

**STATEMENT OF WORK**

*(Continuation of Standard Form 1449 – Block #'s 19 thru 24)*

**PRICE SCHEDULE:** Contractor shall furnish all equipment, parts, materials, labor and supervision necessary to “Raise, Realign, Clean Upright Headstones, Renovate Turf with Sod & Install French Drain” at the Bath National Cemetery, VA Medical Center, Bath, NY. 14810

Term of the contract shall be one hundred twenty (120) days from date of award. The Contractor shall complete all work within 120 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions, and schedules of the contract.

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
01	<b>Bath National Cemetery:</b> Raise, Reset, Lower, Realign & Backfill Upright Marble Headstones Bath National Cemetery Section: L	1,592	Ea.	\$ _____	\$ _____
02	<b>Bath National Cemetery:</b> Clean Upright Marble Headstones w / D2 Biological Solution Bath National Cemetery Section: L	1,592	Ea.	\$ _____	\$ _____
03	<b>Bath National Cemetery:</b> Renovate & Replace Existing Cemetery Turf with New Sod Bath National Cemetery Section: L	90,000	Sq. Ft.	\$ _____	\$ _____
04	<b>Bath National Cemetery:</b> Installation of French Drain Bath National Cemetery Section: L	1	Job	\$ _____	\$ _____
<b>GRAND TOTAL ESTIMATED COST:</b>					\$ _____

**Note #1: Water & Irrigation Requirements:** It is estimated that by completion of the project, there shall be a total of approximately 90,000 square feet of new turf established with sod by the Contractor. **The Contractor is required to provide water to the newly installed sod and to regularly water the sod during and after installation for a period of sixty (60) days to ensure that the sod has adequately rooted into the soil and is maintained in a healthy state.**

**Note #2: Initial Sixty (60) Day Sod Installation Watering Requirements:** The Contractor is required to provide water and to regularly water the sod during installation and to continue to apply water for a period of sixty (60) days to ensure that sod has adequately rooted into the soil to become established. As an example, if the Contractor installs sod in section L on September 1st, then he is responsible to continuing watering the sod as needed to maintain it in a healthy state until November 1<sup>st</sup>.

**Note #3: Water Availability:** A cemetery water source is not available at the cemetery however water is possibly available via the Bath VA Medical Center (fire hydrant) for the Contractor to obtain water and water the sod. The Contractor shall be responsible to make sure that a water meter is used to measure the amount of water being used. Based on these meter readings, the Contractor shall reimburse Bath VAMC for all water costs associated with the performance of this contract based on the current costs that the VAMC pays for its water from the local municipality.

**If a Bath VAMC water source is not used or available, then the Contractor shall be responsible for contacting the local municipality to provide water to the turf areas in the SOW via truck.**

**Note #5: Acceptability.** A re-established turf area is “acceptable” when (i) the Contractor’s clearly evidences compliance, without exception, in meeting contract requirements set forth in Section A.6 (Surface Renovation & Turf Grass Re-Establishment), and (ii) 100% turf grass coverage is established to the complete satisfaction of the COR and NAD (North Atlantic District) Agronomist.

**Note #6: Acceptance of Re-established Turf Area(s):** Acceptance is defined as the point in time which the Government takes back control & physical possession of the re-established turf area(s). The Government has the right either to reject or to require correction when the re-established turf area is not in conformity with contract requirements. Acceptance (in part or whole) shall be in writing.

**Note #7: Sod Installation Recommendation: It is strongly recommended that the Contractor not perform turf / sod installation portion of this contract from early June through the end of August.** During this time of the year the summer excessive heat and humidity usually begins to increase, the intensity of the sun is at its strongest, as well as the days being longer and the chance for weed invasion into new turf is increased. During this time, it is also difficult to keep the sod adequately watered and in a state the reflects NCA “Shrine Standards”. **The COR will approve or disapprove placement of sod time periods due to Memorial Day and summer draught conditions.**

**SITE VISIT:** Visits to the site by Bidders may be made only by appointment with the COR or authorized designee of the BATH NATIONAL CEMETERY. Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. (See **Attachment B - Map of Bath National Cemetery**).

**To insure accuracy of bids, it is the Contractors responsibility to verify the acreage estimate by onsite inspection and measurement. In no event shall failure to inspect the site constitute grounds for a claim after contract award.** Visits to the site by Bidders may be made only by appointment with the COR or authorized designee of the Bath National Cemetery. If you plan to conduct a site visit at the Bath National Cemetery, YOU MUST CONTACT one of the following cemetery personnel to make arrangements:

**Duane Mendenhall, Cemetery Director..... (607) 664-4806**  
**Ken Stephens, Cemetery Foreman..... (607) 664-4432**  
**Facsimile # ..... (607) 664-4761**

**BASIC REQUIREMENT**

<i>Burial Section</i>	<i>Upright Headstones</i>	<i>Turf square footage (approximate)</i>
L	1,592	90,000

## **DESCRIPTION / SPECIFICATIONS / WORK STATEMENT**

### **A.1 GENERAL REQUIREMENTS**

#### **A.1.1 NCA MISSION**

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 maintenance, appearance and operational procedures performed by the Contractor at this cemetery shall reflect this nation's concern for those interned there. For this reason, the Contractor's strict adherence to the specifications shall be required and shall be essential.

#### **A.1.2 SCOPE OF WORK**

- (a) Contractor shall furnish all equipment, parts, materials, supplies, labor and supervision necessary and incidental to raise, realign and clean headstones, renovate turf with sod and install French drain at the Bath National Cemetery / Section L.
- (b) Work shall be performed in strict accordance with all terms, conditions, specifications, schedules and drawings.

#### **A.1.3 SPECIFICATIONS AND DRAWINGS**

Upon request, two (2) additional sets of specifications and drawings shall be provided to the Contractor at time of award.

#### **A.1.4 FIRE SAFETY**

- (a) Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.
  - (i) American Society for Testing and Materials (ASTM):  
E84-1998.....Surface Burning Characteristics of Building Materials
  - (ii) National Fire Protection Association (NFPA):  
10-1998.....Standard for Portable Fire Extinguishers  
FCLCH-30-1996.....Flammable and Combustible Liquids Code  
51B-1999.....Standard for Fire Prevention during Welding, Cutting and Other Hot Work  
70-1999.....National Electrical Code  
241-1996.....Standard for Safeguarding Construction, Alteration, and Demolition Operations
  - (iii) Occupational Safety and Health Administration (OSHA)  
29 CFR 1926.....Safety and Health Regulations for Construction
- (b) Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR for review.

- (c) 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.
- (d) Facilities: Separate temporary facilities, such as trailers, storage sheds, and dumpsters, 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). Onsite staging area to be defined by COR after Award.
- (e) Temporary Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70. If temporary electrical is required, the Contractor shall notify the COR prior to use of Temporary Electrical Services.
- (f) Means of Egress: Do not block exits of occupied buildings, including paths from exits to roads.
- (g) Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- (h) Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- (i) Smoking: Smoking is prohibited except in designated smoking rest areas.

#### A.1.5 OPERATIONS AND STORAGE AREAS

- (a) Coordination of Work with COR or Authorized Designee: **Burial activities at a National Cemetery shall take precedence over construction activities. Construction noise during the interment services cannot disturb the burial service. To cause the least possible interference with cemetery activities, the Contractor shall cease all work in areas where burials are taking place. Trucks and workmen are prohibited from passing through the service area during this period.**
- (b) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature resulting from the Contractor's performance and/or negligence. It is understood that the VA shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site.
- (c) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its own expense upon completion of the work.
- (d) 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 performance of 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.

(d.1) Bath National Cemetery acreage is located on the side of a mountain with a steep terrain and full coverage of upright headstones. Because of this all manual vehicles will be placed in gear and the parking brake applied as well as wheel chocks used; all automatic vehicles will be placed in park with the parking brake applied as well as wheel chocks used.

- (e) The COR shall designate working space and space available for storing materials. Unless otherwise indicated on drawings as the Contractor's "Staging Area", all working and storage space must be approved by the COR prior to its use.
- (f) Contract personnel are subject to the Cemetery rules of conduct. In addition to items listed elsewhere in this contract, the Contractor is responsible for ensuring that no contract work causes any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.
- (g) Contractor shall execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of construction materials, debris, standing construction equipment and vehicles at all times. Materials and Equipment shall not be stored in other than assigned areas.

