

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 15	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 14-Jan-2025		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		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912WJ25Q0030	
				X		9B. DATED (SEE ITEM 11) 02-Jan-2025	
						10A. MOD. OF CONTRACT/ORDER NO.	
						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 CONTRACTS/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, revise the Period of Performance in the Statement of Work, provide a 2018 Structural Tower Inspection Report, and add FAR clause 52.223-4. Question #4 - #5 is applicable to this amendment. Solicitation closing remains January 17, 2025 at 5:00 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) JENNIFER M SAMELA / ADDED BY UPASS TEL: 978-318-8324 EMAIL: jennifer.m.samela@usace.army.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 14-Jan-2025	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

REQUEST FOR INFORMATION

QUESTION 1: Can you please provide a structural report verifying that the existing tower can support the weight of the new section?

RESPONSE 1: Please refer to the additional attachment provided for the most recent inspection report for the tower. This was an external inspection that found the tower structure to be in good condition below the damaged section.

QUESTION 2: Can you please provide detailed specifications and engineering plans for the new section?

RESPONSE 2: Detailed specifications and engineering plans do not exist. The original tower manufacturer is unknown and there are no “as built”. The scope specifies the replacement to be “in – kind” as in as close to the original design as possible and it is the Contractor’s responsibility to produce. The new beacon will be significantly lighter than what is currently on the structure which will reduce stress on the new section.

QUESTION 3: Please confirm whether local town permitting is required?

RESPONSE 3: Local town permitting is not required; the tower is on state property leased to the federal Government for the use and maintenance of the communications tower.

QUESTION 4: We have concerns with the 60 day Period of Performance to complete all work. Can this be extended?

RESPONSE 4: The Period of Performance has been revised to 120 days from contract award. Please refer to the revised Statement of Work and revised FAR clause 52.211-10 for additional information.

QUESTION 5: Can you provide any additional structural reports on the tower?

RESPONSE 5: Please refer to the additional attachment provided for a 2018 structural inspection report performed by the U.S. Army Corps of Engineers. The report finds the structural integrity of the tower to be in good condition.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

ATTACHMENTS

PLEASE SEE ATTACHMENTS INCLUDED SEPARATELY FOR ADDITIONAL INFORMATION.

AN ADDITIONAL ATTACHMENT IS PROVIDED WITH AMENDMENT 0001.

AN ADDITIONAL ATTACHMENT IS PROVIDED WITH AMENDMENT 0002.

STATEMENT OF WORK

**RADIO TOWER REPAIR
US ARMY CORPS OF ENGINEERS
MOUNT WACHUSETT RADIO TOWER
PRINCETON, MA
REVISED STATEMENT OF WORK**

I. General

1. **Statement of Work** – Furnish all labor, materials, and equipment to repair the radio tower on Mount Wachusett in Princeton, MA. The Contractor will remove the lightning protection, beacon light, antenna stabilizer, associated wiring, and the damaged top section of the ninety-foot (90') US Army Corps of Engineers (USACE) radio tower. The Contractor will be responsible for collecting the measurements to correctly replace in-kind the top ten-foot (10') section of the tower. After replacement, the Contractor will then reinstall lightning protection, antenna stabilizer, and associated wiring. The Contractor will replace the incandescent beacon light with a new LED beacon light on the top section of the tower. Except for the new LED beacon light and the Photocell, any ancillary equipment shall be mounted within the generator room of the building. Ancillary equipment shall be considered power supplies, power converters, or another other equipment that will add unnecessary weight to the tower structure itself. Generator room is adjacent to the tower, approximately seventy-five feet (75') from the base of the tower (See Figure 5).
2. **Location** – USACE Radio Tower located on Mount Wachusett in Princeton, MA 01541.
3. **Technical Point of Contact** – The Technical Point of Contact for this contract will be Acting Project Manager Richard Brackett. Richard can be reached by phone at (978) 831-2892 or by email at: Richard.C.Brackett@usace.army.mil
4. **Site Visit** – The site visit will be held on January 8, 2025 at 10:00 AM Eastern. The site visit meeting location will be at 84 Westminster Rd. Princeton, MA, as the main access to the mountain is presently closed and this alternative route will be used for the site visit.

