

## **ATTACHMENT B – PERFORMANCE WORK STATEMENT**

- A. The Contractor: Shall furnish all labor, material, equipment, and supervision necessary to demo and replace selected slabs in the maintenance yard, install two concrete trench drains, and pipe into existing area inlet at Dallas-Fort Worth National Cemetery in accordance with drawings, specifications, and per applicable standards and requirements.
- B. The Work: The Work shall include, but shall not be limited to the following (not necessarily in the order indicated):
1. Contractor shall demolish and remove the concrete as identified on the contract drawings. Concrete shall be removed to the nearest expansion/control joints as designated on the contract drawings. Saw cut all existing control joints as necessary to remove the concrete. Contractor has the option to break out concrete around existing expansion joints to preserve the existing dowel installation; however, the exposed face of the demolished concrete shall be vertical at the building and sloped outward slightly elsewhere—existing concrete shall never be undercut.
  2. Excavate and remove existing base material. Clean, prepare, grade, and compact subgrade to 95% modified Proctor prior to the installation of the aggregate base. Reinstall, level, and compact new aggregate base material and compact to 95% modified Proctor.
  3. Excavate for new trench drains to meet the final depths and elevations as shown on the drawings. Compact subgrade and install compacted aggregate base to the same standard as the flat-work concrete. Contractor shall survey compacted excavation bottom to ensure final trench elevation meets the slopes as indicated in the drawings.
  4. Form up and install new Cast-in Place (C.I.P.) concrete trench drains with cast iron frame and grate in accordance with the contract drawings and specifications. Place 4000 psi, reinforced concrete as indicated in the drawings with a finished surface that matches the textures of the existing pavement.
  5. Connect new trench drains to existing area trench drain via 6-inch SDR 35 PVC in accordance with the contract drawings and specifications. This requires boring under the fence and gate 2 to 3 feet. Core into existing trench drain and seal all penetrations with non-shrink grout.
  6. Drill the existing concrete pavement on 12-inch centers, 8 inches deep, and epoxy grout dowels into each drill hole. Install new C.I.P. 4000 psi reinforced pavement with joints in accordance with the contract drawings and specifications. Ensure new pavement slopes toward the new trench drains from all sides; match existing pavement grades on the perimeter.
  7. Contractor shall supply all temporary signage, cones, and other traffic control devices as required and approved by the engineer.
- C. General Conditions:

1. Haul away & dump debris and waste to an approved disposal site in accordance with Specification Section 01 74 19, *Construction Waste Management*.
2. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. 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 existing construction, except as otherwise shown or specified.
3. Thoroughly clean up the work area at the end of each day's work, and at completion of the project. Leave premises clean and free of waste, scrap, used equipment, or other material intentionally or incidentally delivered to the site by Contractor or Contractor's personnel. Haul away & dump debris and waste to an approved disposal site.
4. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site not to be removed and do not unreasonably interfere with the work required under this contract. 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 paint the cut with a tree-pruning compound as directed by the Contracting Officer.
5. 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 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.
6. All utilities required for the continuous operation of all existing facilities shall be maintained in service at all times except when disruptions are needed. The Contractor shall inform the Cemetery Director and the Contracting Officer (CO) in writing for such disruptions and obtain approval from the CO in writing at least 2 weeks prior to such need. When option exists, implement options to minimize interruption of services to the facilities.
7. The Contractor shall coordinate with the Cemetery Director for parking, material storage, temporary portable restroom facilities, and any other needs for the work. Public access to the National Cemetery shall not be impaired.
8. The Contractor shall assume sole responsibility for safety of all persons on or about the construction site, in accordance with applicable laws and codes. Guard all materials in accordance with the safety provisions according to OSHA and Associated General Contractors of America (AGC). Prior to commencing work, general contractor shall provide proof that an OSHA certified "competent person" (CP) (29 CFR 1926.20(b)(2)) will maintain a presence at the work site whenever the general or subcontractors are

present.

D. Standards of Employee Conduct:

1. The National Cemetery Administration honors veterans with a final resting place and lasting memorials that commemorate their service to our Nation. National Cemeteries are national shrines. The standards of work, appearance, and procedures performed by the contractor at this cemetery shall reflect this nations concern for those interred there. Due to the sensitive mission of the cemetery, contractor personnel must exercise and exhibit absolute decorum, composure, and stability at all times.
2. 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 5901.
3. 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 preferred. 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.
4. Behavior and language must be appropriate, reverent, and respectful at all times.
5. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
6. Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.
7. Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.
8. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government. If the Contractor fails to act in this regard, or the reason for a removal is immediately required to protect the interests of the Government, the COR may direct the removal of an employee from the premises. Contractor objections to any such action will be referred to the Contracting Officer (CO) for final resolution; however, the Contractor will first immediately comply with COR direction pending any CO final resolution at a later time or date. The Contractor will not be due any type of compensation for their costs incurred as a result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the Contracting Officer.