#### **A.1.6 UTILITIES SERVICES**

- (a) No utility services such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of the COR.
- (b) Contractor shall submit a request to interrupt any such services to COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
- (c) Contractor shall be advised (in writing) of approval of request, or of which other date and/or time such interruption shall cause least inconvenience to operations of Cemetery. Interruption time approved by the cemetery may occur at other than Contractor's normal working hours.
- (d) To minimize interference of construction activities with flow of Cemetery traffic, the Contractor is to keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of materials, debris and standing construction equipment and vehicles. At least one lane must be open to traffic at all times.

#### **A.1.7 ALTERATIONS**

- (a) Survey: Before any work is started, the Contractor shall conduct a thorough survey with the COR of areas in which alterations occur and areas which are anticipated routes of access, and furnish a report, signed by both to the Contracting Officer. This report shall list existing conditions at site. Use of a video camera to survey and document existing conditions is encouraged.
- (b) Re-Survey: Thirty days (30) before expected final inspection date, the Contractor and COR together shall make a thorough re-survey of the areas of buildings involved. The re-survey report shall list any damages caused by Contractor's workmen in executing work under this contract.

#### **A.1.8 PROTECTION OF EXISTING VEGETATION, GRASS, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which is not to be removed and which does not 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 shall remain in place. If any limbs or branches of trees are broken during contract performance or by the careless operation of equipment by workmen, the Contractor shall trim those limbs or branches with a clean cut, remove, and properly dispose of from the site as defined herein.
- (b) 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 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.
- (c) Refer to Articles, "Alterations", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.

#### **A.1.9 RESTORATION**

- (a) Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, shall 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 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, deliver work complete and undamaged. Existing work (lawns, paving, roads, walks, etc.) 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) The Contractor, at its own expense, shall immediately restore to service and repair any damage caused by Contractor's workmen/sub-contractors to existing piping, conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone - if applicable), to the work performed under this agreement, which are not scheduled for discontinuance or abandonment.
- (d) Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown shall be covered by adjustment to contract time and price in accordance with clause entitled "CHANGES" (FAR 52.212-4 and VAAR 852.236-88) and "DIFFERING SITE CONDITIONS" (FAR 52.236-2).

#### A.1.10 PROFESSIONAL SURVEYING SERVICES

A registered professional land surveyor or registered civil engineer whose services are retained and paid for by the Contractor shall be used to restore any grave section corner monuments that may be disturbed because of the Contractor's work performance.

#### A.1.11 LAYOUT OF WORK

- (a) The Contractor shall layout the work and **shall be responsible for all measurements in connection with the layout.** The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for executing the work to the lines and grades needed to accomplish the work and to ensure that grave markers are correctly and accurately located on their associated gravesites.
- (b) The Contractor shall also be responsible for maintaining and preserving all temporary and permanent stakes and other marks until authorized by the COR to remove them. If such marks are destroyed by the Contractor or through Contractor's negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

#### A.1.12 AS-BUILT DRAWINGS

- (a) The Contractor shall maintain one set of as-built drawings, which shall be kept current during performance of the project, to include all contract changes, modifications, and indicating work progress on a section-by-section basis.
- (b) Contractor shall deliver one set of as-built drawings to the COR within 15 calendar days after acceptance of the project by the Contracting Officer.

#### A.1.13 USE OF ROADWAYS

For hauling, use only established public roads and roads on Cemetery property and, when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, must be protected by well-constructed bridges.

#### A.1.14 TEMPORARY TOILETS

Provide at the Contractor staging area only, (for use of all Contractor's workmen) ample temporary sanitary toilet accommodations consisting of suitable chemical closets where directed. Keep such places clean and free from flies and all connections and appliances connected therewith are to be removed prior to completion of contract, and premises left perfectly clean.

#### A.1.15 AVAILABILITY & USE OF WATER

It is estimated that by completion of the project, there shall be a total of 90,000 square feet of new turf established with sod by the Contractor. **The Contractor is required to provide water and to regularly water the sod beginning during installation for a period of sixty (60) days to ensure that it has adequately rooted into the soil and maintained in a healthy state.**

**A.1.16 HISTORIC PRESERVATION**

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

**A.1.17 REPORTING REQUIREMENTS**

The Contractor is required to check-in with the VA COR (or designee) daily (or as otherwise agreed upon with the COR). The Contractor shall provide the COR with an anticipated work schedule, and the COR shall furnish the Contractor with a schedule of funerals and/or special events. This daily check-in is mandatory and may be accomplished by telephone, e-mail or scheduled meetings as agreed upon with the COR.

(a) **Points Of Contact** (for Department of Veterans Affairs):

**MARK SCHULTZ, CEMETERY CARETAKER / COR**

Department of Veterans Affairs  
Bath National Cemetery  
VA Medical Center  
Bath, NY. 14810

Tele: (607)-664-4806  
Fax: (607)-664-4761  
E-mail: [Mark.Schultz@va.gov](mailto:Mark.Schultz@va.gov)

**CODY DAVIS, CEMETERY CARETAKER / ALTERNATE COR**

Department of Veterans Affairs  
Bath National Cemetery  
VA Medical Center  
Bath, NY. 14810

Tele: (607)-664-4806  
Fax: (607)-664-4761  
E-mail: [Cody.Davis@va.gov](mailto:Cody.Davis@va.gov)

(b) **Points Of Contact** (for Contractor – please indicate):

\_\_\_\_\_ Tele #: (     ) \_\_\_\_\_ - \_\_\_\_\_  
(Name & Title)

Fax #: (     ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_ Tele #: (     ) \_\_\_\_\_ - \_\_\_\_\_  
(Name & Title – Alternate POC)

E-Mail: \_\_\_\_\_

**Note:** If work is authorized to be performed after hours or on weekends / holidays, and an emergency occurs, the Contractor shall contact the VA Police Office in the absence of the



COR's or Acting Director. The VA Police shall then contact the Cemetery management or take appropriate action.

#### A.1.18 IDENTIFICATION, PARKING, SMOKING AND VA REGULATIONS

- (a) The Contractor's employees shall wear visible VA approved photo identification at all times while on the premises of the cemetery. This must be coordinated with the COR before any work may begin. All Contractor employees shall be required to adhere to Bath National Cemetery's Facility Security Policy. It is the responsibility of the Contractor to park in the appropriate designated parking areas. The cemetery shall not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
- (b) Smoking is prohibited inside any buildings at the cemetery. 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.

#### A.1.19 INSURANCE – WORK ON A GOVERNMENT INSTALLATION

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-
  - (i) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (ii) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require sub-Contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all sub-Contractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
- (d) **INSURANCE COVERAGE:** The following minimum coverage shall apply to this contract –
  - (i) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least **\$100,000** shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

- (ii) *General liability.* Bodily injury liability insurance coverage written on the comprehensive form of policy of at least **\$500,000** per occurrence.
- (iii) *Automobile liability.* The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least **\$250,000** per person and **\$500,000** per occurrence for bodily injury and **\$100,000** per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

#### **A.1.20 ORIENTATION FOR CONTRACTOR EMPLOYEES**

- (a) Contractor shall attend an orientation meeting as arranged by the Contracting Officer's Technical Representative (COR). The VA shall schedule this meeting and it shall include discussion of the following topics: (VA shall provide information to the Contractor regarding these topics and shall document the meeting)
  - (i) Fire and Safety
  - (ii) Project Work Schedule, Rules Pertaining To Workers, General Parameter Job Related Issues
  - (iii) Disaster procedures
  - (iv) Other
- (b) The Contractor shall be responsible to ensure that Contractor employees coming to the work site shall receive the information required above.
- (c) 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.
- (d) The Contractor shall ensure all employees acquire contractor badges from the Bath VAMC Police Department prior to performing work on site.

