STATEMENT OF WORK

Replace Administration Building at Edenton NFH (Construction)

May 5, 2026

1. General:

1.1 Construct a new administration building at the Edenton National Fish Hatchery, 1102 West Queen Street, Edenton, North Carolina 27932-1621. The new facility will encompass 2,362 square feet and will contain a public lobby, corridor, hatchery manager's office, deputy manager's office, crew room, mechanical room, open office area, unisex toilet, copy/print room, reception office, and electrical room.

1.2 Contractor Qualifications: Contractor should have relevant experience in the construction of facilities of similar size and scope. Contractor shall possess an Unlimited Commercial license in the State of North Carolina.

1.3 Permitting by local code authority is not required, however, all construction shall conform to the 2024 North Carolina (2021 International Building Code) Building Code.

2. The building site is located at 1102 West Queen Street, Edenton, North Carolina 27932-1921. The period of performance shall be twelve months. 365 days.

2.1 Normal duty hours Monday thru Friday 7:00 a.m. - 3:30 p.m. In the event of emergencies, Contractor shall provide contact information.

2.2 Non-duty hours include week nights, weekends, and Government holidays (New Year's Day, Martin Luther King JR.s's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day).

3. Construction Services

a. GENERAL

i. Following the Issuance of the Construction NTP, the contractor shall provide the following items to the COR at the Preconstruction Meeting for approval and amendment into the contract file.

1. A project schedule reflective of the critical path and other phases of the work.

ii. Provide supervision, labor, materials, equipment, tools, construction equipment and machinery, inspection, testing, start-up, water, heat, utilities, transportation, and other facilities and services necessary for proper

execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

iii. Have at least one qualified supervisor capable of reading, writing, and conversing fluently in the English language on the job site during working hours.

iv. Perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. At all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

v. Utilize Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Government may reasonably object to Contractor's selection of any Subcontractor.

vi. Contractor is responsible for quality control of its own work and work performed by its subcontractors and their sub-subcontractors. Provide and pay for the services of an independent construction materials testing laboratory accredited by an acceptable laboratory accreditation authority. Laboratory shall sample and test materials and perform required special inspections. Laboratory shall be authorized to perform work in the state where project is located. Government may reasonably object to Contractor's selection of laboratory.

vii. Assume responsibility for the proper performance of the Work of Subcontractors and all acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Government and any Subcontractor or Sub Subcontractor.

viii. Coordinate the activities of all Subcontractors. If Government performs other work on the Project or at the Site with separate contractors under Government's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

ix. Deviations from the Issued for Construction (IFC) documents: The Contractor does not retain the right to make changes to the accepted documents without following the RFI process indicated herein. Any non-documented or non-approved changes shall be subject to rejection and non-payment. Specifically reference the Communication Section below.

x. Minimize creation of construction, deconstruction, and demolition waste. Minimize factors that contribute to waste such as over-packaging, improper storage, ordering error, poor planning, breakage, mishandling, and

contamination. Dispose of all materials not salvaged, reused, or recycled legally, off-site, in licensed disposal facilities.

xi. Record Drawings and Specifications: Maintain one set of working drawings and specifications, for record purposes, on the project site while work is in progress. Clearly and accurately record the as-constructed work in red. Record swing-tie distances from permanent points for all underground items. Include modifications and RFIs.

xii. During normal working hours throughout the duration of the contract, promptly furnish information and provide reasonable facilities and access for obtaining information respecting: the character of the materials, condition of the work-in-progress, number of workers employed, their pay rate, time worked, inspection reports and test results from sampling and testing laboratories, and similar information.

xiii. Government buildings and other facilities are not available for storage of Contractor's materials, equipment, and tools except for designated staging areas. Government owned equipment is not available for Contractor's use to accomplish any Work.

xiv. Housing for workers and campsites are not available on site.

xv. Furnish all temporary facilities and utilities needed including heat, light, power, water, telephone, sanitary facilities, job offices, material handling equipment, temporary construction aids, and storage enclosures. The Contractor is responsible for all temporary connections and disconnections. Government furnished electricity is not available for Contractor's use.

b. COMMUNICATION

i. Utilize a RFI Form: All supplemental information and answers to questions shall be documented on Request for Information forms. The Contractor may use any format they choose for the Request for Information form but all shall be identified with the words "Request for Information" at the top of the form along with the Government Contract Number, Project Location (Edenton NFH) Project Title (Replace Administration Building) and the Contractor's Name.

a. Numbering: RFI's shall be sequentially numbered, logged and filed and shall be part of the Closeout Documents submitted to the Government.

b. FWS Concurrence: As RFI's are generated and answered, submit copies to the COR for review within 2 business days for concurrence via facsimile and email .pdf format. A non-response from the COR within 4 days of receipt of the RFI will signify concurrence with the RFI answer. If the RFI is sent on a

Friday, then Saturday and Sunday do not count as business days.

c. RFI Files Onsite: The Site Superintendent shall maintain a file of RFI changes. This RFI file shall be subject to inspection by the FWS without advance notice.