Please note - site visits outside of these specific dates and times are not permitted unless additional site visit dates/times are publicized in an amendment. All questions during site visits will be sent to the Contract Specialist as indicated in the Instructions to Vendors and responses will be provided in an amendment. Information incorporated into the solicitation via amendment will become binding.

5. **Schedule** – Contractor shall commence work on site within 45 days after contract award, prosecute work diligently, and complete all work no later than ~~60 days~~ **120 days** after contract award. All pre-construction submittals shall be submitted within 21 days of contract award. The Government reserves up to 7 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 7 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-construction submittals.** Work shall be performed Monday through Friday 7:30 AM to 4:00 PM unless otherwise approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays.

The Mount Wachusett Reservation main access gates close for the winter ski season and reopen in the spring. There is an alternate access gate located at 84 Westminster Rd. Princeton, MA which the Technical Point of Contact can grant access with advanced notification. This road is not maintained in the winter by the Massachusetts Department of Conservation and Recreation. Any snow will have to be removed from the access road before the Contractor may attempt travel to the top of the mountain. The Government will coordinate the snow removal and access with 7 days prior notification of the Contractor's intent to work on the tower.

6. **Safety – General:** All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable Occupational Safety Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or electronically at Headquarters USACE website under publications using the following link: <https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20EFFECTIVE%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.

a. **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 Technical Point of Contact upon request.

b. 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

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

The Contractor shall employ a minimum of one person to function as a Level 2, SSHO. A Level 2 SSHO is a designated employee with collateral duty safety and occupational health (SOH) responsibilities that meets the requirements of EM 385-1-1, Chapter 2-3. b and 2-4. b.

Level 2 SSHOs must possess:

- i. OSHA 30-hour general industry or construction safety training (or equivalent).
- ii. 24 hours of documented SOH-related competency training.
- iii. 3 years of related, cumulative safety experience within the last ten years.

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

d. 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.

e. Additional Personnel Requirements:

Other Competent or Qualified Persons 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.

f. Accident Reporting:

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

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

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

g. Employee Exposure Data:

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

7. **Fall Protection**

- a. General: The requirements of this section are applicable to contractors when their employees are working at heights above 6 feet, exposed to fall hazards, and/or using fall protection equipment. Every Contractor is responsible for establishing, implementing, and managing a fall protection program in accordance with EM 385-1-1, Chapter 21.

- b. Submittals: A site-specific **Fall Protection and Prevention Plan** is required to be submitted and approved by the Technical Point of Contact (TPOC) prior to any work being completed at heights. USACE will provide a non-mandatory, fillable template plan. However, the contractor is permitted to submit their own plan, at a minimum it must address the items listed in EM 385-1-1, Chapter 21-7:

i. General

- 1) Detailed description of the activity being performed;
- 2) Description of anticipated hazards and fall hazard prevention and control;
- 3) Assignment of personnel and their duties and responsibilities;
- 4) Inspection and oversight methods to insure adherence to the plan;
- 5) Describe maintenance and storage of fall protection equipment;

ii. Rescue Plan

- 1) Methods for rescue;
- 2) Identify, select, and document anchorages for rescue;
- 3) Rescue equipment;
- 4) Identify safety spotters;

NOTE: It is realized that a means of fall protection for the first-person establishing anchorages can be difficult. In this situation, fall protection may not be required while the individual is installing the initial anchorage point. Once this is installed, fall protection is required. These activities need to be addressed in the Activity Hazard Analysis (AHA) and Fall Protection and Prevention Plan.