## **A.2 SPECIFIC REQUIREMENTS**

### **A.2.1 CONTRACTOR DUTIES AND RESPONSIBILITIES**

- (a) Period of Performance: The Contractor shall complete all work defined herein within 365 calendar days from start to finish Notice of Award has been issued.
- (b) Work Hours: Work may be performed between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday unless otherwise directed by the COR. At the Contractor's request, and with the written permission of the COR, work shall also be permitted to be scheduled for weekends and / or Holidays. In emergency situations caused by the Contractor, or when severe adverse weather prohibits work during the week, the Contractor shall arrange with the COR to work on weekends and/or holidays in order to meet performance time frames. The Government shall not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified project duration. No work shall be permitted during Memorial Day or Veteran's Day weekend activities. Notwithstanding, if any work under this contract shall be required outside of the VA's normal working hours (7:00 a.m. to 4:00 p.m. Monday through Friday), the Contractor shall request for a deviation in writing to the COR at least 24 hours in advance. The COR shall notify the appropriate individuals regarding Contractor's anticipated schedule and shall provide written approval or disapproval to the Contractor.

- (c) 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 is to 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. Contractor shall follow procedures listed in paragraph A.1.17 for emergency notifications.
- (d) Daily Work Schedule: As provided under paragraph A.1.17, the Contractor shall coordinate with the COR(s) on a daily basis a work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony. These daily meetings are also an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which may vary, depending on the event.

The Project Manager can thus assign tasks accordingly throughout the rest of the Cemetery - so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR(s) may then assist in doing so. **At the Government's discretion, daily or weekly meetings shall be conducted at a time agreed upon by both the COR and the Contractor.**

- (e) Scheduled Ceremonies: In the event that a burial is scheduled for the cemetery, the Contractor shall be provided a list of scheduled ceremonies the week prior to the event, and a list of scheduled funerals shall be provided daily. The Contractor is solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor is solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR(s). The Contractor shall meet with the COR at the end of each day to determine work completed and ensure that work is on schedule. In the absence of the COR, the Contractor shall meet with the Alternate COR of this contract as provided under Paragraph A.1.17.
- (f) The Contractor's performance and progress on this contract shall be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes weekly work schedules necessary to systematically accomplish the contract work over the duration of the project. In instances where the COR determines that the work is behind schedule, he shall notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the Government in order to achieve completion of the contract work within the specified timeframe.

## A.2.2 REQUIRED DOCUMENTATION

The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the commencement of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal and at other times where the COR deems necessary during the duration of the project.

## A.2.3 UTILITY LINES COMPLIANCE

Where work conflicts with existing utility/service lines (above ground/below ground), the corresponding utilities company and the COR shall be notified and the Contractor shall obtain any necessary permits/ blue prints and cooperate with the utilities company/cemetery staff to

avoid any damage or liability, and provide a safe work environment for his/her employees. Contractor is responsible for damages to utilities, above and below ground.

#### A.2.4 GENERAL PARAMETERS

- (a) The Contractor is responsible to ensure that all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for 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, etc., 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) Damage to Government property: Contractors shall be responsible for replacement of any cemetery structure, to include: turf, curb, road pavement, headstone or marker, permanent floral vases, valve boxes, control markers etc, which is chipped, marred, damaged and/or ruined at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed Contracting Officer Technical Representative (COR) prior to repair, replacement, and installation.
- (c) Liability: At the Government's discretion, the Contractor shall either repair or replace the property, or reimburse the Government the full amount for all property damage(s). The Contractor shall be aware that Government property - beyond standard structures and equipment - also includes headstones, monuments, trees, plant beds, and turf, i.e. wounded trees or scalped turf, etc - as well as headstones - shall be repaired or replaced.
- (d) Contractors shall be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained because of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones, and monuments at the end of each workday.
- (e) Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals are to be used at anytime on Government property. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the Contracting Officer Technical Representative (COR) prior to washing/cleaning.
- (f) At the end of each day, the Contractor shall remove all debris from the cemetery site resulting from the work. 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. The Government shall not provide receptacle(s) for disposal of debris related to this contract. The Contractor shall be permitted to place his trash receptacle dumpsters in the COR approved "Contractor Staging Area".
- (g) 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.
- (h) 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(s). The Contractor is responsible for reporting to the COR(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site Contractors or employees, but rather shall leave it to the COR(s) to resolve the issue.

- (i) The Contractor (including his or her employees, sub-contractors, consultants or the like) shall not operate trucks, tractors, and other heavy equipment on any turf area except as provided in this contract to perform work or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor's equipment and staff at no additional cost to the government.
- (j) The Contractor shall possess and maintain all necessary insurance, licenses and permits required for contract performance. Contractor is responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of New York.
- (k) Reporting "on-the-job" Injuries: The Contractor is required to report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall notify the COR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This shall be followed up by a written notice to the COR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

#### **A.2.5 WORK ENVIRONMENT**

- (a) All work under this service contract shall be performed primarily out-of-doors and personnel performing these services shall be exposed to wind, sun, cold, dampness, frost, fog and rain. These conditions at times may be extreme. The Contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Inclement weather shall 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.
- (b) The Government reserves the right to order the contract work to cease once the surface conditions deteriorate to soggy or muddy conditions. Once the surface reaches this condition, it is non-productive for the Contractor to continue to fulfill the contract. When the Government orders work to stop due to surface conditions, the Contractor may request a time extension to compensate for the number of days lost due to existing conditions.
- (c) Due to the sensitive mission of the cemetery, the work could occasionally involve contact with and/or exposure to grieving individuals. Contractor personnel must exercise and exhibit absolute decorum, composure and stability at all times. All inquiries by visitors are to be answered by cemetery personnel only.

#### **A.2.6 CONTRACTOR FURNISHED ITEMS**

- (a) The Contractor is responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract.
- (b) The Contractor is responsible for placement of two COR approved signs approximately 24"x36" with two posts each which convey to cemetery visitors in large type the project

name, contract number, contractor name, brief description of project and apologies for the temporary construction needed to beautify the cemetery. I.E.

Contract VAXxxxxxx

Raise, Realign & Regrading Project

Please excuse the temporary appearance as we work hard to provide these veterans a national shrine deserving of their service and sacrifices.

Bath National Cemetery

Contractor XYZ

Please direct all questions to the Cemetery Director

Thank you.

- (c) 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.
- (d) Materials and supplies procured for the performance of the contract by the Contractor shall be consistent and fully compliant with all applicable Federal, State, County, and City laws, ordinances and regulations.
- (e) Contractor Staging area shall be located where shown on the drawings and/or where approved by the COR. Contractor may, with COR approval, install a 6' high chain link fence with gates around this entire area for duration of the project. Contractor shall base operations out of this staging area, using it for materials and equipment storage, administration, employee toilets, trash dumpster area, employee parking, employee lunch/break area, etc. After completion of project work, Contractor is to remove fencing and restore area back to original condition.
- (f) The Contractor is responsible for the supply, maintenance and repair of all Contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition and aesthetically pleasing throughout the period of performance of this contract.
- (g) The Contractor is responsible for ensuring that all of its motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- (h) 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. If Contractor hookup to Bath National Cemetery's electrical distribution system is approved by COR, Contractor is to provide all necessary connections and complete connection work in accordance with NEC requirements, and at no cost to the Government. Such connection is to be via a Contractor installed meter, with the Contractor providing monthly reimbursement to the cemetery based on metered quantity usage multiplied by the electric rate in effect during that month.
- (i) The Contractor shall monitor and record rainfall occurring at this site during the contract period. In the event of a State or Local Government mandate of a drought restriction, the Contractor shall follow all guidelines concerning watering restrictions of turf and newly sodden areas. If the Contractor does not follow the guidelines and is subject to a fine, he/she assumes the responsibility of paying any State or Local imposed fines.

- (j) Refuse Facilities: The Contractor shall provide his/her OWN refuse facilities of which shall be located only in the COR approved "Staging Area". Contractor shall not place dumpsters or refuse facilities in any other location at the cemetery other than the approved staging area. The Contractor is required to 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. The Government shall not provide receptacles for disposal of debris because of the services provided under this contract. In case of Hazardous Materials, the Contractor is required to obtain required disposal permits from the State regulatory agency.
- (k) Portable Chemical 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, etc. Portable toilet facilities shall be located in the COR approved Contractor Staging Area only - it is not 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.
- (l) Only Contractor's equipment and supplies (property) required for perform of work under this contract shall be stored at the Contractor's designated storage area at the end of each workday. The maintenance and repair of equipment owned by the Contractor may not be performed without prior approval of the COR.

