

# **TO PROVIDE GROUNDS MAINTENANCE SERVICES FOR NAVAL WEAPONS STATION SEAL BEACH, SEAL BEACH, CA.**

1. **DESCRIPTION OF AGREEMENT.** This is a Agreement to provide Grounds Maintenance Services for the Naval Weapons Station Seal Beach, when ordered by their authorized representative (Ordering Officer) for Orange County, CA
2. **NEGOTIATION AUTHORITY.** The issuance of individual calls under this Contract will be made under the authority of Federal Acquisition Regulation, Part 13.
3. **CITIZENSHIP REQUIREMENTS.** No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he/she is a citizen of United States, or if an alien, his residence within the United States is legal.
4. **IDENTIFICATION OF EMPLOYEES/BASE PASSES.** The Contractor shall submit a list of vehicles and personnel to be used on individual service calls to the representative, who will arrange for passes and decals. If work requires access to a controlled or restricted area, the Government will provide escort.
5. **SERVICE HOURS.** Contractor shall be able to provide services 24 hours per day, 365 days per year. Contractor shall have a 24-hour telephone number and be able to respond at location within two hours after receipt of call, 7 days a week including holidays. The Contractor shall his/her telephone number to the Government Representative at the start of the contract period and whenever the number is changed. In the event of an emergency, the Government's designated representative will be given the right to place a service requires outside of normal working hours. The emergency service call will be authorized on the next working day and call number established by an authorized caller. Generally, services will be scheduled for Monday through Friday, from 0730 hours to 1600 hours, for economic reasons.
6. **ORDERING PROCEDURES.:**
  - a. As the need occurs for performance under the terms of this contract, the Caller will notify the Contractor of an existing requirement.
  - b. Upon receipt of this notification, the Contractor shall respond to the needs of the Government within 2 working days by:
    - (1) Visiting the proposed work site in the company of the Caller and/or Inspector, or
    - (2) Establishing verbal contact with the Caller to further define the scope of the requirement
  - c. On establishing the scope of the individual requirement, the Contractor shall then prepare a proposal for accomplishing the requirement
    - (1) The total cost for the requirement shall be rounded to the nearest dollar.
    - (2) The Contractors proposal shall be in accordance with all laws, rules, and regulation required by the State of California.
    - (3) Time for submittal of the Contractor's proposal will be a decision made by the Government.
    - (4) The Contractor is advised that the Government reserves the right to make a final determination as to when the services will commence and completion date.
  - d. Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness.
7. **MINIMUM WAGE RATES AND OTHER LABOR STANDARDS:** Attached are the minimum wage standard required to be paid. U.S. Department of Labor Determination NO. 94-2047, Rev. (24), dated 6/03/03
8. **CONTRACTOR'S BILLING PERIOD.** The Contractor's billing period shall be immediately following the completion of work under a specific service call. All calls are to be billed separately.

SECTION I contract clauses

CLAUSES INCORPORATED BY REFERENCE (APR 1984).

The contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available: (See Attachments 1 through 4)

A. INSPECTION AND ACCEPTANCE. Inspection and acceptance will be through out the performance of each call, unless otherwise provided. Until delivery and acceptance, and after any rejections, all risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the Contract conform to the specifications and contract requirements listed herein.

B. PROTECTION OF BUILDINGS, EQUIPMENT, AND VEGETATION. In all instances where Government properties and/or equipment are damaged by Contractor's employees, a full report of the facts and extent of such damage shall be submitted to the BPA Caller within twenty-four (24) hours of occurrence and the Contractor shall be liable for such damage.

C. CONTRACTOR PERSONNEL. The Contractor shall provide a sufficient number of trained and competent personnel to accomplish the work of this BPA in a manner that complies with all agencies regulations, consistent with the highest professional standard. The whereabouts on the installation of any personnel including supervisors, shall be known to the Government Representative, at all times when work is performed.

D. QUALITY CONTROL: Contractor performed inspections are independent of those performed by the Government. The Contractor shall perform inspections prior to requesting acceptance of the work by the Government.

E. WORK VERIFICATIONS: At the completion of all work the Contractor shall complete and submit a "VERIFICATION OF WORK COMPLETION" form to the Government Representative or Inspector verifying that the completed work is ready for Government inspection and acceptance. The form shall be submitted within 24 hours after completion of work.

a. Submission of the work verification form shall be in accordance with the Contractor's, Government approved, work schedule.

b. The Contractor is responsible to advise the Caller or Inspector of work that cannot be completed according to their work schedule and the submission of revised work schedules for approval. The Contractor shall also submit an explanation as to why the work could not be completed according to the approved work schedule.

