

Statement of Work (SOW)
Construct New Water Storage Facility
Project number 564-19-101
Veterans' Health Care System of the Ozarks (VHSO)
Fayetteville, Arkansas

The Contractor must furnish all management, supervision, labor, material, equipment, tools, supplies, consumables, parts, and related services, in accordance with the SOW, drawings, and specifications to construct a new 600,000 gallon elevated water tank located northeast of Building 9, including but not limited to, duplex water pumps, water piping, an emergency generator, a chlorine recirculation system for the tank, and demo the existing Water Tower Bldg. 39 and keep VHSO compliant while existing Water Tower Bldg. 39 is being demolished in the final phase. Electronic (.pdf) copies of drawings and specifications to this work will be furnished upon Contractor's written request to the Contracting Officer (CO). Hard copies of SOW, drawings, and specifications must be the Contractor's responsibility and expense. Contractor is responsible to verify existing and new dimensions, locations, and quantities to complete this project located on the VHSO Main Campus 1100 N. College Avenue, Fayetteville, AR 72703.

I. GENERAL:

A. Any provision or partial provision of the Contract, including but not limited to, drawings, and specifications that is not consistent with this SOW will be null and void only to the extent of the inconsistency. All other provisions or partial provisions of the Contract, including but not limited to; drawings and specifications, must remain in full force and effect.

B. Contractor must have the following requirements completed prior to beginning site activities:

1. Negative TB Test, within the past calendar year.
2. Annual influenza shot is required for all staff.
3. While on campus, Contractor must wear a visible VHSO issued identity Badge and a wrist band/device.
4. Mask must be replaced when damaged or soiled.

5. Daily visit at check-in station (Building 1-ED, Building 21-North Entrance, and Building 44-West Entrance) for COVID screening are performed on the VHSO campus and must be performed immediately when the Contractor arrives on site. If at any time an employee of the Contractor firm is found in deficiency of the above listed, then a stop work order will be issued for the safety of VHSO patients. Any further questions please reference the below document(s).
 6. Minimum OSHA 10 certification.
- C. Safety must be the Contractor's highest priority.
 - D. Period of Performance (POP): Three Hundred Thirty (330) calendar days after Notice-To-Proceed (NTP).
 - E. This project must be a turn-key operation in accordance with this SOW, drawings, and specifications to be complete and working system(s).
 - F. VHSO facility must continue to operate during the contract's POP, including but not limited to, the mechanical and electrical systems.
 - G. Contractor's work must be conducted with the least amount of disruption to the VHSO facility.
 - H. Calendar day means each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays, and Holidays.
 - I. Working day or business day means any day except any Saturday, any Sunday, or any day which is observed as a National Holiday by U.S. Government agencies including, but not limited to, New Year's Day, Martin Luther King Jr. day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, any day specifically declared by the President of the United States.
 - J. If a holiday falls on a Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday. Contractor is not required to provide any service(s) on nationally recognized U.S. Government holidays, nor shall the Contractor be paid for these holidays.

- K. Contractor must submit to the Contracting Officer (CO) and Contracting Officer Representative (COR) a Schedule of Values (SOV), Field Office Expenses, and a Project Schedule (including Phasing Plan) in accordance with this SOW, drawings, and specifications no later than 20 calendar days after Notice to Proceed (NTP) for COR written approval. The Project Schedule must contain provisions, including but not limited to, staging equipment and materials ahead of closing the affected patient care areas and working extended hours to meet the project requirement.
- L. Contractor must submit to the CO and COR all submittals no later than 30 business days after Notice to Proceed (NTP) for COR written approval.
- M. Prior to the start of job site activities, together the Contractor and COR must conduct a site survey to identify and review specific work and differing site conditions.
- N. VHSO utilities and work areas may not be immediately available to the Contractor and the Contractor must be flexible in the project schedule without additional cost to the Government.
- O. Contractor materials, equipment, tools, supplies, consumables, and parts must not be left unattended within a common work area. When working in common areas, there must be a minimum of two (2) contractor employees present to ensure that Contractor building materials, including but not limited to, equipment, tools, and supplies are not accessible to others.
- P. Warranty: Contractor must guarantee workmanship for a period of one (1) year after COR written acceptance of work. Contractor must furnish a minimum one (1) year parts and labor warranty on equipment, components, and materials furnished plus any manufacturer's warranty greater than one (1) year.
- Q. Emergency Service: Contractor emergency service must be available 24 hours per day. Contractor must respond on-site to emergency service calls within two (2) hours of notification. Contractor must have the issue(s) corrected or a plan in place (awaiting parts) within four (4) hours of arrival at job site. Any temporary repairs must have prior written approval by the Chief, Engineering Service or their designated representative.