### **A.3 CONTRACTOR PERSONNEL**

- A.3.1 Conduct: Contractor personnel are required to adhere to the following standards of dress, conduct, supervision and training while performing work on Government property.

Any violations shall be subject to immediate enforcement action by the Contracting Officer if these standards are not met. Contractor shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices. Contractor personnel shall:

- (a) Be fully clothed at all times, to include appropriate upper garment to cover body from the neck to the waist tucked into long pants or slacks that are secured to the waist. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Garments riddled with holes are prohibited. Uniforms are acceptable. No sleeveless shirts are permitted.
- (b) Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.
- (c) Not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at anytime on Government premises. Playing radios and/or electronic games/devices shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the cemetery, Contractor employees shall come into daily contact with grieving individuals, therefore Contractor employees shall exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.
- (d) Consume food and beverage only within areas designated by the COR(s). Intoxication, and violence or criminal acts of any kind shall not be tolerated and is cause for immediate removal from Government property. Use or sale of intoxicating beverages and/or drugs is

strictly prohibited, and use of tobacco products is only allowed in specific areas designated by the COR.

- (e) Only take breaks/rest periods and lunch breaks at the Contractor Staging Area, not in the field. Workers are to utilize Contractor provided temporary chemical toilet facilities located only in the Contractor Staging Area. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

A.3.2 Worker Parking: All Contractor employees are to park only in the COR approved Contractor Staging Area identified for this project. Workers are not allowed to park throughout the cemetery grounds. Violation of this requirement shall form the basis for immediate contract enforcement action to include removal from the cemetery.

A.3.3 Responsibilities & Violations: The Contractor is responsible to ensure that his/her employees (including Contractor Consultants, sub-Contractors, etc.) are aware of all the terms and conditions set forth in the contract regarding their performance and conduct. Any violation of Contractor conduct requirements may result in contract termination with possible repercussions, including costs incurred, debarment, or fines.

#### **A.4 LABOR FORCE, EQUIPMENT AND SAFETY**

A.4.1 Time is of the essence. The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather is not an excuse for not meeting 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.

A.4.2 Labor: In accordance with 52.222-41, Service Contract Act, the Contractor shall be aware of the requirements needed to meet the contract specifications. If union work force is utilized, the Contractor shall insure the contract between his or her company has a no strike clause to insure the contract between the Contractor and the Cemetery is met.

If at anytime the Contractor becomes aware, anticipates or plans any changes within his/her company or personnel that might impact the performance of this contract, the Contractor shall immediately notify the Contracting Officer.

A.4.3 Safety: Matters related to safety, and any actions of the Contractor, must meet all safety requirements of Bath National Cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer at Bath National Cemetery.

#### **A.5 GOVERNMENTS RESPONSIBILITIES**

A.5.1 Upon award of the contract, the Government shall 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.



A.5.2 The Government **shall not** provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones. Electricity shall only be provided as defined in Paragraph A.2.6(g).

## **A.6 UPRIGHT HEADSTONE REALIGNMENT, RESETTING, AND BACKFILL**

### **A.6.1 Handling of Markers and Headstones**

- 1. Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledge 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 grave markers that mark those gravesites and memorialize the service of individuals.**
  - a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.**
  - b. No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.**
  - c. Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e. Bobcat®) or similar machine to extract the headstone from the socket. When headstones are removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground. The headstone shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two wood 4X4's. Alternate methods can be approved such as a headstone stand. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.**
  - d. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.**
  - e. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the contractor must immediately contact the COR, Director/Assistant Director for guidance.**

2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.
3. The contractor is required to discuss the guidance with this contractor employees and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

**TO ENSURE THE ACCURACY OF HEADSTONE AND MARKER PLACEMENT DURING THE RAISE AND REALIGNMENT PROJECT, THE FOLLOWING PROCEDURES WILL BE FOLLOWED BY NORTH ATLANTIC DISTRICT PERSONNEL, CEMETERY PERSONNEL AND CONTRACTING OFFICER'S REPRESENTATIVE (COR) BEFORE THE RAISE & REALIGNMENT PROCESS BEGINS**

The NAD (North Atlantic District office) will provide each cemetery with the correct Gravesite Layout Map(s) prior to beginning the Raise & Realign (R&R) project. The Contracting Officer Representative (COR) or cemetery director/designee as listed in the official contract documents shall conduct an initial gravesite verification survey prior to the (R&R) of any headstone or marker in a VA national cemetery. The COR will obtain a copy of the Burial Register Report from the Burial Operation Support System (BOSS) and current gravesite layout map(s) obtained from the MSN for the verification survey. The Burial Register Report and gravesite layout map(s) will be used to verify the section, row, grave number, first and last name of each decedent and the condition of the headstone/marker included in the scope of work (SOW). All inconsistencies will be researched, discussed and resolved with the North Atlantic District (NAD) Director prior to the R&R of any headstone or marker. Upon completion of the verification survey and corrective actions as necessary, the COR shall certify the survey by signing the Headstone/Marker Raise & Realign Verification Survey sheet. A copy of the signed Headstone/Marker Raise & Realign Verification Survey sheet shall be forwarded to the Contracting Officer (CO) which will be incorporated into the contract files; a copy of the survey will be maintained by the cemetery. Additional copies of the survey will be retained by the COR for the official contract files. The CO will give the approval to begin the project.

Prior to the completion of each work day, a Daily Headstone/Marker Raise & Realign Verification Survey will be completed for all headstones and markers raised & realigned. The COR/cemetery director/designee will verify the accuracy of the placement of headstones or markers on the correct gravesite using the same Burial Register Report and gravesite layout map(s) that were used for the initial headstone/marker verification survey. Daily, the COR will inform the contractor/designee of all identified inconsistencies and ensure corrective actions are completed that day. The Daily Headstone/Marker Raise & Realign Verification Survey will be maintained by the COR for certifying payments for completed work, tracking project progress and other administrative needs.

When site conditions are restrictive and it is not possible to safely operate equipment while keeping the headstones/markers on the gravesite, the contractor will prepare these sites by hand. At no time may headstones/markers be removed from the gravesites.

The contractor is responsible to protect headstones and markers during the realignment & turf renovation process from damage or being discolored from contact with dirt, soil or other contaminants.

**HEADSTONES AND/OR MARKERS WILL NOT BE PHYSICALLY REMOVED FROM THE GRAVESITE DURING THE RAISE AND REALIGNMENT OR TURF RENOVATION PROJECTS**

4. Overview: This section outlines Upright Headstone realignment requirements. Raise, Lower, Realignment, Reset, and Backfill services consist of extracting, resetting, aligning, backfilling and tamping/compacting upright headstones that are already in place which have shifted out of vertical and/or horizontal alignment and plumb, as well as inventorying and assuring accurate placement of gravesites at Bath National Cemetery. The Contractor shall provide all supervision, professional advice/guidance, labor, parts, materials, equipment, and personnel necessary to provide the services defined herein.
5. Headstone / Marker Locations: Upright headstone locations requiring adjustment, realignment, resetting and backfill will be provided to the Contractor by the COR after contract award. The COR shall determine the beginning point and ending point in each cemetery section.
6. Phasing and Work Sequencing: All work is to be accomplished in a sequential manner, with work limited to no more than two (2) burial sections at any given time in order to minimize overall disruption to the cemetery. Work cannot begin in subsequent burial section areas until such time that work has been completed in prior burial section areas. The Contractor shall submit a proposed "Project Work Schedule Sequence" to the COR for review and approval prior to start of project.
7. Record Keeping and Reporting: The Contractor's Project Manager shall provide the COR(s) with weekly written accurate reports detailing the section and range of graves in that specific week. These lists will be provided on not less than a weekly basis, and shall identify all of the above work that took place within the previous seven calendar days. Upon request, the Project Manager will also provide a plan of action for the upcoming week, regarding headstone/marker locations and specific areas where work is being scheduled to occur.
8. Upright Headstone Specifications: Raise, lower, realign, reset, and backfill of upright headstones shall be accomplished as follows:
  - (a) Standard upright marble headstones are approximately 42 inches long, 13 inches wide, 4 inches thick, and weigh approximately 230 pounds. Older Civil War type upright marble headstones are typically around 35-1/2 inches long, 9-1/2 inches wide, and 4 inches thick and weigh approximately 140 pounds.
  - (b) All temporary markers, floral, commemorative, buried permanent floral vases, or other types of decorations and arrangements causing interference with the raise and realignment of upright headstone operation shall be carefully, and in an orderly manner moved from, and per completion of work, moved back to all gravesites by the Contractor. Prior to removal, the Contractor shall verify the numbering sequence and location of the headstone and associated decorations by using tags and a permanent ink marker indicating from which grave the item was removed.
  - (c) Removal of concrete/stone collars from upright headstones: Upright Headstones encased in concrete collars or stone collars, must have the collar removed prior to re-setting / realigning the headstone. The Contractor must be extremely careful in his efforts to remove the collars and will be held responsible for broken headstones. All debris from the collar removal belongs to the Contractor and must be removed from Cemetery grounds by the close of each business / work day. If a headstone is damaged during the collar removal process, the Contractor is to maintain a written record of the damage that includes the burial section number and grave number as well as a digital photo of the broken stone. This information must be turned over to Cemetery Management before the close of business on the day that the damage occurs. **Note: The Contractor shall submit a written proposal to the COR detailing the process it intends to use for removing concrete from the headstone base. The Contractor's proposal shall be reviewed and approved in writing**

