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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 16 |
| 2. AMENDMENT/MODIFICATION NO. 0003 | 3. EFFECTIVE DATE 01-Sep-2020 | 4. REQUISITION/PURCHASE REQ. NO. W13G86022382610001 | | 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) | | X | 9A. AMENDMENT OF SOLICITATION NO. W912WJ20Q0142 | |
| | | X | 9B. DATED (SEE ITEM 11) 20-Aug-2020 | |
| | | | 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 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.) The purpose of this amendment is to answer technical questions and revise the Statement of Work. Questions six (6) to fifteen (15) are applicable to this amendment. Closing remains 8 September, 2020 at 5:00PM, 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) SHEILA M WINSTON VINCUILLA / CHIEF, CONTRACTING DIVISION TEL: 978-318-8159 EMAIL: Sheila.M.Winston@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 01-Sep-2020 | |

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:

STATEMENT OF WORK

Repair and Repainting of Littleville Storage Barn

U.S. ARMY CORPS OF ENGINEERS

Littleville Dam

Huntington, Massachusetts

Statement of Work

I. General:

- 1. Scope** – Furnish all labor, materials and equipment necessary to remove and replace rotten, damaged, or unnecessary wooden boards, **repair or replace flashing around garage door and paint white**, build trim around windows and doors that don't have any and paint white to match existing door, remove any loose paint, apply primer to exposed wood, or best practice, and re-paint approximately 760 square feet of exterior wooden surfaces including side panels, **and trim, vents,** and corners of building. The work is located at Littleville Dam. ~~Work will only be conducted on areas that were previously painted.~~ The existing paint in some areas is chipping or peeling and all paint is expected to be removed and repainted. Only the exterior of the building is expected to be painted. The Contractor must be dispose of existing paint in accordance with all federal and state laws and regulations.
- 2. Location** – The project is located at 79 Littleville Road, Huntington, MA. The main office is located at 32 Goss Hill Road, Huntington, MA.
- 3. Site Visit** – Contact the Technical Point of Contact to arrange a site visit. The Technical Point of Contact for the project is Park Ranger, Lydia Graham (978-318-8302 or Lydia.F.Graham@usace.army.mil).
- 4. Schedule** – The work shall be completed no later than 120 days from the contract award date. Work shall be performed Monday through Friday 7:00 AM to 3:30 PM unless otherwise approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays.
- 5. Safety Requirements** – All work shall be conducted in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable 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:

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.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:

The Contractor shall prepare an Accident Prevention Plan (APP) specific to the activities being performed. It shall include Activity Hazard Analyses (AHAs) as described below. A non-mandatory, fillable APP template is available upon request. However, the contractor is permitted to submit their own plan, at a minimum it must meet the requirements of EM 385-1-1, Appendix A, Section K.

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 their 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.

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

COVID 19: Procedures shall be documented in the Abbreviated Accident Prevention Plan and in the appropriate AHA's to address site specific COVID-19 monitoring procedure which address at the minimum, the following items:

- Contractor shall provide employees with and require them to use all required COVID-19 related PPE in accordance with CDC and state guidelines.
- Procedures shall be in place for periodic sanitation inspections and disinfecting of project sites and work areas in accordance with CDC guidelines.
- Site specific procedures shall be in place to practice and promote appropriate social distancing while on site, when such procedure are practical.
- Employees shall be trained in signs, symptoms and protection measures in accordance with CDC guidelines.

b. Activity Hazard Analysis (AHA):

An AHA shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

c. Emergency Response:

Emergency procedures shall be documented in the Accident Prevention Plan and will include a map with directions to the nearest hospital, emergency contact numbers, and onsite First Aid/CPR responders.

d. Required Personnel:

The Contractor shall employ a minimum of one Competent Person (CP) at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO shall be present at the project site and report to the contractor's upper management. The SSHO is required to have related construction experience and have at a minimum completed a 10 Hour OSHA training.