F. AVAILABILITY OF UTILITIES: The Government will furnish such fresh water and electric current at existing outlets as may be required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the Caller or Inspector. The Contractor shall provide and maintain the necessary service lines from existing outlets to the work site.

## **TECHNICAL REQUIREMENTS**

LOCATION. The work specified within this BPA takes place within the Naval Weapons Station Seal Beach, Seal Beach, CA.

GENERAL. The Contractor shall provide all labor, materials, transportation, equipment, tools, supervision and management efforts necessary to perform all operations in connection with grounds maintenance for various areas. Grounds maintenance applies to all designated areas including, but not limited to, mowing, edging, plant bed maintenance, irrigation and irrigation maintenance and repair, tree pruning, debris removal, pest control, weed control, and fertilizing. The location of maintenance shall be in accordance with the terms and conditions indicated herein. All service descriptions not described herein shall be described prior to award of the call.

a. Mowing of Improved Areas - If ordered; the Contractor shall accomplish mowing in accordance with the following. All improved mowing shall be performed using tractor drawn mowing equipment or hand powered equipment. The areas to be mowed shall be maintained at a height level of two (2) inches. Improved Areas are

defined as groomed areas where vegetation (i.e. grass) is primarily intended for soil erosion, dust control, and grounds appearance enhancement. When mowing, care should be taken to assure that no scalping occurs. Should scalping occur, the Contractor shall be responsible for immediate replacement, reseeding or sodding the area to return it to its original condition. Scalping shall be considered to be cutting the grass so short as to permanently injure, kill or remove the grass. Improved areas are normally mowed and irrigated on a regular basis, and the Contractor shall accomplish mowing in accordance with the following:

(1) Mowing around trees, building foundations, and other obstructions shall only be accomplished by hand powered mowers, weed-eaters and hand tools. The same height of cutting shall be maintained when using hand tools.

(2) Power edgers shall be used on all walkways, curbs, and other similar applications. Edgers shall be shut off when walking from one work area to another.

(3) The grass cutting shall include a uniform cut of the entire area; trimming all obstructions, building foundations, trees, edging of walkways, and curbs.

(4) Grass clippings shall not be allowed to windrow or bunch.

(5) Debris caused by the Contractor shall be removed from the station at his/her expense and the area shall be left in a neat appearance.

b. **Mowing of Clear Zones and Magazines** - If ordered; the Contractor shall accomplish mowing in accordance with the following. Clear zones shall be mowed, with tractor drawn rotary equipment or hand powered equipment.

(1) Mowing around trees, building foundations, and other obstructions shall only be accomplished by hand powered mowers, weed-eaters and hand tools. The same height of cutting shall be maintained when using hand tools.

(4) Magazines and barricaded sidings shall be mowed and cut on three (3) sides and top. Blast shields shall be mowed/hand cut on all sides, top and back. The Contractor shall not cut any closer than five (5) feet around any ventilators on magazines with gasoline powered equipment. The Contractor shall hand cut the remaining vegetation around the ventilators.

(5) **Clear Zones** are defined as areas surrounding magazines, which extend 50 feet outwards from the base of the magazine sides. These areas also include the magazines themselves and along interior fence lines. Clear zones along fence lines extend outward from the interior side of the fence a distance of 30 feet. These areas are to be mowed to a height of three (3) inches maximum.

**Note:** RESTRICTIONS OF TOTAL WEIGHT OF ANY PIECE OF EQUIPMENT SHALL NOT EXCEED 3,000 POUNDS EVENLY DISTRIBUTED ON AT LEAST FOUR WHEELS, WITH CENTER OF ANY WHEEL NOT CLOSER THAN 3'6" TO ANY OTHER WHEEL. THIS RESTRICTION APPLIES TO MAGAZINES ONLY. NO VEHICLES WILL TRAVEL UP THE SIDES OF MAGAZINES FOR CUTTING, FURTHER THAN ¼ OF HEIGHT

c. **Mowing Using Hand Powered Mowers, Edgers, and Hand Work** - If ordered; the Contractor shall accomplish mowing, using hand powered mowers, edgers, and hand work in accordance with following. Area shall be mowed to the height level as specified on the DD 1155. All cut/removed vegetation shall NOT be incorporated into any disced areas or other locations at the Naval Weapons Station property. The Contractor shall hand cut around all poles, rocks, posts, fire hydrants, fences, rugged areas or any other obstruction within or bordering the area that is to be maintained.

d. **Mowing of Unimproved Grounds** - If ordered; the Contractor shall accomplish mowing in accordance with the following. Unimproved grounds shall be mowed using a tractor powered sickle-bar type mower. The unimproved ground shall be mowed to a height of six (6) inches maximum.