**by the COR prior to commencement any concrete removal work. (This will not be a part of this contract as there are no concrete encased headstones at the Bath National Cemetery)**

- (d) Headstones will be removed from their sockets by using wooden, and or metal clamps. If metal clamps are used the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to, and marking of, the headstone. Clamps may be attached to a Bob Cat or similar Machine to extract headstone from socket. Extreme care will be used not to scratch or damage headstones in any manner.

Contractor is responsible for restoring all damages caused to turf and headstones during performance of this work. Headstones are to be raised, realigned, and lowered in the following manner:

- (i) ALL headstones are to be extracted from the socket. ALL sockets are to be re-dug by hand or mechanical means if approved by the COR to allow for a 3" perimeter around all sides of the headstone and to a sufficient depth so that a 3" compacted base can be established, allowing the stone to extend out of the ground at a height of 25" (20" for the older/smaller headstones) to the top of the arch on the headstone (Note: In areas where smaller than standard size headstones may occur, Contractor shall coordinate specified measurements and dimensions of required work with COR.)
- (ii) Moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed fines up to ¼" maximum) will be placed around all sides of the headstones and in the bottom of the socket before being thoroughly tamped to full compaction at each three (3) inch vertical interval, leaving the last 3 inches at the top to have tamped topsoil and grass seed applied. The government will not provide any grass seed, fertilizer, or base material. The Contractor is required to provide these materials. (Note: Moist Class II Road Base may be considered as an alternate. Contractor shall obtain approval from the COR for any substitute base material).
- (iii) Straight Rows: Headstones shall be set vertically plumb in all directions, in all cases in a line vertically and laterally, and where possible transversely (coordinate with COR), with headstones of other graves using a top string, a back of headstone string line, and a side of headstone string line. **Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8" or less.** All measurements and string line set ups shall be taken from established section layout control points, **not from previously set headstones**, unless otherwise directed by the COR. In situations whereas there is no monumentation, a top string shall be centered over the arc of the headstone for vertical alignment.

The consistency of the row will be used as the medium. At no time will any headstone be reset in a totally new socket unless otherwise directed by the COR. Raised and realigned headstones in all soil and terrain shall be firmly in place so that headstones are rigid with no give or play.

- (iv) Irregular Terrain: When sloping and uneven ground conditions exist in burial sections, all headstones and markers will be set at field approved heights and levels through use of multiple keystones, back strings, top strings and side strings to provide a flowing transition through the uneven terrain. Field guidance will be provided by the COR upon the written request from the Contractor. The established field guidance will overrule the height requirements that will be found in other parts of this specification.

- (v) In cases where headstone sockets need to be realigned/shifted, and/or re-dug, the headstone sockets (holes) to receive headstones shall be dug by hand and/or mechanical devices if approved by the COR to a sufficient depth so that 25 inches of the headstone is extending from the soil level to the top of the arc on the headstone. Contractor shall not dig a headstone socket wider than twelve (12) inches, twenty (20) inches in length, or exceed a depth of 20 inches that may cause the headstone to settle below height requirement.
- (vi) The measurements between rows of headstones and headstones within each row may differ from one section to the next, discuss with COR where this is found to occur. These measurements must be adhered to as closely as possible. Some variances may be allowed to keep a uniform appearance of headstones being aligned. Headstones will be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps, existing permanent control markers where available and temporary Contractor installed control markers accurately and precisely installed at the ends of each gravesite row.
- (vii) The realign crew is to start on a row of headstones close to the center of the section to be realigned. Headstones are chosen to be "key" stones. These keystones are ones that are visibly in line with the majority of the rest of the headstones in the row, and are as close as possible to the proper measurements for that section of headstones. "Key" stones are to be chosen and utilized at a maximum of every 10th headstone (or more frequently in areas of rolling terrain). These keystones are then aligned by leveling front and back and side-to-side, and raised or lowered to a height of 25 inches above topsoil level.
- (viii) At the start of work in each burial section, the first row of reset/realigned headstones in each burial section is to be inspected by COR for appearance, spacing, depth, alignment, plumbness, height, accuracy, and smoothness in grade transition. No further setting of headstones shall be done until this first row has been inspected and accepted by the COR. It is the Contractors responsibility to notify the COR 24 hours in advance of when each of these inspections will be needed.
- (ix) Tape measures and heavy strings or lines must run along the backs, sides, and tops of these keystones. The Contractor shall mark the lines with the proper measurements for the section being aligned. All remaining headstones in the row are then aligned along the strings front to back and side-to-side even with the measured marks on the line. Each headstone is leveled and plumbed front to back and side-to-side keeping the back of the headstone along the string and the side of the headstone along the measured mark. Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8", or less. Each headstone is also raised or lowered as necessary to ensure a uniform measurement of 25 inches above topsoil level. The headstone is then aligned along the string front to back and side-to-side even with the measured mark on the line. The headstone is leveled and plumbed front to back and side-to-side keeping the back of headstone along the string and the side of the headstone along the measured mark.
- (x) The alignment of the headstones shall be checked frequently during this process because the tamping may move the headstone out of level or off the mark on the line. This process of raising and realigning is repeated for each row of headstones. Upright headstones in all completed work areas shall be firmly set and anchored in place with no movement from forces subjected by the COR.

- (xi) After the headstone has been raised and realigned and the base of the stone tamped, clean topsoil will be placed around the base of the stone covering any holes, depressions or crushed limestone. The soil will then be evenly graded and tamped. Grass seed will then be applied to the top soiled area evenly around the entire headstone. The grass seed mixture will consist of a blend of 60% Kentucky Bluegrass and 40% Perennial Ryegrass.
- (xii) Any upright headstones broken or damaged by the Contractor shall be reported to the Cemetery Administrator or COR by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the headstone replacement. All headstone replacements must be coordinated with the COR. Any grid or sectional monuments disturbed, displaced or broken shall be replaced by the Contractor at his cost. All grid or sectional monuments disturbed, etc., shall be properly reset by a licensed land surveyor at Contractor's expense. Curbs, roads, walks, turf, trees, utilities, etc. existing above and below the ground that are damaged or disturbed by the Contractor during performance of contract work shall be repaired at the expense of the Contractor. Repairs to the above shall be corrected by the Contractor within fourteen (14) workdays, unless otherwise agreed to with the COR.
- (xiii) Guaranty: The Contractor shall guaranty all work for a period of three months (90 calendar days) after final inspection and acceptance of the entire project by the Government. Any headstone adjust, realign, reset, and/or backfill workmanship that does not meet the specified requirements (including specified tolerance requirements) at the end of this guaranty period is to be reworked, adjusted, and corrected by the Contractor at no additional cost to the government. Remainder of all other work related to this project is to be warranted for a period of one (1) year after final acceptance by the government. Work performed under the Guaranty shall be corrected within ten (10) workdays from receipt of notification or as directed by the COR.

