

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE _____ OF _____ PAGES

2. AMENDMENT/MODIFICATION NUMBER _____	3. EFFECTIVE DATE _____	4. REQUISITION/PURCHASE REQUISITION NUMBER _____	5. PROJECT NUMBER <i>(If applicable)</i> _____
6. ISSUED BY _____ CODE _____	7. ADMINISTERED BY <i>(If other than Item 6)</i> _____ CODE _____		

8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NUMBER _____
	<input type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i> _____
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER _____
		10B. DATED <i>(SEE ITEM 13)</i> _____
CODE _____ FACILITY CODE _____		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers 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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not 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.)*

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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		 <i>(Signature of Contracting Officer)</i>	

Previous edition unusable

SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Solicitation/Contract Form Continuation

The following changes have been made:

INFORMATION	FROM	TO
Response Due Date	04 Dec 2025	08 Dec 2025

Miscellaneous text in this section has been added to:

REQUEST FOR INFORMATION

QUESTION 1: Can you please clarify if the sand/dirt pile to the left of the woody debris at the stump dump site is part of what should be removed? Or is it just the woody debris?

RESPONSE 1: No, the sand/dirt pile does not need to be removed. Only the woody debris piles are required to be removed.

Continuation of Description

Miscellaneous text in this section has been modified to:

INSTRUCTION TO VENDORS:

VENDORS SUBMITTING A QUOTE IN RESPONSE TO A SOLICITATION ARE RESPONSIBLE FOR ADHERING TO ALL INSTRUCTIONS AND TERMS AND CONDITIONS INCLUDED IN THE SOLICITATION. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE.

INFORMATION:

This is a Request for Quotations (RFQ) in accordance with Federal Acquisition Regulation (FAR) Parts 12 and 13.

Potential vendors are notified that the basis on which award will be made is price alone.

All responsible sources may submit a quote which, if timely received, must be considered by the Agency.

The Government may request that a vendor respond to a Quote Verification after the solicitation closes, but prior to award. The vendor shall respond in sufficient detail to all questions or statements no later than the response date and time listed in the correspondence. Failure to do so may result in quotes being deemed non-responsive and removed from consideration. The Government is under no obligation to provide extensions for responses.

Previous contract was awarded to: **N/A**

Previous contract awarded amount: **N/A**

Interested vendors are advised that scope may differ from previous contract.

No additional information on previous contracts will be provided.

QUESTIONS REGARDING SOLICITATIONS:

Questions regarding the solicitation shall be directed to the Contract Specialist:

Name: Alicia LaCrosse

Phone: 978-318-8902

Email: Alicia.N.LaCrosse@usace.army.mil

Technical Points of Contact shall not provide responses to interested vendors.

QUOTE SUBMISSION:

Quotes shall be submitted via email to the Contract Specialist listed above no later than the closing date and time identified in the solicitation or subsequent amendments.

The Government is under no obligation to consider any quote received after the solicitation closing date or time.

BID SCHEDULES:

If a Bid Schedule is included in the solicitation, vendors shall complete the bid schedule in its entirety (all tasks, all years).

Vendors shall enter \$0.00 on Bid Schedules in which items are Not Separately Priced. Blank entries will not be considered and will result in quotes being deemed non-responsive.

Failure to complete the Bid Schedule in its entirety and return same with a quote will result in quotes being deemed non-responsive.

SITE VISITS:

If dates/times for site visits are included in the solicitation, then interested vendors will be permitted to visit the site during those dates/times. No other dates/times will be permitted for site visits.

If no dates/times for site visits are included in the solicitation, then interested vendors shall contact the Technical Point of Contact as identified in the solicitation to schedule a site visit.

No site visits will be permitted AFTER a solicitation closes.

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATIONS:

In accordance with FAR Clause 52.204-7:

Vendors are **REQUIRED** to be registered in SAM when submitting a quotation and shall continue to be registered until time of award, during performance, and through final payment.

"Registered" in SAM means that the Government has marked the record "Active".