(1)**Unimproved Area** - are defined as areas where plantings are primarily for soil erosion and soil stabilization of a watershed, agricultural or grazing outlease, and fire breaks. These areas are mowed infrequently, if at all, and are not irrigated.

e. **Clean Out Debris from Culverts/Etc.** - If ordered; the Contractor shall accomplish debris removal from culverts/etc in accordance with the following. The Contractor shall inspect covered drainage lines for stoppage, breaks, settlements and washouts. Also he/she shall be responsible to clean catch basins, silting basins, culverts and outfalls. The Contractor shall also inspect the lines and remove all tree roots. Vegetative growth in drainage ditches shall be cut to a height of 2 inches on bottom and sides. All wood and brush cuttings, trash, and debris shall be removed and disposed of off the activity the same day of cleaning. Mouths of ditches, inlets, and outlets shall be cleared of sediment, vegetation, and debris to allow unrestricted flow of water. Where ditch bottoms are paved, all mud and debris shall be removed from the paved surface and disposed of off the activity the same day of cleaning. Where ditch bottoms are not begetter and have intermittent water flow, woody and aquatic vegetation shall be removed or chemically treated. Approved herbicides for vegetation control will be permitted.

f. **Ditch Maintenance, Removal of Accumulated Materials, Vegetation Removal, Reshaping and Regrading** - If ordered; the Contractor shall accomplish removal of accumulated materials, and vegetation removal in accordance with the following. Ditches and open drains shall be regraded, replaced and restored to their original line and grade or to a maximum 2% grade. Side slopes shall be reshaped to a 3:1 slope to facilitate mowing with equipment. Erosion at the headwalls shall be corrected by loosening existing surfaces, replacing (with) rock fill, compacting and reshaping to a stable slope

(1) Filter Strips: a block of vegetation approximately 25 feet long shall remain along the length of the ditch to facilitate filtering and as use for a wildlife habitat. Location of these filter strips shall be designated by the Contracting Officer.

(2) The Contractor shall also remove all accumulated material; paper, rages, litter, and undesirable vegetation leaving the area clean of all debris, as directed by the OICC.

g. **Watering Areas** - If ordered; the Contractor shall accomplish Watering of Areas in accordance with the following. The Contractor shall be responsible to ensure that the area is being properly watered. The Contractor shall water the area utilizing in-ground irrigation system if so established. If not, the Contractor shall use water hoses with Contractor furnished sprinklers.

h. **Trash Collection and Disposal** - If ordered; the Contractor shall accomplish Trash Collection and Disposal in accordance with the following. The Contractor shall collect and dispose of trash and litter in all grassed areas, flower and shrub beds, wooded areas, sidewalks, streets, and curbs in area designated by the OIC. Trash and litter does not include natural vegetation, such as leaves, and limbs. All trash and litter shall be disposed off the activity the same day as collected.

i. **Street/Parking Lot Sweeping** - If ordered; the Contractor shall accomplish Street/Parking Lot Sweeping in accordance with the following. The Contractor shall sweep all paved main roads, parking lots, and driveway approaches in areas designated by the OIC. The Contractor shall remove all debris from parking lot stops during the sweeping operation by hand if required. One hundred percent removal of all dirt and debris from paved surfaces shall be acceptable. The Contractor shall dispose of all debris removed from roads and parking lots off of the Station

(1) **Dust Control** - Dust shall be kept down at all times. The use of motor driven equipment on wheels is prohibited at all unpaved perimeter fence roads. No dry power brooming will b permitted. Vacuuming, wet sweeping, or wet power brooming shall be used instead.