## **A.7 CLEANING OF HEADSTONES:**

### CLEANING OF UPRIGHT HEADSTONES:

- (i) All temporary markers, floral, commemorative or other types of decorations (arrangements) causing interference with the cleaning of upright headstones /markers will be carefully and orderly moved from and upon completion of the cleaning of the headstones / markers, moved back to the gravesite by the Contractor.
- (ii) Cleaning Techniques will demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, etcetera and will be consistent and fully compliant with all applicable Federal, State and County laws, ordinances and regulations. General requirements for application of the cleaning product:
  - (1) As of June 2012, D/2 Biological Solution is the only authorized cleaner of marble headstones and markers at national cemeteries. General background on the use of this product can be found at the following website, but information in that report shall not be submitted for requirements in the contract: <http://ncptt.nps.gov/wp-content/uploads/Best-Practices-Final.pdf>.
  - (2) Clean water will be used to wet the stone prior to washing, to apply the cleaning product and to rinse the stone after washing. Once the stone is wet, cleaning techniques with

water will include low pressure water spraying with the wand affixed with a fan tip. The distance between the fan tip and the headstone surface shall be a minimum of 12”.

- (3) When water under pressure is used, such pressure will not be greater than 500 psi and work will be accomplished in a manner that does not cause any etching of the stone surface to occur. A test cleaning will be done in an inconspicuous area of a headstone (based on age and or style) and approved by the COR prior to cleaning all like headstones and markers. The older the headstone or marker the more likely that power washing can cause damage, lower psi (up to 200 psi) is recommended.
- (4) Hand scrubbing may be used as needed. If manual agitation is necessary to remove soiling, only a soft bristle (synthetic or natural) brush shall be used; metal or stiff plastic shall not be used because it can scratch the stone.
- (5) Rinsing: Thoroughly rinse the headstone or marker surface using clean, clear water under low pressure or without pressure.
- (6) Site disturbance: If water used in cleaning should soften the soil around the base of the headstone or marker so it is loosened, care will be taken not to tip the headstone out of plumb or alignment.
- (7) Care will be taken to protect the turf area from damage. Any turf damaged by the Contractor will be restored at Contractor's expense. Upright headstones will be set and anchored firmly in place with no movement from forces subjected by the COR or inspector after cleaning has been completed.

### (iii) APPLICATION OF D/2 BIOLOGICAL SOLUTION

- (1) After wetting the headstone or marker in accordance with paragraph (ii) above, apply a heavy spray application of “undiluted D2 Biological Solution” cleaner to all sides of the headstone. Do not dilute the cleaner with water.
- (2) Allow D/2 to soak into the stone for 20-30 minutes. Then rinse the product from all headstone or marker surface using clean, clear water under low pressure or without pressure.
- (3) The effect of using D/2 Biological Solution will not be immediate. It will take 2 to 3 weeks for the full appearance of a clean stone to become apparent. For this reason, re treatment should not occur within (3) three weeks of the first cleaning and only with the concurrence of the COR.
- (4) Headstones that have been cleaned but become marked, discolored, dirt covered, or muddied due to subsequent contract work including but not limited to turf reestablishment issues will be re rinsed and scrubbed at no additional cost to the government. Headstones that become discolored, dirt covered, or muddied etcetera after initial cleaning has been completed but prior to overall project completion will be re cleaned at no additional cost to the government. All headstones are to be clean at the time of project completion final inspection.
- (5) The result of this service is that the Contractor will provide the Government “CLEAN” headstones/markers.

## **A.8 INSTALLATION OF FRENCH DRAIN**

**It is mandatory that the Contractor ensures that the COR or Cemetery Foreman and the Director are at the section while hand digging pilot holes and excavating the French drain.**

**Prior to the excavation of the French drain, hand dug holes measuring twelve (12) inches by twelve (12) inches x corresponding depth will be dug behind each headstone in rear of section F centered on the proposed French drain**

- (a) A French drain will be installed in the burial section extending down from and centered on headstone #L28 3 to start of ditch and down below grade to a depth of 2 feet (2ft.) and a width of twelve (12) inches, continuing out approximately eighty-five (85) feet, dropping 5/16 inches per foot to an open drainage ditch that is located between sections S and F where the depth will be approximately 26.56 inches lower than at the start.
- (b) Backfill ditch with a layer of 4" rock followed by a layer of ¾" rock
- (c) Position a geotextile (that allows water to pass but not solids) on top of stone.
- (d) Install on top of geotextile, a mixture of 1.25 parts sand to two parts fill dirt.
- (e) The final five (5) inches of fill will be a mixture of 1 part sand to 2 parts fine sifted topsoil.

The surface is to be graded to create a very small unidentifiable swale which will guide rainwater from section L down through the ground and into the French drain which drains into an open ditch.

- (f) Installation of sod

Backfilling at the two (2) foot starting depth will be as follows:

- i. Twelve (12) inches of four (4) inch rock, four (4) inches of ¾" inch rock, three (3) inches of fill dirt, five (5) inches of finely sifted topsoil.

Backfilling at the ending approximate four (4) feet 2 ½ inches will be as follows:

- ii. Thirty-six (36) inches of four (4) inch rock, 6.5" of ¾" rock, geotextile, three (3) inches of fill dirt, five (5) inches of finely sifted topsoil.
- iii. The backfill layers will be laid between the two points in an even fashion.

## **A.7 SURFACE RENOVATION AND TURF GRASS RE-ESTABLISHMENT**

**A.7.1 SURFACE RENOVATION AND TURF GRASS RE-ESTABLISHMENT:** This section outlines operational procedures to be followed in burial sections designated for topsoil surface leveling / renovation and re-establishment of the existing turf / grass land areas.

- (a) Collect and submit soil samples to a certified soil-testing laboratory from the site several weeks prior to the intended operation to determine soil fertility and pH adjustment requirements. Test report shall be furnished to the COR upon completion of the laboratory



testing...

- (b) Mow target area several times removing grass clippings each time. Initial mowing in this sequence shall be at normal maintenance height (i.e. 3 inches) and subsequent mowing 2 or 3 days apart shall be at height approved by the COR.
- (c) After a minimum of three or more preparatory mowings, the entire vegetated area shall be sprayed with a glyphosate herbicide (Round Up Pro) or equal. Application rate shall be the maximum label recommended rate for the complete elimination of perennial grass species, contaminant weed grasses (crabgrass, goosegrass, quackgrass) and broadleaf weeds (clover, dandelion, curly dock, prostrate spurge, etc). Application will be made by a licensed State of New York pesticide applicator. **Allow 7 days after application for herbicide to fully Trans-locate throughout all plant parts and effectively kill all treated areas.** If after this seven-day period there are still visible signs of any weed growth or turf that was not killed from the first herbicide application, the Contractor shall make a second application of Round Up to any areas that are still growing to sufficiently kill them before the next step in the renovation process takes place.
- (d) The Contractor will power rake or vertical-cut entire treated area to loosen and remove all residual plant debris, rocks, twigs and thatch. One (1) inch of clean, debris free topsoil will then be applied throughout the entire renovation area along with soil test recommended quantities of starter fertilizer and ground agricultural limestone. This will be spread evenly over entire area using any suitable broadcast application device. The area will be roto-tilled to a minimum depth of 3 inches to uniformly mix fertilizer, lime, and topsoil and to uniformly loosen top surface for re-grading and leveling. Finely grade and compact surface of site to achieve desired finished appearance, which is to be smooth and uniformly level down each row and between each row, free of all surface ripples, depressions, high spots, low areas, ridges, etc.