In addition, when emergency medical services are not accessible within five (5) minutes of the work location and there are two (2) or more workers onsite, at least two (2) employees shall have (in-person) training in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

Note: Other Competent or Qualified Persons may be required per EM 385-1-1 and/or other sections of this Statement of Work, based on the characteristics of the project

e. Accident Reporting:

All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, shall be verbally reported to the TPOC within four (4) hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the TPOC. ENG Form 3394 shall be completed and submitted to the TPOC within five (5) working days of the incident.

The Contractor shall compile employee work hours (including subcontractors) and forward the total hours to the TPOC no later than close of business on the 10th calendar day of the following month. The method of transmission by the prime contractor to the TPOC shall be electronically.

6. Specific Safety Section-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, Section 21.
- b. Submittals:** A site-specific **Fall Protection and Prevention Plan** is required to be submitted to the TPOC for review and approval 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, Section 21.D.01:

- i. Duties and responsibilities. Identify CPs and QPs and their responsibilities and qualifications;
 - ii. Description of the project or task performed;
 - iii. Training requirements to include safe use of fall protection equipment;
 - iv. Anticipated hazards and fall hazard prevention and control;
 - v. Location of anticipated anchorages that will be installed during the project;
 - vi. Rescue plan and procedures;
 - vii. Design of anchorages/fall arrest and horizontal lifeline systems;
 - viii. Inspection, maintenance and storage of fall protection equipment;
 - ix. Incident investigation procedures;
 - x. Evaluation of program effectiveness;
 - xi. Inspection and oversight methods employed
- c. **NOTE:** It is realized that 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 AHA and Fall Protection and Prevention Plan.
- d. **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.C.04, 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 plan;
 - 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.
- e. **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, Section 21.C.03;
 - 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

- f. **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, Section 21.C.05, 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 or 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;
- g. **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.I.06. Body belts and full body harnesses meeting only the requirements of the ANSI A10.14 shall not be used. 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 free fall energy absorbing lanyards shall meet the requirements of ANSI Z359.13 and be used in accordance with EM 385-1-1, Section 21.I.07.

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. A(3.6 m) FF energy absorbing lanyard does not refer to the lanyard length. Instead it refers to a 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 Figure 21-4 in the EM 385-1-1.

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, Section 21.I.07.d

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

- 7. 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 attend this meeting. 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 the name of the project superintendent with a telephone number for project coordination.

*Due to COVID-19, in place of an in-person meeting, a conference phone call with all required parties is acceptable and preferred by the TPOC at this time.

The following is a general list of items for discussion during this Pre-Construction 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.** Accident Reporting (ENG Form 3394)
- v.** Fall Protection Plan IAW EM 385-1-1, Section 21
- vi.** Safety Data Sheet (SDS) requirements
- vii.** Contractor's Equipment
- viii.** Correspondence, Communication, Security and Administrative Procedures.
- ix.** Invoice and payment.

8. **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.
9. **Security** – The contractor will comply with all established security policies at Littleville 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.
10. **Contractor Conduct** – Alcohol and firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.
11. **Payment** – After final inspection and acceptance by the Government, the Contractor must submit a formal invoice to the Technical Point of Contact. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, process, 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. For jobs greater than 30 days the contractor may request multiple payments.

All invoices may be mailed to
U.S. Army Corps of Engineers
ATTN: Lydia Graham
49 Knightville Dam Road
Huntington, MA 01050

Or Emailed Lydia.F.Graham@usace.army.mil

II. Technical Requirements:

Part 1 General:

1. **Summary** – Furnish all materials, equipment and labor to remove and replace any rotten, damaged, or unnecessary boards, build, **and/or replace or repair** trim around windows, doors, **and garage door flashing, ~~that don't have any~~** and paint white to match existing door, remove existing paint where peeling off, apply primer where needed, and re-paint exterior wood surfaces, **including the vents**, of the Littleville Dam storage barn. **The corners of the storage barn are to be painted white to match the original paint style of the building. The old door as seen in Image 3, on the western facing side of the storage barn, is to be painted red to match the siding.** This shall be done in accordance with the product manufacturer's recommendations and to the satisfaction of the Technical Point of Contact, **using best practice(s) to achieve the desired results.** All products used shall be suited for their intended purpose. Upon completion of work, all painted surfaces shall be uniform in color and texture with none of the old surface showing through. The color and paint shall match the existing

new wooden door that has been installed on the storage barn (red with white trim - "Brilliant Red"). Edges of painted areas shall be neatly defined along straight lines, and adjacent surfaces shall be protected from new paint application. The Contractor shall prevent any chemicals, paint, or debris from falling onto surrounding equipment or other areas.

***Please note, the contractor is not responsible for replacing existing siding that appears to be patched and not uniform. Contractor shall only replace or repair siding that is rotten, or has holes in it.**

2. Submittals – Although the Government technically 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 documents identified below must be prepared in accordance with the applicable standards, submitted to the Technical Point of Contact for review and accepted by the Government prior to the commencement of any field activities.

- Accident Prevention Plan (APP) including Fall Protection Plan prior to the start of field work
- Activity Hazard Analysis – Prior to the start of field work
- Manufacturer's product data sheets – Prior to ordering
 - i. Chemical Paint Remover (if used)
 - ii. Primer
 - iii. Finish Paint (hinges and latches on existing door can be left as is)
- Manufacturer's cut sheets for all new and replaced materials
- Warranty information

3. References – All work shall be in conformance with:

- a. U.S. Army Corps of Engineers (USACE)
 - i. EM-385-1-1 2014 Safety and Health Requirements Manual, U.S. Army Engineering Manual
- b. Other appropriate Federal, State, and Local codes for such an installation

4. Existing Conditions:

*Building has tested negative for lead paint.

- a. Wood Surfaces: Exterior siding of storage barn is old and chipping. There is a poured concrete platform to western side of building but nowhere else- can be used to place equipment on.

The foundation of this building is stone. The existing paint varies from moderate to poor condition with some areas of paint that are peeling and/or falling off entirely. On the western side of the building the bottom of the siding is rotten (see *image 4*). All panels have a beam on interior of building, approximately 3' off of the ground. For the removal and replacement of rotten boards contractor may utilize this beam to install new boards (or use best practices to do so).

There are boards protruding on the side of the building (as seen in *image 3*) from structure that the contractor will remove prior to painting. The project site abuts a private property with less than 5 feet separating the two. No equipment or personnel shall be placed or operate on private property, TPOC will contact private residence to notify them of work being done. Some holes will be found in boards: where possible, these are to be filled with wood filler or paintable caulk, or replaced along with the rotten boards if needed.

Hay loft opening on front face of building may remain as is (see *image 13*).

Contractor is not to put a door over the hayloft opening, nor install trim around the opening. The old door on side of building (see *image 3*) will be boarded over by the government, prior to contract award. Contractor is **only** required to paint **that area the old door; no** replacement of door will **not** be necessary. **The vents are to be painted white to match the trim and corners of the building. Contractor shall not repair, repaint or replace the sashes on the windows; the contractor shall only address the trim surrounding the windows.**

The following are approximate measurements relevant to the project:

- Approximately 760 square feet total (does not account for doors, windows, or garage door)
- 20'x30' from the ground to the eaves, consisting of 1"x6" wide Pine Boards.
- From the eaves to the peak is another approximately 7-9'
- Garage door: approximately 10'5"x8'
- Existing door: 7'x3'7"

NOTE: See Informational Photos. Not all required painted areas may be captured in their entirety in the provided photos.

- 5. 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 Technical Point of Contact. All waste material will be disposed of offsite in accordance with all Federal, State, and Local regulations.
- 6. 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.

7. Sustainability & Environmentally Preferred Products

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.

Safer Choice - The contractor shall provide Safer Choice labeled products under this contract, as applicable. The contractor is encouraged to visit <https://www.epa.gov/saferchoice/products> for updated lists of qualifying products.