II. QUALIFICATIONS OF CONTRACTOR

A. Contractor must possess an Arkansas Contractor License.

III. SCOPE OF WORK:

A. All work must be done in accordance with the SOW, drawings, and specifications.

IV. WIRING:

A. Wiring (conductors), including but not limited to, conduit must be installed in accordance with the latest edition of the National Electric Code (NEC), drawings, and specifications.

B. Wiring except fixture whips (maximum length 6 feet) must be enclosed in Electric Metallic Tube (EMT) conduit. Fixture whips and conduit must be furnished and installed with compression fittings.

C. Electrical terminations must be in accordance with manufacturer's installation instructions.

D. Contractor must furnish conduit with factory finish color as follows:

1. Red = Fire Alarm
2. Blue = Nurse Call
3. Green = Access Control/Camera System/Intercom
4. Silver = Electrical General
5. Orange = High Voltage
6. Yellow = HVAC Controls
7. White = Cable TV
8. Purple = Telephone/Data

V. CONTRACTOR ACCESS AND ACTIVITIES:

A. **Safety:** Contractor's highest priority must be safety. Contractor work must be in accordance with Federal, State, Local OSHA codes, regulations, latest edition of NEC, latest edition of NFPA 70E, and 01 35 26 Safety Requirements specification. Contractor must furnish required safety items, including but not limited to, safety signage, cones, barricades, and must furnish and wear required Personal Protective Equipment (PPE). Contractor must be prohibited to work

without proper safety items and PPE and will be asked to leave job site in absence or use of same.

B. **Site Supervision:** Contractor must submit written qualifications of proposed site superintendent(s) to the CO and COR for consideration. Contractor must furnish superintendent(s) with written COR approval to continuously supervise on site contract activities. Contractor superintendent(s) must not engage in any direct trades' labor.

C. **Security:** Contractor must coordinate with VA Police and COR to comply with the VHSO security management program, including but not limited to, obtain onsite access permission by the VA Police, be identified by Contractor and project, and restricted from unauthorized access.

D. **Badging:** Contractor must not enter the work site without VHSO issued identity Badge. Contractor can be subject to inspection of personal effects when entering or leaving the project site and VHSO property. Contractor site superintendent must escort Contractor employees to Engineering Shop (Building 37) to obtain badge(s). Contractor must maintain a Badge Log with Employee Names, Badge ID Numbers, Start Date(s), Departure Date(s), ID Lost Date(s), and ID Return Date(s). Contractor must update Badge Log and furnish to the COR weekly or as directed in writing by COR. Contractor must report lost Badge(s) immediately to the COR and document on Badge Log. Contractor must return Badge(s) immediately on day of departure of employee from project to COR and document on Badge Log. Contractor must return remaining Badge(s) at project closeout to COR. Contractor must reimburse the Government a \$100.00 fee for each lost or unreturned Badge.

E. **Key Access:** Contractor site superintendent may check out a key to access mechanical and electrical rooms as project requires. Contractor site superintendent must check out and return a key at Engineering (Building 7-A) daily and the key must not leave VHSO property. Contractor site superintendent must notify the COR when a key is lost. Contractor must reimburse the Government a \$3,500.00 fee for each lost or unreturned key(s).

F. Property Access Work Hours:

1. Regular Working Hours: Work must be scheduled on business days during regular working hours, 0800 to 1630 hours.
2. Outside Regular Working Hours: Written approval from the COR is required prior to scheduling work outside regular working hours.
3. Designated Hours: Contractor must plan ahead for any contract work activity which interferes with Medical Center (MC) operations and must not commence with such activity prior to COR written approval at no additional cost to the government.

G. Utilities: Contractor must not leave unattended out-of-service any utility, fire protection, life safety system, or security system without written permission of the COR. If a utility, fire protection, life safety system or security system is not functioning at the end of a workday without written permission of the COR, then the Contractor must restore the system(s) to working order prior to leaving the job site or must furnish an around-the-clock watch until the system is functioning properly. If the Contractor fails to do so, the Contractor must reimburse the Government a fee equal to the amount of costs incurred by the VHSD to furnish around-the-clock watch and/or repair the system(s).