**Erosion control methods shall be required for this project. The contractor is to develop a plan to prevent surface sheet erosion during the performance of the contract. The contractor is required to submit his erosion control plan to the COR for approval before startup of the project. The VA reserves the right to reject the contractor's plan if the VA review indicates that the plan shall result in an undesirable product.**

- (e) In locations where existing burial area surface has formed "ridges" between rows, these areas shall be knocked down by grading between high and low surfaces of the rows so that finished surface is uniformly flowing from row to row, and down each row. If this process does not achieve desired smooth and uniformly flowing finished grade due to numerous depressions and low or sunken areas in the existing surface grade, import, spread and compact additional high-quality topsoil of similar characteristics and texture to the soil already present on site.
- (f) Topsoil that will be applied shall be free of foreign matter, any objects bigger than 25 mm (1 inch) and weed seeds. Apply and lightly compact one (1) inch of topsoil through the entire section and eliminate all ripples, depressions, and sunken grave areas as needed to achieve the desired smooth and uniformly level finish grade and appearance. Protect finished areas from damage by vehicular or pedestrian traffic. Install and maintain erosion control material to meet local requirements.
- (g) Firm finished seedbed by rolling in several directions with a standard turf grass roller filled with water.

- (h) Sod Application: Sod shall be produced from Blue Tag certified seed as classified in the TPI Guideline Specifications to Certified Turf Grass Sod. The composition of the grass species in the sod shall be a mix of 70% Kentucky Bluegrass and 30 % Perennial Ryegrass ... consisting of a blend of at least 3 regionally adapted cultivars. Prior to delivery of sod, the contractor shall have the COR(s) inspect the work area. Any discrepancies in the ground preparation shall be corrected prior to the laying of sod in the work area.
- (i) The sod shall be cut in rolls with the width not varying more than 0.5 inch and should be no more than 0.75 to 1 inch thick to ensure easier installation and a uniform appearance and shall be delivered to the work site the same day of installation. Contractor shall make all necessary arrangements to protect delivered sod from excessive drying and wind damage. Any sod that shows signs of yellow leaves, straw color or signs of mold or mildew may indicate that the sod has remained stacked or on pallets too long, has reduced vigor and may establish poorly. This sod shall be rejected for installation by the project COR. Sod shall be laid in rolls expeditiously without interruption, until the work area is completely sodded. Sod shall be cut and fitted around all headstones and other obstructions, butted tightly together while not overlapping. The Contractor shall also stagger the joints of each piece when installing to help keep the sod stable. In order to stabilize sod on any slopes or hills during the rooting process and to eliminate the chances of erosion, the Contractor shall use sod pins in adequate amounts during sod installation to secure the sod until rooting has taken place. All sod shall be rolled by the Contractor to smooth the surface and bring the bottom of the sod layer into proper contact with the soil surface. **All sod pins will be removed by the contractor after sod has taken root.**
- (j) As sod is a living turf with a limited root system, the Contractor shall make sure to keep the soil bed and sod moist until a new root system develops. The sod shall be watered within 20-30 minutes of installation with a thorough irrigation to a six inch depth to keep the sod adequately moist. Until the root system of the new sod begins to develop the sod shall need to be irrigated often enough to keep the sod pad moist. This shall require irrigating 0.25 inch per day for the first week after the installation. After the root system has developed, the Contractor can reduce the irrigation frequency and irrigate to a depth of 4 to 6 inches every 3-4 days depending on current temperature and weather conditions.

#### A.7.2 TURF ESTABLISHMENT PERIOD:

The Establishment Period for turf which is sixty (60) days shall begin immediately after the complete sod installation of a section(s) with the approval of the COR or designee. During that period the Contractor shall:

- Eradicate all weeds. Fertilize, re-sod, and perform any other operation necessary to promote the growth of uniform, healthy, high quality turf.
- Replant areas void of turf 1 ft (one square foot) and larger in area.
- Begin mowing when grass is firmly rooted into the soil and the turf growth is 4 inches in height. Turf shall be mowed to and maintained at a height of 3 inches.
- Apply water to the sod immediately after installation and regularly until the sod a root into the soil bed and is healthy.
- 

The contractor shall mow the new grass a minimum of three times once the grass reaches a height of 4". The final height after each cutting is to be 3". The VA shall not accept the new turf before the three cuttings have been performed.

In areas where turf work has been completed, clear the area of all debris. Any areas damaged during establishment operations must be restored to their original condition.

## A.8 CONTRACT MANAGEMENT

A.8.1 Representatives of the Contracting Officer: The VA Contracting Officer shall designate one (or more) representatives to serve as the Contracting Officer's Technical Representative (COR) to act for him/her in furnishing technical guidance and advice or generally directing the work to be performed under the contract. Such designation shall be in writing and shall define the scope and limitations of the COR's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.

- (a) The COR may direct and arrange the Contractor's work schedule in specific areas of the cemetery to coordinate with daily cemetery activities and operations. Duties and responsibilities of the COR include day-to-day monitoring of the contract as follows:
  - (i) Providing contract oversight and technical guidance to the Contractor.
  - (ii) Placing orders for services.
  - (iii) Verification / certification of payments to the Contractor for services rendered.
  - (iv) Assuring that any changes effecting work involved, price, terms and/or conditions under the contract are not implemented before written authorization is issued by the Contracting Officer.
- (b) All administrative contract functions are the responsibility of the VA Contracting Officer. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, must be authorized in writing by the Government Contracting Officer.

A.8.2 Project Manager: The Contractor shall provide an English speaking "Project Manager" who shall be on-site at all times during contract performance. The Project Manager must have no less than five (5) years experience as a direct supervisor of a commercial construction operation that includes surveying, soil excavation, and site construction in industrial, commercial and/or public sites. In the absence of the Project Manager, the Contractor shall appoint an Alternate Project Manager (e.g., crew foreman) who shall be responsible for contract oversight.

- (a) The Project Manager / Alternate Project Manager shall be responsible for the following:
  - (i) Directing, overseeing and coordinating the work involved.
  - (ii) Ensuring all work is being performed in accordance with contract specifications.
  - (iii) Ensuring work is being accomplished in a timely / expeditious manner without undue delay.
  - (iv) Staying abreast of all upcoming cemetery functions including special holiday events and interment activities.
  - (v) Ensuring that contract work does not conflict, interfere or compromise any ceremonies, funerals, processions or visitations or otherwise delay, alter or impact the dignity, security or safety of the event or visit.
  - (vi) Ensuring employees are adequately supervised and proper conduct is maintained.
- (b) The Project Manager shall re-direct work throughout the rest of the Cemetery – so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR may then do so.
- (c) Communication & Coordination of Work with COR: Communication with the COR (or designee) is strongly encouraged. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb Burial Services. Trucks and

workmen are prohibited from passing through the service area during this period (Note: To cause the least possible interference with cemetery activities, contract personnel shall stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work should not take place within 1,000 feet of an ongoing committal service or ceremony).

- (d) Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract shall require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as COR.

## **A.9 INSPECTION & MONITORING PROCEDURES**

- (a) Weekly Progress Report: On a weekly basis, the Contractor shall provide a written progress report to the COR of all work completed. If there are problems or issues adversely affecting progress of the contract, a detailed explanation shall be indicated on the report.
- (b) Contract Performance & Quality Assurance: A record keeping system of Contractor work performance shall be established and implemented by the VA COR for the services involved. The COR shall inspect all work performed and submitted by the Contractor for acceptance. To accomplish this, the COR shall use **Attachment B (Contract Performance & Quality Assurance Report)** to document & monitor contractor performance and progress. The Government reserves the right to reject any work that does not meet contract specifications. Work rejected by the COR shall be re-performed without cost to the Government.
- (c) Payment: The Contractor shall submit a monthly invoice in arrears for all services rendered. Prior to certification of payment, invoices shall be verified by the COR for accuracy against all Weekly Progress Reports submitted by the Contractor for the billing period.
- (d) Federal Holidays: All work required under this contract shall be performed during normal cemetery hours of operation. With the exception of Memorial Day and Veterans Day, work is normally not conducted on Federal holidays. The following is a list of all Federal holidays:

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King's Birthday</b>	<b>Columbus Day</b>
<b>President's Day</b>	<b>Veterans Day</b>
<b>Memorial Day</b>	<b>Thanksgiving Day</b>
<b>Fourth of July</b>	<b>Christmas Day</b>

