

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 29-Aug-2024	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751		CODE W912WJ	7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. W912WJ24Q0177
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 05-Aug-2024
			<input type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO.
			<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Amendment is necessary to provide responses to questions from industry and provide a revised Performance Work Statement. Solicitation closing remains August 30, 2024 at 2:00 PM Eastern. All other terms and conditions remain unchanged				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)	29-Aug-2024

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

REQUEST FOR INFORMATION

QUESTION 1: Is burning of the small debris allowed?

RESPONSE 1: Yes, burning is permissible for debris removal, but the Contractor is responsible for submitting a burn plan and obtaining all permissions and permits required by State and local regulations and fire agencies. See revised Statement of Work for additional information.

QUESTION 2: When was the last time the debris was removed and how much was the last contract awarded for?

RESPONSE 2: The last time the debris was removed was August 2021 and the previous contract was awarded for \$4,920. Interested vendors should note that requirements of the previous contract may differ from the current requirements.

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

PERFORMANCE WORK STATEMENT

DEBRIS REMOVAL – LOG BOOM CATCHMENT AREA

U.S. ARMY CORPS OF ENGINEERS

BLACKWATER DAM

WEBSTER, NH

PERFORMANCE WORK STATEMENT

REVISED

I. General:

- 1. Scope** – Provide all transportation, equipment, labor, and job planning to remove the debris located at the log boom catchment area. The log boom catchment area is approximately 2 acres (**See Informational Maps 1 and 2**). All debris shall be removed from the catchment area and properly disposed of off Government property according to Federal, State, and local regulations. Chipping of debris in place shall not be permitted unless all chips are transported off site for proper disposal. **Burning of debris is permissible, but the Contractor is responsible for submitting a burn plan and obtaining all permissions and permits required by State and local regulations and fire agencies.** The project area is located along the Blackwater

River in Webster, NH. All work shall be completed in accordance with the following Performance Work Statement.

NOTE: This work requires the following submittals prior to commencement of work (Refer to Section II. Technical Requirements for a full list of submittals):

- ENG Form 6293 (Accident Prevention Plan Worksheet)
 - Activity Hazard Analysis; non-mandatory template available: ENG Form 6206 (Activity Hazard Analysis)
 - ENG Form 6282 (Site Safety and Health Officer Designation Letter)
 - First-Aid and CPR Personnel requirements
 - All Certifications and Licenses as determined by the scope of work.
 - **Burn Plan if applicable**
2. **Location** – The **Blackwater Dam** is located at 43 White Plains Rd, Webster, NH 03303. The log boom catchment area upstream of the dam is accessed using Cogswell Wood Rd in Webster, NH.
 3. **Site Visit** – Contact the Technical Point of Contact (TPOC) to arrange a site visit. The TPOC, Park Ranger Kevin Norton, can be reached at (978) 318-8841 or kevin.j.norton@usace.army.mil . A site visit is strongly recommended to gauge the full scope of work and provide an accurate quote. Exact depths of debris, size of debris, and debris quantities are unknown.
 4. **Schedule** – The period of performance will be 90 days from contract award. The project area will be open to the Contractor Monday through Friday 7:00 AM to 3:00 PM and all work must be done during those hours unless additional hours are approved by the TPOC. No work shall be done on weekends or Government holidays. The Pre-Work Conference shall be completed within 14 days of contract award.

All pre-work submittals shall be submitted within 21 days of contract award. The Government reserves up to 21 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall be resubmitted to the Government in an acceptable form within 14 days of the Government's response, unless additional time is granted by the Government in writing. **No field work may proceed prior to the acceptance of pre-work submittals.**

5. Safety Requirements

a. General:

All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Occupational Health Requirements (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), Federal, State, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at the following link:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

b. Accident Prevention Plan (APP):

The Contractor shall prepare a site-specific Accident Prevention Plan. The APP must be written by a Competent Person (CP) and document the specific work processes, equipment, materials to be used, hazards and applicable control measures.

The mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) must be submitted and accepted prior to beginning on site work:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_2023Aug31.pdf

A preparatory meeting shall be conducted by the Prime Contractor to discuss the APP contents with all effected onsite employees. The Prime Contractor is responsible for informing the subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

Daily safety meetings shall be held and documented. Records shall be available to the TPOC upon request.

c. Activity Hazard Analysis (AHA):

An AHA shall be submitted and accepted for each definable feature of work (DFOW) in accordance with EM 385-1-1, Chapter 2-6. A DFOW is defined as any task, which is separate and distinct from other tasks, has separate control requirements, or is identified as different trades or disciplines. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

For a non-mandatory formatted outline of an AHA, see ENG Form 6206 (Activity Hazard Analysis):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

d. Site Safety and Health Officer (SSHO) Requirements:

The Contractor shall employ a minimum of one person to function as a Level 3, SSHO. A Level 3 SSHO is a designated Qualified Person (QP) or Competent Person (CP) with Safety and Occupational Health (SOH) responsibility that meets the requirements of EM 385-1-1, Chapter 2-3.b and 2-4.b.

Level 3 SSHOs must have training, knowledge, and/or experience identifying hazards and implementing controls for the work being performed.

The SSHO shall be present at the project site and be responsible for overseeing the implementation of the Prime Contractor's SOH program. Contractor shall designate all

SSHOs on a mandatory ENG Form 6282 (Site Safety and Health Officer Designation Letter):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf

e. First-Aid and CPR Personnel requirements:

For shifts with multiple employees, provide at least two employees that are certified to administer First Aid and CPR. When employees work alone, they must be certified in First Aid and be provided an effective means of communication to call for assistance in the event of an emergency. Minimum First Aid and CPR qualifications are outlined in EM 385-1-1, Chapter 3-3.

f. Additional Personnel Requirements:

Other Competent Person (CP) or Qualified Persons (QP) may be required per EM 385-1-1 and/or other sections of this Scope of Work, based on the definable features of work for this project.

g. Accident Reporting:

All accidents and near misses shall be investigated by the Contractor and reported to the TPOC in accordance with EM 385-1-1, Table 2-1.

The mandatory ENG Form 3394 shall be completed and submitted to the TPOC within seven (7) days of an incident:

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf

h. Employee Exposure Data:

The Contractor shall electronically report total employee work hours (including subcontractors) to the TPOC by close of business on the 10th calendar day of the following month.

- 6. Pre-Work Conference** – Prior to the start of any work, the TPOC will schedule and conduct a “Pre-Work Conference”. The Contractor’s Project Manager and Quality Control Personnel shall be physically present at this meeting. The Contractor shall directly oversee all work on the project and the Project Manager and Quality Control Personnel shall have the authority to act on behalf of the Contractor. This conference will be held at the time and location agreeable to the Government and Contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the TPOC to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government’s administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-Work Conference the Contractor shall provide the name of the project superintendent with a telephone number for project coordination.

The following is a general list of items for discussion during this Pre-Work Conference:

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors
- ii. Contractor's Safety Program (including sub-contractors)
- iii. Accident Prevention Plan and Activity Hazard Analysis (Submitted & accepted prior to start of work on site)
- iv. Safety Meetings (Documented on NED Form 251)
- v. Accident Reporting (ENG Form 3394)
- vi. Safety Data Sheet (SDS) requirements
- vii. Contractor's Equipment
- viii. Correspondence, Communication, Security and Administrative Procedures
- ix. Invoice and payment

7. **Permits** – The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, county, and municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.
8. **Security** – The Contractor will comply with all established security policies at the Blackwater Dam. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24-hour notice of any such closure.
9. **Flooding** – The Blackwater Dam is a flood control project. Occasional retention of floodwaters may inundate portions of the dam property or access roads in the areas covered by this contract. The TPOC will notify the Contractor if areas are closed as a result of floodwaters. When flooding ends and waters recede, the TPOC will notify the Contractor as areas reopen and services may resume.
10. **Payment** – The Contractor shall furnish the TPOC with one invoice after all work has been completed. The invoice shall include the invoice date, contract number, dates of service, description of work, labor hours, quantities, and total amount due per line item. The invoice must also include the company letterhead, and this must match the data that is registered in the System for Award Management (SAM) registry.

