

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   11
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 21-Apr-2021	4. REQUISITION/PURCHASE REQ. NO. W13G86102642120001		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) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W912WJ21Q0086	
		X	9B. DATED (SEE ITEM 11) 06-Apr-2021	
			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 checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Amendment is necessary to update the contract Period of Performance and extend due dates of quotes to 28 April 2021 at 5:00 PM, Est.  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 21-Apr-2021	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time has changed from 26-Apr-2021 05:00 PM to 28-Apr-2021 05:00 PM.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK

**U.S. ARMY CORPS OF ENGINEERS  
WEST THOMPSON LAKE  
SUPPLY & INSTALL STANDBY GENERATOR  
Statement of Work**

### **I. GENERAL**

#### 1. Scope

Furnish all equipment, materials, and labor to install a concrete slab and supply and install a 20 kilowatt 3-phase 100AP automatic transfer emergency standby generator at the West Thompson Lake Utility Building.

#### 2. Location

The required services shall be performed at the West Thompson Lake Utility Building – 162 West Thompson Road, N. Grosvenordale, CT.

#### 3. Site Visit

The technical point of contact for this project is Park Ranger Michelle Cucchi 978-318-8050, or [michelle.l.cucchi@usace.army.mil](mailto:michelle.l.cucchi@usace.army.mil)

#### 4. Schedule

The period of performance shall be ~~120 180~~ 210 days from contract award. The project area will be open to the contractor Monday through Friday 7:00 am to 3:00 pm unless otherwise approved by the technical point of contact. No work shall be done on weekends or Government holidays.

#### 5. Safety Requirements

##### a. General:

All work shall be conducted in accordance with the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual COE EM 385-1-1, 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 at the project office or electronically at the following link:

[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

The project staff can and will order the cessation of work at any time should the safety of employees, contractors, and/or the public become jeopardized.

b. 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

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 Technical Point of Contact (TPOC) upon request.

c. 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.

**Note:** As part of the APP and AHAs include site specific COVID-19 monitoring procedures which address, at a minimum, the following elements:

- Procedures for periodic sanitation inspections.
- Procedures for disinfecting project sites in accordance with Centers for Disease Control and Prevention (CDC) guidelines.
- Site specific measures to practice social distancing while working on the project.
- Employee training on the signs, symptoms, and protection measures in accordance with CDC guidelines.
- A list of Personal Protective Equipment (PPE) to be used in accordance with CDC and state guidelines.

d. Emergency Response:

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

e. Required Personnel:

The Contractor shall designate one employee as the site's Competent Person (CP) who is responsible for ensuring a safe environment for all employees. The CP shall be present at the project site and report to the contractor's upper management. The CP is required to have related construction and/or service experience.

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 be trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

f. 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 10<sup>th</sup> calendar day of the following month. The method of transmission by the prime contractor to the TPOC shall be electronically.

## 6. Electrical

- a) General: All electrical work shall comply with EM 385-1-1 (Sections 11 & 12) and applicable National Electrical Safety Code (NESC), National Electric Code (NEC), National Fire Protection Association (NFPA), OSHA and USCG regulations. In the circumstance there is a discrepancy between the codes and regulations listed above, the most stringent shall apply.
- b) Qualified Person: Electrical work shall be performed by a Qualified Person (QP) with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and/or Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on the work being performed, and should be identified in the appropriate AHA. Journeyman/Apprentice ration shall be in accordance with State, Local and Federal requirements applicable to where the work is being performed.
- c) All electrical wiring and equipment shall be a type listed by a nationally recognized testing laboratory for the specific application for which it is to be used. Appropriate PPE will be worn and/or utilized at all times and adequately match the level of associated risk.
- d) Emergency Procedures and Training. Employees exposed to shock hazard and those employees responsible for taking action in case of emergency shall be trained in accordance with EM 385-1-1 Section 03.A, OSHA 29 CFR 1910.151, and NEPA 70E 110.2c. The training shall include methods to release of victims from contact with exposed energized electrical conductors or circuit parts. Employees shall be regularly instructed in methods of first aid and emergency procedures, such as approved methods of resuscitation.
- e) All equipment and circuits to be worked on shall be de-energized before work is started. Personnel shall be protected by a Hazardous Energy Control Program (HECP) and procedures in accordance with EM 385-1-1, Section 12. Positive

means shall be provided for rendering controls or devices inoperative while repairs or adjustments are being made to the machines they control.

- f) If work MUST be performed on an energized system, then the employer must first demonstrate that de-energizing introduces additional or increased hazards or is infeasible due to equipment design or operational limitations (i.e., testing, troubleshooting, etc.).