- c. Competent Person (CP): The person designated in writing by the employer to be responsible for immediate supervising, implementing, and monitoring of the fall protection program, who through training, knowledge and experience in fall protection and rescue systems and equipment, is capable of identifying, evaluating, and addressing

existing and potential fall hazards and, who has the authority to take prompt corrective measures with regard to such hazards. The CP shall:

- i. Be onsite at all times while work at height is being performed;
 - ii. **Be trained in accordance with EM 385-1-1, Section 21-3. c, to include a minimum of 24-hour CP in fall protection training made up of classroom and practical hands-on components.**
 - iii. Prepare, update, review and approve fall protection and prevention plans;
 - iv. Review procedures as workplace activities change to determine if additional practices, procedures, or training need to be implemented;
 - v. Supervise the selection, installation, use and inspection of non-certified anchorages;
 - vi. Verify End Users who work at heights are trained and authorized to do so;
 - vii. Inspect fall protection equipment at the frequency required by the manufacturer and EM 385-1-1.
- d. **Qualified Person (QP):** A person with a recognized degree, or professional certificate, with extensive knowledge, training and experience in the fall protection and rescue field who is capable of designing, analyzing, evaluating, and specifying fall protection and rescue systems. The QP shall:
- i. Be trained to the applicable level, as described in EM 385-1-1, Chapter 21-3. b;
 - ii. Provide technical support for the fall protection program;
 - iii. Have advanced understanding and knowledge of the requirements, equipment, systems, physical sciences, and engineering principles that affect fall protection and rescue systems;
 - iv. Supervise the design, selection, installation and inspection of certified anchorages and horizontal lifelines;
 - v. Be qualified to select proper fall protection and rescue equipment;
- NOTE: CPs may only approve non-certified anchorages that are capable of holding 5000 lbs. All other anchorages and horizontal lifelines must be certified by a QP.
- e. **End User:** A person who has been trained and authorized by the employer on the use of assigned fall protection equipment in a typical fall hazard situation. They must have an understanding of workplace activities and follow the policy, procedures, and instructions of the Competent Person regarding the use of fall protection, rescue systems, and related equipment. They shall:
- i. Be trained by a CP in accordance with EM 385-1-1, Chapter 21-3. d, to include hands-on training and practical demonstrations;
 - ii. Bring all unsafe or hazardous conditions or actions that may cause injury to them or others, to the attention of the CP;
 - iii. Properly use, inspect, maintain, store and care for their fall protection equipment and systems;
 - iv. Inspect all fall protection equipment for damage or defects, prior to each use.

- v. Understand the nature of fall hazards in the work area and how to properly mitigate them;
 - vi. Calculate free fall distances and clearance requirements of fall protection systems;
 - vii. Understand the site-specific rescue procedures;
- f. **Personal Fall Arrest System Requirements (PFAS):** All PFAS shall meet the requirements contained in ANSI Z359, Fall Protection Code, to include fall restrain and positioning systems. A PFAS consist of a full body harness, connecting means, and an anchorage system. General this equipment is certified for users within the capacity range of 130 to 310 lbs., including the weight of the worker, equipment, and tools. A CP shall inspect the equipment at least once semi-annually and whenever the equipment is subject to a fall or impact.
- i. Full body harnesses shall meet the requirements of ANSI Z359 and be used in accordance with EM 385-1-1, Section 21-8. c. Body belts and full body harnesses meeting only the requirements of the ANSI A10.14 shall not be used. Equipment manufactured to ANSI/ASSP Z359.1 prior to 2007 is not permitted on USACE project sites. All full body harnesses shall be equipped with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance.
 - ii. All energy absorbing lanyards shall meet the requirements of ANSI Z359.13 and be used in accordance with EM 385-1-1, Chapter 21-8. c. (4).

NOTE: When an anchor point is below the dorsal D-ring, a free fall (FF) distance greater than 6 ft (1.8 m) is created. For these situations, a 12 ft. (3.6 m) FF energy absorbing lanyard shall be used in accordance with manufacturer's instructions and recommendations. A 12 ft (3.6 m) FF energy absorbing lanyard does not refer to the lanyard length. Instead, it refers to an FF that is greater than 6 ft. (1.8 m) up to 12 ft. which is created by the anchor point being located below the dorsal D-ring. The maximum length of the lanyard used shall not exceed 6 ft. (See EM 385-1-1, Chapter 21-8. c.(4)(f))

Self-Retracting Devices (SRDs) shall meet the requirements of the ANSI/ASSE Z359.14 standard and be used in accordance with EM 385-1-1, Chapter 21-8. c. (5)

All scaffolding, aerial work platforms, scissor lifts, or similar must be used in accordance with EM 385-1-1, Chapter 22.