All invoices may be mailed to
U.S. Army Corps of Engineers
Franklin Falls Dam
46 Granite Drive
Franklin, NH 03235

Or emailed to kevin.j.norton@usace.army.mil

II. Technical Requirements:

Part 1 General:

1. **Summary** – Provide all transportation, equipment, labor, and job planning to remove the debris located at the log boom catchment area. The log boom catchment area is approximately 2 acres (**See Informational Maps 1 and 2**). All debris shall be removed from the catchment area and properly disposed of off Government property according to Federal, State, and local regulations. Chipping of debris in place shall not be permitted unless all chips are transported off site for proper disposal. **Burning of debris is permissible, but the Contractor is responsible for submitting a burn plan and obtaining all permissions and permits required by State and local regulations and fire agencies.** The project area is located along the Blackwater River in Webster, NH.
2. **Submittals** – Although the Government reviews submissions required by this Performance Work Statement, it is emphasized that the Contractor’s work must be completed using proper internal controls and review procedures. The Government reserves up to 21 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall resubmit to the Government in an acceptable form within 14 days of the Government’s response, unless additional time is granted by the Government in writing.

The documents identified below must be prepared in accordance with the applicable standards, submitted to the TPOC for review and must be accepted by the Government.

Pre-work Submittals: Submitted within 21 days of contract award. Submittals must be accepted prior to the commencement of any field work.

- ENG Form 6293 (Accident Prevention Plan Worksheet)
- Activity Hazard Analysis; non-mandatory template available: ENG Form 6206 (Activity Hazard Analysis)
- ENG Form 6282 (Site Safety and Health Officer Designation Letter)
- First-Aid and CPR Personnel requirements
- All Certifications and Licenses as determined by the scope of work.
- **Burn Plan if applicable**

3. **References** – All work shall be in conformance with:
 - a. U.S. Army Corps of Engineers
 - i. EM-385-1-1 2024 Safety and Occupational Health Requirements, U.S. Army Engineering Manual
 - b. Code of Federal Regulations
 - i. Title 36 – Parks, Forests, and Public Property; Chapter III, Part 327 – Corps of Engineers, Department of the Army.
 - c. Other appropriate Federal, State, and local codes
4. **Other Contracts** – The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other Contractors and Government employees. The Contractor shall not commit or permit any act

which will interfere with the performance of work by another Contractor or by Government employees.

- 5. Preferred Sequence for Work Schedules** – The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract. The Contractor will coordinate a work schedule for each service, and approximate times for beginning and ending of each required service listed with the TPOC. Any changes or alterations to the schedule must be coordinated and approved by the TPOC in advance of actual schedule changes.
- 6. Clean Up and Waste Disposal** – The Contractor shall practice good housekeeping to maintain a safe job site. The Contractor shall keep the work area, including any designated storage areas free from accumulation of waste materials. Upon completing work in an area, the Contractor shall remove any tools, equipment, and materials that are not the property of the Government. Any and all disturbed areas resulting from Contractor activities shall be restored by the Contractor to the satisfaction of the TPOC. All waste material will be disposed of offsite in accordance with all Federal, State, and local regulations.
- 7. Environmental Protection** – Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the Contractor at the site, and the site will be inspected/ cleaned on a daily basis when working onsite. Water, air, and land resources shall not be adversely impacted during the course of the work. The Contractor will take necessary steps to ensure all Federal, State, and local environmental regulatory requirements are met at no additional cost to the Government. Assurance of compliance with this section by subcontractors shall be the responsibility of the Contractor.
- 8. Personal Protective Equipment** - It is the Contractor's responsibility to furnish and supply personnel with the proper personal protective equipment necessary for performing the work.
- 9. Government Resources** – The Government will not supply any electricity. The Contractor shall supply his own means of communication (telephone). There is no restroom available at the contract site and there is no access to potable water at the site.
- 10. Damage to Government and Private Property** – The Contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the Contractor's operation. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the Contractor's operation. The Contractor shall notify the TPOC immediately of damage to Government and private property and injury to any person resulting from the Contractor's operation. Also, the Contractor shall notify the TPOC of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the Contractor's operation. Damaged or destroyed grass areas shall be re-planted as directed by the TPOC, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