## 7. Preconstruction Conference

Prior to the start of any work, the Technical Point of Contact will schedule and conduct a "Preconstruction Conference". The Contractor's Project Manager and Quality Control Personnel will attend this meeting. The 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 preconstruction 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 the Preconstruction Conference:

The following is a general list of items for discussion during this Preconstruction 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 (APP) and Activity Hazard Analysis (AHA) submitted & accepted prior to start of work on site
- iv. COVID-19
- v. Weekly Safety Meetings (Documented on NED Form 251)
- vi. Accident Reporting (ENG Form 3394)
- vii. Safety Data Sheet (SDS) requirements
- viii. Correspondence, Communication and Administrative Procedures
- ix. Invoice and payment
- x. First Aid/CPR Requirements

**NOTE: Work cannot begin until all safety paperwork is submitted and accepted by the Government**

## 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 contract.

## 9. Security

The Contractor shall comply with all established security policies at each Project Office identified. If applicable, Contractor shall comply with Projects Key Control Management Program. Due to periods of heightened security, which may affect access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least a 24-hour notice of any such closure.

## 10. 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 invoice date, contract number, dates of service, description of work, quantities, process, and total amount due per line item. For jobs greater than 30 days the contractor may request multiple payments.

Invoice/Forms shall be mailed to:

US Army Corps of Engineers

West Thompson Lake

449 Reardon Road

N. Grosvenordale, CT 06255

Or sent via email to: [michelle.l.cucchi@usace.army.mil](mailto:michelle.l.cucchi@usace.army.mil)

## **II. Technical Requirements:**

### **Part 1. General:**

#### 1. Existing Conditions

The Utility Building does not currently have a standby generator. Contractor will

need to install a concrete slab prior to generator installation.

## 2. Clean Up & Waste Disposal

The contractor shall keep the work area, including any storage areas, free from the accumulation of waste materials. Any and all disturbed areas resulting from contractor activities shall be restored by the contractor to the satisfaction of the Technical Point of Contact.

## 3. 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. No burning is permissible. Water, air, and land resources shall not be adversely impacted during the course of the work. Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met.

## 4. Sustainability

All products provided by the contractor must meet the recycled content requirements set forth by the Environmental Protection Agency. Under the Comprehensive Procurement Guidelines (CPG) program, the 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-cpgprogram> for a complete list of designated products and the associated content levels. Offerors must be able to demonstrate that each offered product meets minimum content level up on request.

The contractor should also meet the BioPreferred 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 BioPreferred's minimum bio based content level. Visit the BioPreferred website <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.

## 5. Damage to Government and Private Property

The Contractor shall be responsible for restoring any 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 operations. The Contractor shall notify the TPOC immediately of damage to Government or private property and injury to any person resulting from the firm's operation.

#### 6. 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 at all times and at all places during the term of the contract.

#### 7. 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 the 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.

#### 8. Point of Contact Requirements

The Contractor shall provide to the Technical Point of Contact a telephone number and a point of contact for discussion of any contractual matters.

#### 9. 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 material or supplies for the contractor and will not be responsible for damage to contractor equipment or material.

#### 10. 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.

#### 11. Submittals

Although the Government reviews submissions for technical data/information 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 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 prior to the commencement of any field activities.

- Accident Prevention Plan (APP) – Prior to the start of field
- Activity Hazard Analysis (AHA) – Prior to the start of field work
- Manufacturer’s product Safety Data Sheets – Prior to ordering
- Product specification sheets and cut sheets for generator
- Product specification sheets and cut sheets for all associated electrical panels and equipment
- Manufacturer Warranty for all equipment and hardware

## **Part 2. Products**

Backup generator will meet or exceed specifications as listed specifications and the following:

### **1. Back-up Standby Generator & Concrete Pad**

- a. 20 kW standby rated, three phase, 100 AMP
- b. Automatic transfer switch
- c. Emergency stop button – per NEC code
- d. Include carb heater to prevent ice particles in carburetor
- e. Battery included
- f. 5-year warranty
- g. Wiring from generator to transfer switch to be enclosed in PVD conduit or otherwise approved raceway.
- h. Must be designed for outdoor installation
- i. Meet emission regulations for Environmental Protection Agency
- j. Propane fuel system
- k. Cold start capability
- l. 4 keys per lock set
- m. Aluminum sound enclosure
- n. Critical silencer
- o. Field-connection terminal block
- p. Line circuit breaker
- q. Shall meet National Electric codes
- r. Weather resistant construction
- s. 4-inch-thick concrete mounting pad – adequate size to house generator

## **Part 3. Execution**

The contractor is responsible for planning and equipment necessary to install standby

emergency generator on a concrete mounting pad.

1. Work area will be restricted to contractors and USACE employees
2. New concrete pad will be installed where TPOC specifies
3. Generator will be installed and anchored on newly laid concrete pad
4. New electrical connections will be installed to new generator
5. Existing transfer switch in building will be removed and replaced with new 100amp service entrance transfer switch
6. Generator will be tested prior to approval of contract
7. Contractor is responsible for cleanup of the site

#### SECTION I - CONTRACT CLAUSES

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 14 calendar days after the date the Contractor receives the notice to contract award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 210 days from Contract Award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

(End of Summary of Changes)