Bio-Preferred - Furthermore, the contractor should also meet the Bio-Preferred Program requirements. 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 Bio-Preferred's minimum bio based content level. Visit the Bio-Preferred 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.

8. **Building Protection** – Any involved building or structure, and all of its contents shall be protected from the elements during the duration of this contract. The contractor shall keep on site the means to quickly cover and protect all areas open to the elements during an unforeseen weather related event that could cause damage to the building and or any of its contents during all phases of this contract.

9. **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. *Including those required under the COVID-19 section of this document.

10. **Government Resources** – The contractor shall provide its own source of power/electricity to the site as the electrical lines have been shut down to the project area. The contractor shall supply their own means of communication (telephone). There is not a restroom available at the contract site, and there is no access to potable water at the contract site. The contractor would have to provide these resources or have an acceptable alternative plan for these resources.

11. **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 Technical Point of Contact 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 project site will require vehicles to park on grass, so be mindful of conditions and weather so as to not damage the yard being used. 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 Technical Point of Contact, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. Requests for information** – Requests concerning the work of this project should be directed to the Technical Point of Contact, Lydia Graham (978-318-8302 or Lydia.F.Graham@usace.army.mil).

Part 2 Products:

All products 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.

- Primer: Use primer recommended be paired with the respective paint for project, or equivalent.

- Finish Paint. Paint color and sheen shall match existing red and white door unless otherwise approved by the Technical Point of Contact. (hinges and latches on existing door can be left as is)
- Replacement boards to be matched to existing 1"x6" pine boards
- Window trim replacement/repair shall match existing trim

Part 3 Execution:

- 1. Safety Equipment:** It is the Contractor's responsibility to furnish and supply personnel with the proper personal protective equipment (Hardhats, Hand Protection, Eye Protection, Ventilation, etc.) when and where necessary. Contractor may use an "Elevating Aerial Work Platform" as referenced in EM 385 1-1 to reach areas that cannot be done on foot/the ground. Fall safety procedures apply.
*As mentioned in section 6(d) of this document.
- 2. Schedule:**
 - a.** The Contractor shall schedule work to meet safety and security requirements.
Door painting shall be scheduled so that the paint is dry by the end of the work day and doors can be secured for the night.
 - b.** The Contractor shall schedule work when temperature and humidity are within the paint manufacturer's parameters, and adequate drying time is available to cure the finish before exposure to moisture or contamination.
- 3. Preparation:**

Surface preparation shall be performed according to the paint manufacturer's recommendations to ensure the best quality paint adherence and finish. The Contractor shall take all appropriate measures necessary to protect the building, building contents, unpainted surfaces, and equipment from damage during the execution of the work.
- 4. Application:**

Paint application shall be performed according to the paint manufacturer's recommendations to ensure the best quality paint adherence and finish. Required areas that are void of paint due to wear or the preparation phase shall be primed. One coat of finish paint is required on all surfaces. Upon completion of work, all painted surfaces shall be uniform in color and texture with no drips, and none of the old surface showing through. Edges of painted areas shall have clean, straight lines, and adjacent surfaces such as the roofing and any surface not being paint shall be protected from new paint application or damage.

 - a.** Contractor will furnish one gallon of paint of each type and color used to the technical point of contact to be used for touch-ups.
- 5. Clean Up:**

The Contractor shall clean up spilled paint immediately, remove all covering measures used to protect adjacent surfaces, and remove and lawfully dispose of off-site all of the waste materials generated during the execution of the work.

The following have been modified:

QUESTIONS AND ANSWERS

1. QUESTION: The specification states: “remove any loose paint” and also states “The existing paint in some areas is chipping or peeling and all paint is expected to be removed and repainted.” Are we supposed to remove loose paint or all paint?

1. ANSWER: As per the scope of work, contractor is expected to remove any chipping, peeling, or loose paint. Not all paint is required to be removed unless contractor deems it “best practice” to do so.