11. Contractor's Personnel –

- a. Minimum Personnel Requirements** - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.

Note: At least one (1) of the Contractor employees on site shall be able to communicate effectively and efficiently with project staff.

- b. Employee Conduct** - The Contractor shall be responsible for seeing that the Contractor's employees strictly comply with Code of Federal Regulations Title 36, Chapter III, Part 327, and all Federal, State, and municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

Examples of unbecoming actions or conduct include but are not limited to the following:

- i.** Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, USACE personnel, or other Contractors
 - ii.** Recurring written and/or verbal complaints from visitors, USACE personnel, or other Contractors.
 - iii.** Unsafe operation of vehicles while on USACE property.
- c. Removal of Contractor's Employees** - The TPOC may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the TPOC, endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

- 12. Quality Assurance –** The Contractor is responsible for the quality control of the contract work. The Contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. The Government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.

13. Inspections-

- a. Contractor Quality Control** - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full

compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.

- b. General Inspection** - Upon the completion of each service requirement, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. A Government representative may accompany the Contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.
- c. Equipment/Supplies Inspections** - The TPOC may inspect required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the TPOC. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.
- d. Government Inspections** - The Government will monitor the Contractor's service performance. Work that does not meet the requirements of this scope shall be corrected by the Contractor at no additional cost to the Government. Failure to do so may result in reductions in payment.

14. Receiving and Storing Materials – The Contractor is responsible for protecting any stored material until it is placed in service. The Contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the Contractor and will not be responsible for damage to the Contractor's equipment or materials.

15. Omissions – This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, State, or Federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

Part 2 Equipment:

1. Condition of Equipment– All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Occupational Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards. Below is a list of equipment that may be used for this contract. Similar equipment may be used and would fall under the same requirements.

2. Type(s) of Equipment-

- a. The Contractor shall provide the appropriate equipment and tools of the trade to execute the requirements of the Performance Work Statement.
- b. Type(s) of equipment for this work may include, but not be limited to:
 - i. **Excavator(s):** Standard or long reach excavator(s) may be used to move and/or load debris.
 - ii. **Skid Steer:** A skid steer may be used to move and/or load debris.
 - iii. **Tub Grinder:** A tub grinder may be used to grind debris to be loaded for removal offsite.
 - iv. **Industrial Woodchipper:** Industrial sized woodchipper(s) may be used to chip debris to be loaded for removal offsite.
 - v. **Chainsaw or Cutting Equipment:** The Contractor shall provide appropriate gasoline powered cutting equipment for cutting woody debris of various sizes that may be considerably laden with silt or soil and may occasionally contain manmade objects including nails, screws, cables, and other potentially hazardous objects. Any cutting equipment used in the debris removal work must include the manufacturer's current safety standards and conform to USACE EM 385-1-1. The operator of such cutting equipment must also be properly outfitted with the appropriate safety gear for the job in conformance with USACE EM 385-1-1.

3. **Equipment Storage** – The Government will provide a storage area and parking for Contractor personnel. The Contractor may store certain pieces of equipment during the duration of the debris removal activities. Any equipment storage must be coordinated and approved by the TPOC. The Contractor is responsible for protecting any stored material until it is placed in service.

Part 3 Materials and Supplies:

1. Provided by Government:
 - a. N/A
2. Provided by Contractor:
 - a. The Contractor shall supply all Materials and Supplies to accomplish the requirements of this contract.