H. Parking: Contractor on-site parking is limited to availability of designated Contractor parking. Contractor must have prior COR written approval of on-site Contractor parking.

I. Vehicles and Construction Equipment: Contractors' key(s) to unattended vehicle(s) and construction equipment must be removed and vehicle(s) locked.

J. Unloading and Loading: Contractor must unload and load materials including but not limited to, equipment, tools, supplies, parts, and construction debris at the loading dock. Contractor must not leave vehicle(s) or construction equipment unattended at the loading dock. No materials, including but not limited to, equipment, tools, supplies, parts, and construction debris are permitted through the front entry.

K. **Storage and Staging:** Contractor storage and staging is limited to availability of designated on-site Contractor storage and staging. Contractor must submit a written request for storage or staging to the COR for consideration a minimum of seven (7) business days prior to the storage or staging. Contractor must have prior COR written approval of on-site Contractor storage and staging. Contractor must relocate or remove on-site storage and staging, including but not limited to, Contractor's office trailer(s), dumpster(s), storage container(s) and construction materials a maximum of seven (7) business days after written notification by the COR without additional expense to the Government.

L. **Equipment and Tools:** Contractor must furnish construction equipment and power and hand tools, including but not limited to, ladders, scaffolds, lifts, backhoes, and forklifts to complete Contractor's work.

M. **Radios and Mobile Devices:** Contractor must use mobile devices at low volume or outside. Contractor must not carry-on conversations in hallways or near any patient areas. AM/FM radios and other media producing devices must not be used on VHSO property.

N. **Noise:** Contractor must coordinate and schedule with COR noise making activities. Contractor must submit to the COR a written request for consideration and written approval a minimum of seven (7) business days prior to activity. Contractor must have COR written approval to proceed.

O. **Dust Proofing and Cleaning:** Contractor must cover furnishings and equipment with white plastic, fire retardant polyethylene, antistatic, minimum 6 mil thickness, imprinted with fire retardant labeling or clean drop cloth. Contractor must furnish High-Efficiency Particulate Air (HEPA) vacuum cleaner(s), cleaning tools, and tacky mats at job site entrances. Contractor must not use broom(s).

P. **Hot Work:** Contractor must perform and safeguard hot work operations in accordance with OSHA 1910 Subpart Q, NFPA 241, and NFPA 51B. Contractor must coordinate and schedule with COR Hot Work Operations. Hot work operation is defined as operations including, but not limited to, open flame, producing heat and/or sparks, burning, welding, processes such as arc welding, oxy-fuel gas welding, open-flame soldering, brazing, thermal spraying, cutting,

oxygen cutting, arc cutting, chipping, grinding, heat treating, sand blasting, torch-applied roofing, chemical welding, thawing pipe, and light horizontal welding, or an operation that is capable of initiating fires or explosions.

Q. **Fire and Smoke Barrier Penetration:** Contractor must perform, maintain, and safeguard the integrity of smoke and fire barriers in accordance with NFPA 101, NFPA 80, and NFPA 90A. Contractor penetrations in barriers must be repaired in an approved manner (filled with the designated and COR approved flame retardant filler).

R. **Disposal:** Contractor must coordinate and schedule with COR. Contractor must have COR written approval to proceed prior to activity. Contractor must submit a written request to dispose of any government owned materials, equipment, or property in advance to the COR for written approval. Contractor must remove and properly dispose construction debris, materials, equipment, and substances from this project and the VHSO property daily into the Contractor supplied containers. Contractor must coordinate disposal container location with COR contingent upon available space and any future COR directed relocation(s) must be at no additional expense to the government. Construction debris created from the project must not be disposed of in VHSO dumpsters or on VHSO property. Disposal of construction debris, materials, equipment, and substances from the project must be in accordance with applicable Federal, State, and Local laws, rules, and regulations. The Contractor must ensure and furnish appropriate documentation to the CO and COR that all hazardous waste handlers, haulers, and disposal facilities are properly licensed. The Contractor must furnish shipping manifest and documentation of disposal of construction debris, materials, equipment, and substances from the project prior to final payment.