8. **Cranes/Load Handling Equipment (LHE) Requirements:(If Applicable)**

- a. **General:**
All load handling equipment (LHE) operations are required to be completed in accordance with EM 385-1-1, Chapter 16. The requirements apply to all LHE with a hoisting or lifting capacity over 2,000 lbs. (907.2 kg). LHE includes cranes, derricks, hoists, and power-operated equipment (excavators, forklifts, rough terrain equipment) when used with rigging that can raise, lower, and horizontally move a suspended load.

b. Operator Requirements:

Only properly trained, certified, and qualified personnel that are designated in writing by the employer may operate LHE. Prior to designating any LHE operator, the employer must obtain the intended operational functions and proof of qualifications for the operator in accordance with EM 385-1-1, Chapter 16-3.

- i. Certification: Crane operators must be trained, tested, and certified by a nationally accredited testing organization. The training must address applicable ASME B30 requirements and include a successful completion of written and practical/operational examinations.
- ii. Physical Qualifications/Examination: Class I operators must receive a physical exam, at a minimum of every three years, meeting the requirements of the ASME B30.5.
- iii. Designation: The employer is responsible for designating operators and verifying all their required documents are completed in accordance with the applicable requirements.

c. Signal Person Requirements:

Signal Persons shall meet the minimum qualifications and requirements of EM 385-1-1, Chapter 16-3. i.

d. Qualified Rigger Requirements:

Qualified riggers shall meet the minimum qualifications and requirements of EM 385-1-1, Chapter 15-3 and 15-4.

e. Minimum Plan Requirements:

A lift plan is required to be submitted and accepted by the Technical Point of Contact prior to any lifting operations. Non-mandatory, lift plan templates are available for use. However, Contractors are permitted to submit their own lift plans, in accordance with EM 385-1-1, Chapter 16-7.

- i. ENG Form 6203, Crane Standard Lift Plan (SLP):
https://www.publications.usace.army.mil/LinkClick.aspx?fileticket=qZwLLyJg_bA%3d&tabid=16438&portalid=76&mid=43543
- ii. ENG Form 6213, Load-Handling Equipment Crane Operation Critical Lift Plan (CLP):
<https://www.publications.usace.army.mil/LinkClick.aspx?fileticket=cdmeulZKLQI%3d&tabid=16438&portalid=76&mid=43543>

f. Operational Testing:

A QP must conduct operational tests, in accordance with EM 385-1-1, Chapter 16-8. s, the applicable ANSI/ASME standard, and the manufacturer's instructions.

g. Mandatory Form(s):

ENG Form 6209, Certificate of Compliance (CoC) for Load Handling Equipment (LHE) and Rigging:

<https://www.publications.usace.army.mil/LinkClick.aspx?fileticket=kzvU4YyG1yU%3d&tabid=16438&portalid=76&mid=43543>

9. **Pre-Construction Conference** – Prior to the start of any work, the Technical Point of Contact will schedule and conduct a “Pre-Construction Conference”. The Contractor’s Project Manager and Quality Control Personnel will be physically present to attend 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 Technical Point of Contact 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-Construction Conference the contractor shall provide to the name of the project manager and quality control personnel with telephone numbers for project coordination.

The following is a general list of items for discussion during this Preconstruction Conference:

- a. Authority of the Technical Point of Contact and Quality Assurance Inspectors
 - b. Contractor’s Safety Program (including sub-contractors)
 - c. Accident Prevention Plan, Activity Hazard Analysis
 - d. Fall Protection Plan
 - e. Crane Lift Plan (If Applicable)
 - f. Safety Meetings (Documented on NED Form 251)
 - g. Accident Reporting (ENG Form 3394)
 - h. Safety Data Sheet (SDS) requirements
 - i. Correspondence, Communication and Administrative Procedures
 - j. Invoice and payment.
10. **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.
11. **Security** – The Contractor will comply with all established security policies at Barre Falls Dam and Mount Wachusett. 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 work. The Contractor shall be given at least 24-hour notice of any such closure. If keys are issued for access to areas, keys shall be returned upon request of the Technical Point of Contact, or before final payment is made.

