or third parties, storms, flood or frost damage and trees beyond their normal life span.
- f. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so by the COR, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.
- g. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing

the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

- h. Protection of Existing Utilities: Contractor shall be responsible for damages to utilities, above and below ground.
- i. Refer to paragraphs, "*Operations and Storage Areas*", "*Alterations*", and "*Restoration*" for additional instructions concerning repair of damage to structures and site improvements.

10. RESTORATION:

- a. Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, do not disturb any water, steam, gas, or electric services without prior approval of the COR or Contracting Officer. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original construction, except as otherwise shown or specified.
- b. Upon completion of contract, Contractor shall deliver work complete and undamaged. Existing Cemetery features (lawns, paving, roads, and walks) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.
- c. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen/subcontractors to existing Cemetery infrastructure.

11. HISTORIC PRESERVATION:

Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, area advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the COR verbally, and then with a written follow up.

12. WORK PERFORMED BY OTHERS ON SITE:

The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it shall be provided by the COR. The Contractor Superintendent shall be responsible for reporting to the COR any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor Superintendent shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the COR to resolve the issue.

13. STANDARDS OF EMPLOYEE CONDUCT:

Every action by Contractor personnel at the Cemetery shall be performed with the special care, reverence, dignity, and respect that acknowledges the Cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans, and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat markers that mark those gravesites and memorialize the service of individuals.

Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 901.

- a. Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are required. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.
- b. Behavior and language must be appropriate, reverent, and respectful at all times.
- c. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
- d. Use of intoxicating beverages and/or illegal drugs on the Cemetery premises is strictly prohibited.
- e. Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items shall be placed or leaned on headstones or monuments.

14. EMPLOYEE REQUIREMENTS:

- a. The Contractor shall be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.
- b. Labor Force and Equipment: The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Contractor shall be responsible to provide at no additional costs, labor and equipment as necessary to meet deadlines. The Contractor shall use any additional resources necessary to meet or return to specified work requirements after special events and/or services. The Contractor shall determine the number of employees and the amount and kinds of equipment needed during the period of performance.
- c. Employee Listing: The Contractor shall maintain and provide the COR a current list of all employees on site including subcontractor personnel. The list shall include the employee's name, job title, social security number, address, and phone number.

- d. Employee Identification: The Contractor's employees shall wear visible identification at all times while on the premises of the Cemetery.
- e. Contractor personnel shall park only in the COR approved "Contractor Staging Area" identified for this project. Workers are not allowed to park throughout the Cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the Cemetery.
- f. The Contractor shall be responsible to ensure that his/her employees (including Contractor's consultants, and subcontractors) are aware of all the terms and conditions set forth above in this solicitation package regarding their performance and conduct during the performance period of this contract.
- g. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.
- h. Contractor personnel are subject to rules of the Cemetery applicable to their conduct.

15. ORIENTATION FOR CONTRACTOR EMPLOYEES:

The Contractor shall be responsible to ensure that Contractor employees coming to the work site will receive complete information on each of these subjects:

- a. Safety, Environmental Protection, and Fire Safety.
- b. Project Work Schedule, Rules Pertaining To Employee Requirements and Conduct, General Parameter Job Related Issues.
- c. Disaster procedures.
- d. All technical requirements and work procedures of the contract.

16. WORK HOURS:

- a. Work may be performed between the hours of 8:00 a.m. to 4:30 p.m. local time, Monday through Friday except observed Federal Holidays or unless otherwise directed by the COR. At Contractor request and with the written permission of the COR, work may also be permitted to be scheduled for weekends and/or Holidays. When emergency situations that are caused by the Contractor or severe adverse weather prohibit work during the week, then the Contractor shall make arrangements with the COR to work on weekends in order to meet the period of performance. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified period of performance.
- b. After Normal Hours/On-Call/Emergency Situations: The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR(s). The point-of-contact shall be available on a 24-hour basis including during weekends, Federal

Holidays and after normal hours of operation. The Contractor shall provide phone, pager and cell phone numbers for emergency and/or after hour's situations. Repairs shall be made as expeditiously as circumstances allow or within (24) hours upon initial emergency call.

- c. Contractor shall provide name/telephone number(s) for Project Manager (Home Office), Superintendent, and Foreman, including normal and after hours contact numbers, cell and fax numbers. If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact the COR and the Cemetery Director. In the absence of the COR and the Cemetery Director, the Contractor shall contact the local police.
- d. Federal Holidays. The Federal Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, no work will be permitted during Memorial Day weekend activities.

17. MAINTENANCE DURING CEMETERY FUNCTIONS:

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within the designated area during interment services. The COR will identify the designated area. The COR or his/her representative shall furnish the Contractor with a schedule of all interments and/or ceremonies no later than the close of business of the day prior to the scheduled interment, and a minimum of three (3) days before any ceremonial events.

18. PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration including but not limited to Workman's Compensatory Liability Insurance and property liability insurance prior to the commencement of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal or as other times where the COR deems necessary during the duration of the project.

19. CONTRACTOR-FURNISHED ITEMS:

- a. The Contractor shall be responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the Contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations.
- b. The Contractor shall be responsible for the supply, maintenance and repair of all contractor-owned equipment including but not limited to minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, and electric extension cords to keep all equipment in good operational condition throughout the period of performance of this contract. No

contractor equipment maintenance repairs of any kind can be done on Cemetery property without the COR(s) approval.

- c. The Contractor shall be responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- d. Only Contractor equipment and supplies (property) required to perform work under this contract shall be stored at the Contractor's designated storage area at the end of each workday. No personal property, equipment, or vehicles shall be stored on the Cemetery premises.

20. THE GOVERNMENT'S RESPONSIBILITIES:

- a. Upon award of the contract, the Government will inform the Contractor prior to commencing the work, of any known damages to the Cemetery grounds, headstones/markers or any other areas that the Contractor is unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the Cemetery grounds by the Contracting Officer, the COR, and Contractor shall be scheduled to occur.
- b. The Government will not provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones. Utilities will be provided as defined in "AVAILABILITY AND USE OF UTILITY SERVICES".
- c. Notification of Non-Compliance: The COR will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time for excess costs or damages by the Contractor.
- d. The work shall be deemed acceptable when the Contractor clearly evidences compliance, without exception, in meeting contract requirements. The Government has the right to either reject or to require correction when the work is not in conformity with contract requirements. Acceptance (in part or whole) will be in writing.