S. **Fumes:** Contractor must coordinate and schedule with COR. Contractor must submit to the COR a written request for consideration and written approval a minimum of seven (7) business days prior to activity. The Contractor must schedule fume producing work activities, including but not limited to, painting or heat produced fumes after regular working hours. Contractor must be responsible for ventilation necessary to exhaust and prevent fumes from entering

adjoining areas, outside air intake ductwork, and re-entering the VHSO healthcare facilities at no additional expense to the Government. Contractor must have COR written approval to proceed three (3) business days prior to activity.

T. **Photography:** Contractor must coordinate and schedule with COR. Contractor must be escorted by VHSO personnel to take job site related photos. Contractor must not photograph any patients, personnel, visitors, and others on VHSO property.

U. **Project Meetings:**

1. At a minimum, every week the contractor shall hold a progress meeting to review progress to date and to resolve all questions for the upcoming week. The progress meeting shall include at a minimum, the Project Manager and the Superintendent representing the Contractor, the COR and the CO representing the Government. Technical supervisor (foreman), sub-contractors, suppliers, etc. shall attend when requested by the Contracting Officer. The meeting shall be same day, time, and place each week.
2. Meeting Minutes - The contractor shall take minutes of all meetings held relative to this project. The format must be acceptable to the Contracting Officer (CO). Minutes must include the meeting date and time; agenda; meeting location; list of participants with their affiliations, and telephone numbers; be fully descriptive of issues, problems and decisions made; and action items with names of responsible parties and deadlines. In addition, the minutes must include, as attachments, all exhibits and references distributed as handout materials, unless the materials are part of a formal submission. The contractor shall provide, via e-mail, complete copies of all minutes to all attendees within 72 hours of the meeting. All challenges to the minutes will be reflected in a revised version prepared by the contractor and CO along with the contractor and COR shall sign/initial the minutes. In the event of any disputes or challenges that can't be resolved, the Contracting Officer shall render a final decision.

Copies of updated minutes shall be distributed to all attendees within 48 hours after change notice.

VI. OTHER REQUIREMENTS:

- A. Structural members must not be cut or altered, without prior written authorization from COR.
- B. Contractor must make every reasonable effort to protect VHSO property from damage.
- C. The Contractor must furnish adequate protection for VHSO property before any construction activities occur. Contractor moved items must be put back by the Contractor to original locations and conditions as work is completed at no additional cost to the Government.
- D. Anything remaining in place that is damaged or defaced by the Contractor must be restored by the Contractor to the pre-existing damaged or defaced condition at no additional expense to the Government.
- E. The Contractor must coordinate work of different trades so that interference between mechanical, electrical, architectural, and structural work including existing services must be avoided and within limits indicated the required space for operation, repair, removal, maintenance, and testing of equipment. Utilities, including but not limited to, conduit, ducts, and pipes must be arranged to ceiling slab, walls, and columns to take up a minimum footprint of space. Conduit, ducts, pipes, and equipment must not interfere with intended use of eyebolts and other lifting devices.
- F. Contractor must locate existing utilities in area of work. Contractor must furnish adequate means of support and protection to utilities that remain in place. Any property, including but not limited to, electrical, natural gas, medical gas, communication and utility lines, landscaping, walkways, roads, and curbs damaged by Contractor must be repaired or replaced at no additional expense to the Government. Government property, including but not limited to, walls, ceilings, floors, furniture, must be protected from damage at no additional expense to the Government. Areas must be cleaned after coring, sawing, and

other construction activities by the Contractor at no additional expense to the Government.

G. No unauthorized Contractor work to be initiated without the prior written approval of the CO. The CO must approve any request, or proposal for in project scope or additional requirements, in writing prior to the Contractor proceeding with any work. Any Contractor changes without prior written approval by the CO, must be done at the Contractor's risk and at the Contractor's expense.

H. Contractors must visit the job site and visit the facility to determine the nature and location of the work to be performed in general and the local conditions which can affect the work. Failure to do so must not relieve the Contractor of responsibility for estimating the difficulty or cost to perform the work.

I. Contractor must comply with all applicable Federal, State, and Local codes, laws, regulations, and ordinances.

J. Contractor must obtain all applicable permits and licenses required by Federal, State, and Local codes, laws, regulations, and ordinances.