(2) **Equipment Requirements** - The type and kind of equipment used for cleaning is optional except that it must meet the requirements of this paragraph. The equipment used shall conform to California Occupational Safety and Health Administration (OSHA) regulations. Sweeping and pick-up equipment shall control dust. Safety signs and flashing amber lights shall be part of the equipment, and used when the equipment is operated.

j. **Clearing** - If ordered; the Contractor shall accomplish Clearing in accordance with the following. Shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, rubbish occurring within the areas to be cleared. Cut off flush with or below the original ground surface trees, stumps, roots, brush, (Bamboo) Arundo, and other vegetation in areas to be cleared, except for trees and vegetation indicated or directed to be left standing.

k. **Mowing: R/R Shoulders & Road Shoulders** - If ordered; the Contractor shall accomplish Mowing of R/R Shoulders & Road Shoulders in accordance with the following. Railroad shoulders shall be mowed each side 12 feet from centerline of trackage. The Contractor may use sickle bars to prevent disturbing ballast material. Railroad shoulders and road shoulders shall be mowed/cut to a maximum stubble height of 2". All cut/mowed vegetation shall be removed and disposed of off station property within three days. Vegetation growing between rail trackage shall be completely removed leaving the area 100% vegetation free. Specified road shoulders will be cut six feet from edge of road

PAGE 1 OF 3

#### **INSTRUCTIONS FOR FILLING OUT VERIFICATIONS OF WORK COMPLETION**

1. Work Completion Verifications shall be filled out and submitted for al Services performed. The following information shall be included on the Work Completion Verifications and the completed Verification shall be submitted to the CSR upon completion of the work. Refer to the attached sample for the following instructions:

BLOCK #1 - The Contractor shall print or type in the Contract Number in the space provided.

BLOCK #2 - The Contractor shall print or type in the Company Name in the space provided.

BLOCK #3 - The Contractor shall print or type in the Building Number or Location where the work was performed in the space provided.

BLOCK #4 - The Contractor shall print or type in the Delivery Order Number for the work performed in the space provided.

BLOCK #5 - The Contractor shall print or type in the Date the Work was Completed in the space provided.

BLOCK #6 - Leave Blank

BLOCK #7 - The Contractor shall print or type in an Itemization of the Work performed in the space provided.

BLOCK #8 - Any additional comments the Contractor may have on the performance of the work may be written in the space provided.

BLOCK #9 - The Contractor shall Sign and Date this space indication that the work performed is complete and meets all contract requirements.

2. The following procedures will be followed by the CSR upon receipt of the completed Verification of Work Completion. Refer to the attached sample for the following information:

BLOCK #A - The CSR shall either Date Stamp or print in the Date received in the space provided.

BLOCK #B - The CSR upon inspection of the work shall check the box indication either Satisfactory, Unsatisfactory or No Service in regards to the work performed or in the case of the work not being inspected then the CSR shall check the Not Inspected box.

BLOCK #C - The CSR shall print in the date the inspection was performed in the space provided.

BLOCK #D - The CSR shall print or type in any additional Comments on the performance of the work and also write in this area a Determination on Affording the Contractor the opportunity to reperform the unsatisfactory work. Additionally the CSR shall record the percent of the work that was unsatisfactory and the percent of the deduction that should be taken.

BLOCK #E - The CSR shall print in the Date the reinspection was performed in the space provided.

BLOCK #F - The CSR upon reinspection of the work shall check the box indication either Satisfactory or Unsatisfactory Rework performance.

BLOCK #G - If the Work was performed Satisfactory or performed unsatisfactory and the CSR did not allow a rework or Not Inspected or Reperformed Satisfactory the CSR shall Sign and Date this space indicating acceptance by the Government of the work performed in accordance with the contract or as otherwise noted on the verification.

BLOCK #H - The CSR shall write in the total amount to be deducted from the Contractor for any unsatisfactory or non performed work.

3. Upon completion of verification form, the copies will be distributed as follows:

- a. The Contractor shall receive original and 1 copy.
- b. The CSR shall send to the Service Contract Manager 1 copy.
- c. The CSR shall retain 1 copy for his records.

4. The Contractor, if afforded the opportunity, to reperform unsatisfactory service shall be notified by the CSR when returning the complete verification to the contractor and then upon completion of the rework the Contractor shall return the original verification the CSR for inspection and acceptance, if reperformed satisfactory, the CSR shall sign and date the verification and distribute the copies as per Line 3, item a., b., and c.

5. If the work was performed unsatisfactory and no rework is allowed by the CSR, the CSR shall note this on the verification and distribute the copies as per Line 3, item a., b., and c.
6. The Contractor shall submit 1 copy with his invoice and retain the other for their own records.