Part 4 Service Requirements:

1. **General:** Provide all transportation, equipment, labor, and job planning to remove the debris located at the log boom catchment area. The log boom catchment area is approximately 2 acres (**See Informational Maps 1 and 2**). All debris shall be removed from the catchment

area and properly disposed of off Government property according to Federal, State, and local regulations. Chipping of debris in place shall not be permitted unless all chips are transported off site for proper disposal. **Burning of debris is permissible, but the Contractor is responsible for submitting a burn plan and obtaining all permissions and permits required by State and local regulations and fire agencies.** The project area is located along the Blackwater River in Webster, NH.

2. **Debris:** For the purpose of this contract, debris will be considered to be in one of two categories and shall be sorted as follows:

- a. **Woody Debris:** Woody Debris is considered to be any woody vegetation in the form of logs, stumps, shrubs, branches, any boards, or lumber including pallets, plywood, stakes, posts, carrying timbers, and other like items.
- b. **Other Non-Woody Debris:** Other Non-Woody Debris may include various trash materials such as Styrofoam and plastic containers, tires, propane cylinders and other non-valuable items.

NOTE: If there is other non-woody debris that is deemed to be potentially hazardous, the Contractor shall notify the TPOC so that it can properly be addressed without causing harm to persons or the environment.

3. **Burning Debris:**

- a. Ensure local fire department is aware of planned activities prior to burning.
- b. All State and local requirements shall be adhered to during the planning, permitting and execution phases.
- c. Any required burn permits shall be obtained in writing unless local/state authorities allow a verbal approval.
 - i. **If debris is burned and there is three inches (3") of snow on the ground:**
 1. Debris piles must be reduced to a bed of coals at the end of each day.
 2. Once open flames burns have been reduced to a bed of coals, a continuous and/or overnight fire watch is no longer required.
 - ii. **If no snow on the ground, then:**
 1. Fire suppression capabilities shall be maintained onsite until fire is completely extinguished.
 2. Debris must be in piles no taller than five (5) feet and no longer than seventy-five (75) feet in length.
 3. Locate burn piles away from forested areas and other combustible materials, creating a minimum of fifty (50) foot perimeter buffer zone in all directions.
 4. Before leaving burn site, all fires must be fully extinguished. Visually inspect ash piles, sifting through them with hand tools as needed to confirm no embers remain. If hot embers are still present, they must be doused with water until fully extinguished.

4. **Log Boom Catchment Area Debris Removal:**

- a. The blue outlined area shown on **Informational Map 2** is the area where most of the river debris settled as waters receded after flood control operations. **Note: The area includes 10 feet beyond the log boom on the downstream side.**
- b. The Contractor shall remove debris from the entire designated area.
- c. Seasonal vegetation (grasses, goldenrod, ferns etc.) have grown within this area and have disguised debris from plain sight. The Contractor shall ensure the collection of debris throughout the designated area to include those areas that may have vegetative growth disguising the debris. Exact depths of debris, size of debris, and debris quantities are unknown.

Part 5 Service Locations: The service location is located in Webster, NH near the Blackwater Dam. The Blackwater Dam is located at 43 White Plains Rd, Webster, NH 03303.

1. ITEM NO. 1 – Blackwater Dam Log Boom Catchment Area –Debris Removal

- a. Service Requirement:
 - i. Log boom Catchment Area Debris Removal
- b. Service Area: **See Informational Map 2**
 - i. The log boom catchment area is adjacent to the Blackwater River. Access to this area is via Cogswell Wood Rd off of Rte. 127. Cogswell Wood Rd becomes a dirt access road to catchment area. Total road length from Rte.127 is approximately 1.5 miles. **(See Informational Map 1)**. Area shall be accessible during operation hours for Contractor Work.
- c. Service Schedule:
 - i. Catchment Area Debris Removal – one complete debris removal.

(End of Summary of Changes)