12. Contractor's Personnel

- a. Minimum Personnel Requirements: The Contractor shall provide an adequate number of fully qualified personnel to perform the specified work 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.
- b. Employee Conduct: The Contractor shall be responsible for seeing that the firm's employees strictly comply with all CFR 36 Rules and Regulations, 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 Technical Point of Contact may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the Technical Point of Contact, is incompetent, who 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.

- 13. Payment** – Payment shall be made on a per job basis. After final inspection and acceptance by the Government, the Contractor must submit an invoice to the Technical Point of Contact. The invoice shall include the invoice date, contract number, dates of work, description of work, quantities, process, and total amount due per line item. For jobs greater than 30 days the contractor may request multiple payments.

All invoices may be emailed to Richard.C.Brickett@usace.army.mil

Or mailed to:

U.S. Army Corps of Engineers
Barre Falls Dam
PO Box 519
Hubbardston, MA 01452

II. Technical Requirements:**Part 1 General:**

1. **Summary** – Furnish all labor, materials, and equipment to repair the tower on Mount Wachusett in Princeton, MA. The Contractor will remove the lightning protection, beacon

light, antenna stabilizer, associated wiring, and the damaged top section of the ninety-foot (90') USACE tower. The Contractor will be responsible for collecting the measurements to correctly replace in kind the top ten-foot (10') section of the tower. After replacement, the Contractor will then reinstall lightning protection, antenna stabilizer, and associated wiring. The Contractor will replace the incandescent beacon light with new LED beacon light on the top section of the tower. Except for the new LED beacon light and the Photocell, any ancillary equipment shall be mounted within the generator room of the building. Ancillary equipment shall be considered power supplies, power converters, or another other equipment that will add unnecessary weight to the tower structure itself.

2. **Existing Conditions** – The existing radio tower stands ninety feet (90') tall. There are nine (9), ten-foot sections of the triangular, self-supporting tower, the original manufacturer of the tower is unknown. Section 9, the top-most section, is the section that is damaged and requires replacement (See Informational Photos Figure 1). Secured to the top of Section 9 is a Hughey & Phillips incandescent beacon light. There are seven (7) antennas attached to the tower at various heights. The highest antenna stabilizer attachment may also be preventing the broken area of Section 9 from falling to the ground (See Informational Photos Figure 1).

The Mount Wachusett Reservation main access gates close for the winter ski season and reopen in the spring. There is an alternate access gate located at 84 Westminster Rd. Princeton, MA which the Technical Point of Contact can grant access with advanced notification. This road is not maintained in the winter by the Massachusetts Department of Conservation and Recreation. Any snow will have to be removed from the access road before the Contractor may attempt travel to the top of the mountain. The Government will coordinate the snow removal and access with 7 days prior notification of the Contractor's intent to work on the tower.

3. **Clean Up and Waste Disposal** – The Contractor shall keep the work area free from accumulation of waste materials. All disturbed areas resulting from Contractor activities shall be restored by the Contractor to the satisfaction of the Technical Point of Contact.
4. **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 daily. No burning is permissible. Water, air, and land resources shall not be adversely impacted during the work. Contractor will take necessary steps to ensure all Federal, State, and local environmental regulatory requirements are met.
5. **Sustainability** – EPA Designated: Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials and recommends practices for buying these products. Any designated product that is being offered or supplied under this contract shall meet the minimum recommended content levels as identified under the CPG program. Visit <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> for a complete list of designated products and the associated recommended contents levels. Offerors must be able to demonstrate that each offered products meets minimum content levels upon request.

Bio-based: The United States Department of Agriculture (USDA) designates certain bio-based products for federal procurement and specifies minimum bio-based content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum bio-based content level. Visit the BioPreferred web site <https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for the complete list of designated products and the associated minimum bio-based content level requirements.