The Government will deem quotes non-responsive from vendors that do not have an active SAM at the time of quote submission or by date/time of solicitation closing.

Provide Unique Entity Identifier (UEI): _____

Provide CAGE code: _____

SUBMITTALS:

Submittals (Accident Prevention Plan, Activity Hazard Analyses, Products, etc.) and Certifications /Licenses (10-hour OSHA, 30-hour OSHA, Competent Person in Fall Protection, Electrician's License, etc.) that are specified in the scope as required by this solicitation are not to be submitted with a quote. The awarded Contractor will be required to provide all submittals and certifications within the time stated in the solicitation and resultant contract. Failure to do so may result in termination.

SECURITY REQUIREMENTS:

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (eg., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures -this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clauses of this contract, should FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

PERFORMANCE WORK STATEMENT (REVISED):

DEBRIS REMOVAL - STUMP DUMP AND HORSE SHED AREAS

U.S. ARMY CORPS OF ENGINEERS

HOPKINTON-EVERRET LAKES

HOPKINTON, NH

PERFORMANCE WORK STATEMENT

I. General:

1. Scope - Provide all transportation, equipment, labor, and job planning to remove the debris located at the Stump Dump area and the Horse Shed area at Hopkinton-Everett Lakes, Hopkinton, NH. The Stump Dump area is approximately .5 acres. The Horse Shed area is approximately .25 acres (See Informational Map 1). All designated debris shall be removed from the Stump Dump and Horse Shed areas and properly disposed of off Government property according to Federal, State, and local regulations. Chipping or mulching of debris in place shall not be permitted unless all chips/mulch is transported off site for proper disposal. The work area is located off of NH Route 127 in Hopkinton, 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 Performance Work Statement.

2. Location(s) - The Hopkinton Dam and Project Office are located at 2097 Maple Street, Hopkinton, NH 03229. The Stump Dump area is about .25 miles west of the dam on NH Route 127 in Hopkinton, NH. The Horse Shed area is located behind the Project Office.

3. Site Visit - Contact the Technical Point of Contact (TPOC) to arrange a site visit. The TPOC, Park Ranger ~~Daniel Orlando~~ ~~Samantha Schupp~~, can be reached at (603)-782-1141 ~~96~~ or ~~Daniel.N.Orlando~~ ~~Samantha.N.Schupp~~@usace.army.mil. A site visit is strongly recommended to gauge the full scope of work and debris amount to provide an accurate quote.

4. Schedule - The period of performance will be from Contract Award until May 15, 2026. 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 Performance Work Statement, 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
- 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 Hopkinton 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 Hopkinton 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

Hopkinton Dam

2097 Maple Street

Hopkinton NH 03229

Or emailed to: ~~Daniel.N.Orlando~~-Samantha.N.Schupp@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 Stump Dump area and the Horse Shed area. The Stump Dump area is approximately .5 acres. The Horse Shed area is approximately .25 acres (See Informational Map 1). All designated debris shall be removed from the Stump Dump and Horse Shed areas and properly disposed of off Government property according to Federal, State, and local regulations. Chipping or mulching of debris in place shall not be permitted unless all chips/mulch is transported off site for proper disposal. The project area is located off of NH Route 127 in Hopkinton, NH. All work shall be completed in accordance with the following Performance Work Statement.

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 Performance Work Statement.

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 provide gate access to the work location(s). The Government will not supply any electricity. The Contractor shall supply his own means of

communication (telephone). There are no restrooms or access to potable water at the contract site. The Contractor is responsible for providing these resources or have an acceptable alternative plan for the resources.

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(s).

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 and make deductions accordingly for work not corrected with the time permitted.

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 an outdoor 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 equipment and 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 Stump Dump area and the Horse Shed area. The Stump Dump area is approximately .5 acres. The Horse Shed area is approximately .25 acres (See Informational Map 1). All designated debris shall be removed from the Stump Dump and Horse Shed areas and properly disposed of off Government property according to Federal, State, and local regulations. Chipping or mulching of debris in place shall not be permitted unless all chips/mulch is transported off site for proper disposal. The project area is located off of NH Route 127 in Hopkinton, NH. All work shall be completed in accordance with the following Performance Work Statement.