**(End of Work Statement)**

**CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**LIST OF ATTACHMENTS**

**ATTACHMENT – A**

**UPRIGHT HEADSTONE SETTING DIAGRAM**

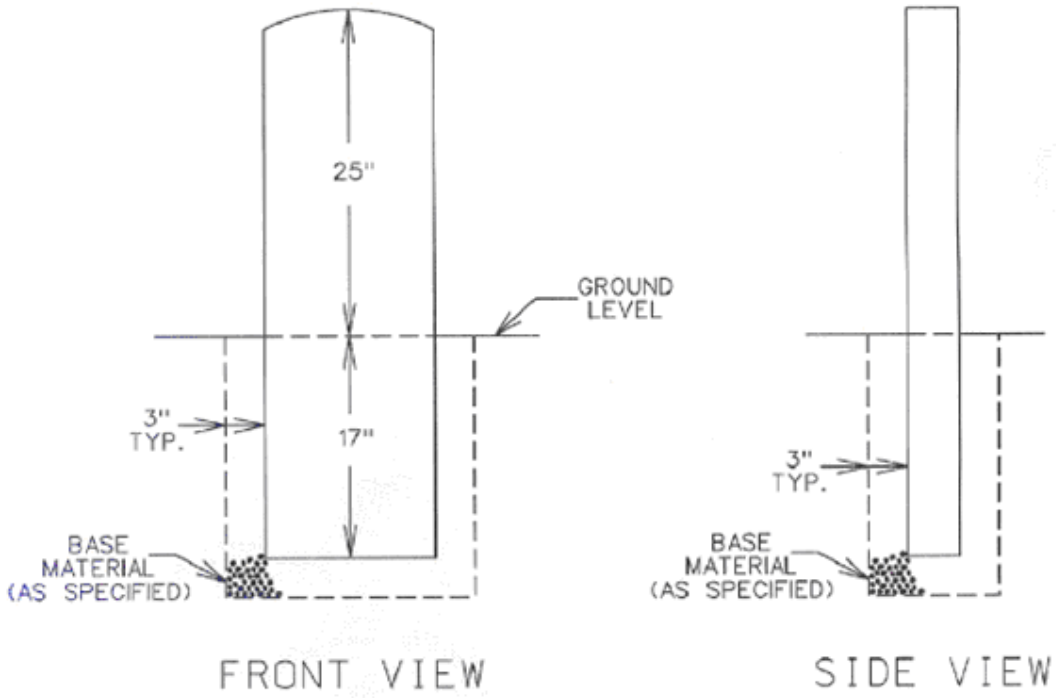
**ATTACHMENT - B**

**MAP OF BATH NATIONAL CEMETERY**

**ATTACHMENT - C**

**CONTRACT PERFORMANCE & QUALITY ASSURANCE REPORT**

**ATTACHMENT - A**



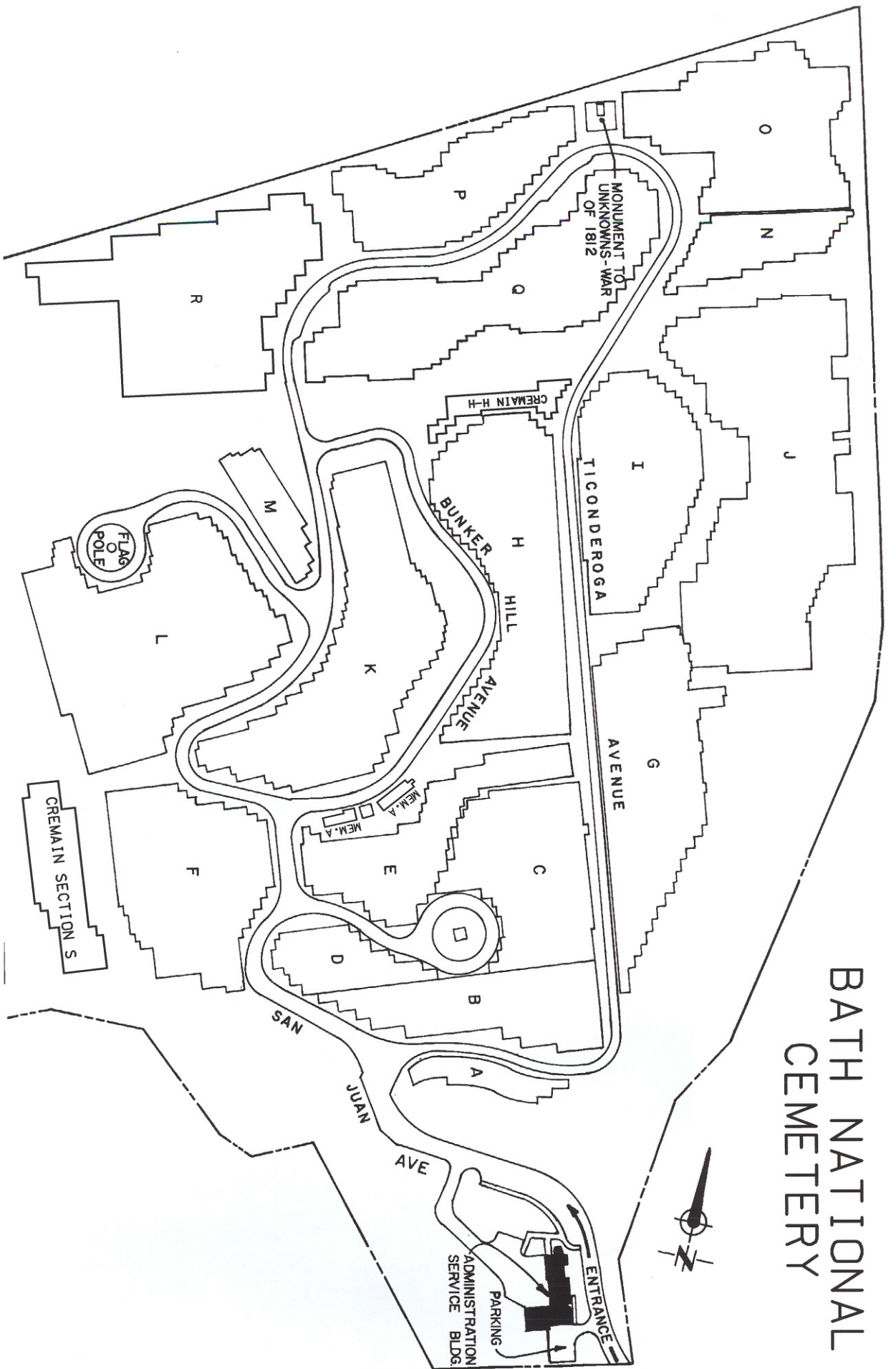
UPRIGHT HEADSTONE MAXIMUM ALLOWABLE VARIANCES	
HEIGHT	24" TO 26"
DEPTH	16" TO 18"

UPRIGHT HEADSTONE

**ATTACHMENT -B**

CEMETERY MAP

# BATH NATIONAL CEMETERY





## ATTACHMENT –C

<b>WORK SUMMARY &amp; PROGRESS REPORT</b>		<i>Period Covered:</i>	From: _____	To: _____
<b>Cemetery Location:</b> <div style="text-align: center;"><b>Bath National Cemetery VA Medical Center Bath, NY. 14810</b></div>		<b>Contractor:</b> _____ _____ _____ _____ _____		
<b>Project Title:</b> Raise, Realign, Clean Headstones Section: L Turf Renovation with Sod Section: L				
<b>Contract No:</b> _____				
<p><b>Inspection / Acceptance.</b> The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights—</p> <ol style="list-style-type: none"> <li>1. Within a reasonable time after the defect was discovered or should have been discovered; and</li> <li>2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</li> </ol>				
<b>01</b>	Raise, Realign, Reset, Clean Upright Headstones Bath National Cemetery Section: L	Total Number of Headstones Raised / Realigned / Cleaned.	▶ _____	
		Cemetery Section(s):	▶ _____	
<b>01</b>	Renovate & Re Establish Turf with Sod – Bath National Cemetery Section: L	Total Square Feet of Renovated / Re-established Turf Area.	▶ _____ / SF	
		Cemetery Section(s):	▶ _____	
<i>Signature of Contractor:</i> _____		<i>Date Signed</i> _____	<i>Signature of Cemetery Director / COR</i> _____	
		<i>Date Signed</i> _____		
<p><small>Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.</small></p> <p><small>Report below any circumstances which may have adversely affected work progress such as weather, turf conditions, strikes, delays by the Government, etc.</small></p>				

**Duplicate Form as Necessary**