- E. Time of Completion: The project shall be completed within 60 calendar days after contract Notice to Proceed. Work outside of the Cemetery's normal operating hours of 7:00 am to

4:30 pm, Monday through Friday, excluding observed Federal Holidays, shall be permitted only by approval of the COR.

F. Code Compliance: All work shall be performed in accordance with the specifications. It shall be the Contractor's responsibility to comply with all the applicable local, state and federal laws and regulations. The Contractor shall apply and obtain all applicable permits to comply with local, State and Federal regulations and requirements. The Contractor shall remove and dispose of all waste materials and construction debris and comply with all applicable local, State and Federal regulations and requirements. All waste materials and debris specified shall be removed from the Cemetery grounds by the Contractor at its own expenses, including all applicable permits and fees.

G. Experience Requirements:

1. The Contractor shall provide sufficient project details with their technical proposal to demonstrate experience with at least three (3) concrete vehicle pavement projects of similar size, scope, and using similar materials and methods over the past five (5) years. Each contract submitted must have been satisfactorily completed, or if not yet completed, must be marked by satisfactory progress. The Government will not consider a contract that is less than 50% complete or an effort that concluded more than 5 years ago. Contractor shall provide customer points of contact for each project listed.
2. Contractor On-Site Supervisor, Superintendent, or Foreman: A competent and experienced English-speaking Contractor On-Site Supervisor, Superintendent, or Foremen shall be provided by the Contractor whenever work is being performed other than trash and debris pick-up. The Contractor Supervisor must have not less than five (5) years of experience as a direct supervisor of vehicle pavement projects. Offerors shall submit a resume for the Contractor On-Site Supervisor as part of the technical proposal. All permanent substitutions, whether of prime supervisors or sub-contractors, will be identified and reported to the COR and Contracting Officer, if not prior to, as soon as possible after occurrence.
3. The Contractor On-Site Supervisor shall review and approve submittals, ensure all specifications are being met, inspect the quality of work performed, ensure contract work does not conflict with ceremonies and funerals, ensure employees are adequately supervised and proper conduct maintained, and certify the completed work for payment and other purposes.

H. Contractor Quality Control:

1. The Contractor shall guarantee that all work done under this contract shall be free from defaults and no faulty workmanship with one (1) year warranty and five (5) year extended manufacturer's warranty on the sealant materials. Contractor shall ensure all appropriate paperwork is submitted to the manufacturer to receive the warrant. The Contractor hereby agrees to repair or replace deficiencies within 14 calendar days of notification by the direction of the CO at Contractor's own expense and shall be corrected to the satisfaction of the Government.

I. Submittals After Award: Submit the following to the COR and engineer for review and approval:

1. Manufacture's literature (including installation instructions) for the sealant compound(s), backer rod, and primer (if necessary);
2. Cast-iron grate and frame;
3. Base course aggregate;
4. Concrete design mix;
5. Reinforcement and dowelling plan;
6. Joint plan;
7. Proposed project schedule;
8. Warranty documentation.

J. Specifications Sections (Attachment C):

- 01 74 19 - *Construction Waste Management*;
- 07 92 00 - *Joint Sealants*;
- 31 20 11 - *Earth Moving (Short Form)*; and
- 32 05 23 - *Cement & Concrete for Exterior Improvements*.

K. Plans/details (Attachment D):

1. Drawing X-101: *Cover Sheet & Index*;
2. Drawing L-101: *Existing Conditions*;
3. Drawing CD-101: *Demolition Plan*;
4. Drawing CS-101: *Site Plan*;
5. Drawing CP-101: *Paving Plan*;
6. Drawing C-504: *Site Details*;
7. Drawing C-505: *Pavement Details*;
8. Drawing C-506: *Joint Sealant Details*.

L. Project completion: The project site shall be protected and/or restored to a condition equal to that existing prior to the commencement of work. Upon completion of contract, deliver work complete and undamaged. Existing work 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.

**END OF SCOPE OF WORK**

## **EXHIBIT A**

### **PICTURES**



**Figure 1:** Maintenance building, looking East



**Figure 2:** Maintenance building, looking West



**Figure 3:** Existing trench drain to connect  
(at tie-in point)



**Figure 4:** Existing trench drain to the North  
(model and basis of this design)