2. QUESTION: The specification states: “apply primer to exposed wood, or best practice, and re-paint approximately 760 square feet of exterior wooden surfaces including side.” Do we apply (1) full coat of alkyd primer and (2) finish coats of 100% Acrylic Finish Paint? Based on the amount of paint that would be scraped off and the age of the existing coatings, industry standard would be to apply a full coat of Alkyd primer and (2) finish coats for sufficient film build and UV Protection.

2. ANSWER: “Or best practice” is included to allow the contractor to choose the option that will best suit the work needing to be done. If contractor determines that the best option is to apply one full coat of Alkyd primer and 2 finish coats for the stated reasons, then that is what the contractor may do.

3. QUESTION: Are existing sash windows to be replaced or existing window glazing to be re-installed and painted?

3. ANSWER: No window/glass is to be replaced or repaired. We recognize that some of the glass panes may be damaged; replacement/repair of the windows is not included in this contract. The scope of work states that the contractor shall “build trim around windows and doors that don’t have an,” which does not include the windows themselves.

4. QUESTION: Who is and where is caulking required?

4. ANSWER: The scope states: “Some holes will be found in boards: where possible, these are to be filled with wood filler or paintable caulk, or replaced along with the rotten boards if needed.”

5. QUESTION: Is the application method of spraying & rolling accepted?

5. ANSWER: The method of paint application is to be determined by contractor and what they deem as “best practice”.

6. QUESTION: Please confirm that there is no available power on site, and contractor will have to generate power if needed.

6. ANSWER: As stated in the SOW under “Government Resources”: The contractor shall provide its own source of power/electricity to the site as the electrical lines have been shut down to the project area.

7. QUESTION: The existing corner of barn are white. Shall the contractor paint the corners red or white?

7. ANSWER: Yes. The contractor shall paint the corners white. The barn is to be repainted to match its original color(s).

8. QUESTION: The existing wood on the barn has significant UV Degradation. In order to properly prepare the surface for paint, the UV degradation must be removed using mechanical sanding. Please confirm that this scope must be done in addition to the removal of chipped and unsound paint.

8. ANSWER: As the SOW states: "all painted surfaces shall be uniform in color and texture with none of the old surface showing through." If this requires sanding to prepare the surface for paint then, yes; contractor shall use best practice to achieve the desired results.

9. QUESTION: There are several areas where the existing wood appears to be patched areas that are not uniform. In addition to replacing unsound wood, shall the contractor replace the patched areas with wood that is uniform / similar to the original wood?

9. ANSWER: The contractor shall only replace rotten boards as stated in the scope of work. The existing siding, though patched and not uniform, is to be left as is.

10. QUESTION: We understand that the windows are not to be repaired under this contract, however it is unclear if window sashes are to be painted. Are window sashes to be painted white, or is the work related to the window sashes excluded from this contract?

10. ANSWER: The contractor is not to address the window sashes. Only the trim around the outside of the windows.

11. QUESTION: Are the vents to be painted? If so, what color?

11. ANSWER: The vents are to be painted white to match trim and corners of the barn.

12. QUESTION: Please confirm that no facilities are to be provided by the government and contractors shall provide portable toilets and hand washing stations.

12. ANSWER: As stated in the SOW under "Government Resources": "There is not a restroom available at the contract site, and there is no access to potable water at the contract site. The contractor would have to provide these resources or have an acceptable alternative plan for these resources."

13. QUESTION: The flashing over the overhead door is degraded. Shall the contractor replace the flashing over the OH Door?

13. ANSWER: The contractor shall replace or repair the flashing over the garage door as necessary and paint to match the white trim.

14. QUESTION: Shall the contractor provide white painted trim around the hay loft?

14. ANSWER: The hayloft opening is to be left as is. No trim is necessary.

15. QUESTION: It appears there used to be a door at the hay loft entrance. There are remains of a hinge and partial door. Shall this be removed, a door replaced or is this not in contract?

15. ANSWER: No door is to be placed over the hayloft opening. The existing hinge and what is left of the door shall be removed by contractor.

(End of Summary of Changes)