2. Service Definition:

a. One service is defined as a single completion of all requirements for each task as described in Section 4, Service Tasks below.

b. The Contractor shall only be paid for work fully completed. If a partial service is rendered, payment will be adjusted according to percent of area completed. Partial service is defined as completing anything other than all tasks for designated locations as identified in Part 5, Service Location(s), and Task Requirements.

3. Debris Definition: For the purpose of this contract, debris will be considered to be in one of three categories and shall be sorted as follows:

a. Woody Debris: Woody Debris is 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. Plant Based Debris: Fine debris that includes pine needles, leaves, plant clippings. All material in this category is material that can be composted.

c. 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.

4. Service Task(s):

a. Debris Removal:

- i. The Contractor shall remove collected debris, as defined above, from the entire designated work area.
- ii. It is the Contractor's responsibility to sort the debris into whatever piles or methods required to properly dispose of the debris.
- iii. It is the Contractor's responsibility to separate any non-woody debris and dispose of it properly off of Government property in compliance with and Federal, State or local regulations.
- iv. Any chips or mulch resulting from chipping or grinding the debris onsite must be collected and removed from the site.
- v. Debris from the work area shall not be cast over the bank or into the surrounding forest near the work site.
- vi. Any ruts, gouges, etc. to the ground and road surface in the work area shall be repaired and graded smooth by the Contractor.
- vii. The finished product of the debris removal shall result in a clear ground/earth area that is smooth and free of collected debris remnants.

Part 5 Service Location(s), and Task Requirements:

1. ITEM NO. 1 - Hopkinton Dam Stump Dump Area -Debris Removal

a. Access: The Stump Dump debris area is located directly off Route 127 just west of the Hopkinton Dam embankment. (See Informational Map 1). The Hopkinton Dam is located at 2097 Maple Street Hopkinton NH, 03229. The work area shall be accessible during operation hours for Contractor work.

b. Site Information:

- i. The red shaded area shown on Informational Map 1 is the area where the debris has been piled.
- ii. The access road to the Stump Dump debris area is a small, single lane, winding, gravel road approx. 250 feet long.
- iii. The ground surface near the debris piles is slightly sloping and does have an exposed rock in an area that is a common turning point and could potentially cause unbalanced turning or loading while working in this area.
- iv. Seasonal vegetation (grasses, goldenrod, ferns, Japanese Knotweed, 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.
- v. The large debris pile contains larger woody debris, some plant-based "finer" debris, as well as some non-woody debris.
- vi. See Informational Photos 1 through 4.

c. Required Task(s):

i. Debris Removal - complete debris removal from the designated area.

2. ITEM NO. 2 - Hopkinton Dam Horse Shed Area -Debris Removal

a. Access: The Horse Shed debris area is located behind the Hopkinton Dam office just east of the Hopkinton Dam embankment. (See Informational Map 1). The Hopkinton Dam is located at 2097 Maple Street Hopkinton NH, 03229. The work area shall be accessible during operation hours for Contractor work.

b. Site Information:

i. The blue shaded area shown on Informational Map 1 is the area where the debris has been piled.

ii. The access road to the Horse Shed debris area is a small gravel road approx. 1000 feet long.

iii. The ground surface near the debris piles is flat but may have varying levels of compaction as some stumps have been dug out of the area.

iv. 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.

v. The debris pile contains larger woody debris, some plant-based "finer" debris, as well as some non-woody debris.

vi. See Informational Photos 5 through 7.

c. Required Task(s):

i. Debris Removal - complete debris removal from the designated area.

ATTACHMENTS:

PLEASE SEE ATTACHMENTS INCLUDED SEPARATELY FOR ADDITIONAL INFORMATION.

WAGE DETERMINATIONS:

The Wage Determination for this project can be found at:

<https://sam.gov/wage-determination/2015-4023/32>

Wage Determination No.: 2015-4023

Revision No.: 32

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