6. **Personal Protective Equipment** – It is the Contractor's responsibility to furnish and supply personnel with the proper personal protective equipment and fall protection necessary for completing the work.
7. **Government Resources** –The Contractor shall supply his own means of electricity, water, and communication (telephone). The Contractor may have a portable toilet delivered and placed near the work site, which may be secured by the Contractor when not on site.
8. **Damage to Government and Private Property** – The Contractor shall be responsible for restoring and Government facilities or structures damaged as a result of the firm's operation. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm's operation. The Contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the firm's operation.
9. **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.
10. **Quality Assurance** – The Contractor is responsible for the quality control of the contract work. The Government has the right to inspect and test all items called for by the contract, to the extent practicable always and at all places during the term of the contract.
11. **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.
12. **Receiving and Storing Materials** – The US Army Corps of Engineers will provide a storage area and parking for Contractor personnel. The Contractor is responsible for protecting any stored material until it is placed in. The Contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive material for supplies for the Contractor and will not be responsible for damage to the Contractor's equipment or materials.

13. **Requests for information** – After contract award, requests concerning the work of this project should be directed to the Technical Point of Contact.
14. **Submittals** – Although the Government reviews submissions required by this Statement of Work, it is emphasized that the Contractor's work must be completed using proper internal controls and review procedures. The Government reserves up to 7 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 7 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 Technical Point of Contact for review and must be accepted by the Government.

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

- a. Pre-Construction Submittals: Submitted and accepted within 21 days after contract award.
- i. ENG Form 6293, (Accident Prevention Plan Worksheet)
 - ii. Activity Hazard Analysis (AHA)
 - iii. OSHA 30-hour general industry or construction safety training (or equivalent).
 - iv. 24 hours of documented SOH-related competency training
 - v. ENG Form 6282 (Site Safety and Health Officer Designation Letter)
 - vi. Appropriate licenses and certifications
 - vii. First Aid/CPR Certification
 - viii. Fall Protection Plan
 - ix. Crane Standard Lift Plan Form 6203 or Critical Lift Plan Form 6213 (If Applicable)

Part 2 Products

1. All hardware used to reinstall the antenna stabilizer, lightning protection, and the replacement LED beacon light shall be new, unused and to the satisfaction of the Technical Point of Contact. Products shall be approved by the Technical Point of Contact prior to installation.
2. Top tower section will be replaced in-kind.
 - a. Tower is a self-supporting triangular style tower.
 - b. Tower section to be replaced would be section 9 measuring 10' in height (See Informational Photos Figure 1).
 - c. Tower base measurement is approximately 7' on a side (See Informational Photos Figure 4).
 - d. Tower section shall be manufactured of like material, paint scheme, and installation hardware.

3. LED Beacon Light and accompanying Equipment will adhere to **U.S. Department of Transportation Federal Aviation Administration Advisory Circular No. 70/7460-1M.**
 - a. The New Beacon Light will be LED.
 - i. Medium Intensity White Flashing in Day Mode and automatic reducing intensity Red Flashing for Night Mode (as noted in Circular No. 70/7460-1M above).
 - ii. The replacement LED beacon light will not weight more than the current Hughey & Phillips incandescent beacon light.

Part 3 Execution

1. Removal:

Remove existing antenna stabilizer, lightning protection, wiring, and beacon light and damaged top section of the tower.

2. Installation/Replacement:

- a. Install new section 9 of the tower.
- b. Install new LED beacon light to the top of Section 9 of the tower.
- c. Secure all wiring throughout the repair process.
- d. Reinstall antenna stabilizer and lightning protection which were connected to the broken Section 9.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.223-4

Recovered Material Certification

MAY 2008

The following have been modified:

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **21** calendar days after the date the Contractor receives the notice to proceed (contract award shall be considered notice to proceed if less than the bonding threshold), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **60 120 days** from notice to proceed (contract award shall be considered notice to proceed if less than the bonding threshold). The time stated for completion shall include final cleanup of the premises.

(End of clause)

(End of Summary of Changes)