2. Submittals: The Contractor shall utilize the following protocol.

a. Utilize a Submittal Register: Develop a submittal register keyed to the Drawings and Specifications and update this Register as submittals are logged and processed.

b. Numbering: Submittals shall be sequentially numbered. A completed submittal register shall be submitted with the Project Closeout Documents.

c. FWS Concurrence: As RFI's are generated and answered, submit copies to the COR for review within 2 business days for concurrence via facsimile and email .pdf format. A non-response from the COR within 4 days of receipt of the RFI will signify concurrence with the RFI answer. If the RFI is sent on a Friday, then Saturday and Sunday do not count as business days.

d. Site Responsibility: The Contractor's Site Superintendent shall maintain a file of approved submittals for reference purposes. This Submittal file shall be subject to inspection by the FWS without advance notice.

3. Note: Any delays resulting from FWS questions/stoppages due to a lack of, or inordinately lengthy or unnecessary delays in, the flow of information from the Contractor to the Service for a time period in excess of 21 days, will not give rise to claims for monetary consideration under the contract, including but not limited to requests for equitable adjustments, constructive changes, and other claims for compensation.

c. PAYMENT PROCEDURES

i. Measurement: No measurement of the work will be made unless unit prices are included in the project.

ii. Payment: Payment will be made monthly for approved work performed in accordance with the contract requirements under the items listed in the Schedule of Items and based on the approved Schedule of Values.

1. Note: Undocumented changes which did not follow the RFI process outlined above may be subject to delayed or non-payment.

iii. Schedule of Values: Prepare a Schedule of Values in the format of the American Institute of Architects (AIA) form number G702/703 Application and Certificate for Payment (or approved equivalent format). Submit a detailed Schedule of Values no less than 7 calendar days prior to the start of on-site construction work.

1. Payment Request Data: In addition to data required by the Contracting Officer: (1) Format the Schedule of Values to match the Schedule of Items and show sufficient additional detail to allow accurate calculation of monthly progress payments; and (2) Submit updated construction schedule identifying actual work complete.

d. PROJECT SAFETY

i. The Contractor shall have the ultimate responsibility for safety on the project site at all times, from issuance of the Notice to Proceed until final completion and acceptance of the project by the Contracting Officer. Ensure that all onsite activities, equipment, and facilities constructed by the Contractor, subcontractor, or supplier conform fully to the standards of the Department of Labor, Occupational Safety and Health Administration (OSHA) 29 CFR 1926 and 1910; and DOI and FWS policies. In addition, the Contractor shall adhere to all current Federal, State and local safety requirements. In the event where any safety standard referenced herein conflicts with another, the more stringent shall govern.

ii. Initiate and maintain, throughout the performance of this contract, an effective safety and health program that provides adequate policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards. The program shall include provisions for the identification, evaluation, prevention and control of general work site hazards, specific job hazards, and potential hazards that may arise from foreseeable construction methods and conditions, as well as providing a competent person to conduct frequent and regular inspections. Each employee (Contractor and subcontractors) must be instructed in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment.

iii. Provide barricades and warning devices as necessary to safeguard the public, workers, and government personnel. Where project work affects public roads, provide signage in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the US Department of Transportation, Federal Highway Administration.

iv. Rollover Protection and Seat Belts: In addition to the Safety and Health requirements of clause Federal Acquisition Regulation (FAR) 52.236-13 of Part 2, Section I of this Contract, rollover protection and seat belts required by 29CFR 1926 (OSHA) shall be extended to include equipment regardless of the year of manufacture.

e. Protections:

i. Comply with all applicable federal, state, and local environmental laws and regulations. This condition applies to, but is not limited to, laws and regulations governing noise levels, air and water quality standards, erosion control, surface runoff, and cultural resources.

ii. Provide erosion control methods (such as watering dry soils) and appurtenances (such as silt fence) as necessary to prevent wind-borne dust and water-borne silt from leaving the immediate work area.

iii. Immediately stop work if paleontological, archaeological or historical remains (including burials or skeletal material) are encountered, immediately stop the work and notify the Construction Representative, COR, or Contracting Officer. The Contracting Officer will notify the Regional Archaeologist so the provisions of 36 CFR 800.7 (Resource Discovered During Construction) and other relevant laws are followed. Work will cease in the immediate vicinity until permitted to resume by written order from the Contracting Officer. Work in other areas may proceed as approved by the Contracting Officer.

iv. Protect adjacent vegetation, property, structures, and improvements from damage.

v. Heavy equipment operated on FWS roads and parking areas shall comply with highway-legal load limits unless explicitly approved otherwise. Prior to operations, the contractor and contracting officer will document condition of roads and parking. The contractor is responsible for repairs of damage to roads and parking caused by their own actions.

vi. Clearing limits and working limits are as shown on the drawings and approved in the field. Do not remove any trees without prior COR field review and approval. If no clearing limits are indicated, contact the COR for clarification. Coordinate with the local FWS staff to select a construction staging area. Construction equipment and operations shall be contained within the work limits and staging areas.

f. Closeout Procedures

i. Training: Thoroughly familiarize the local FWS staff with the improvements and train them to be proficient in overall system operation and maintenance.

ii. Tools and spare parts: Deliver to the project site all specialty tools, valve handles, fan belts, filters, spare parts, keys and similar devices such that the FWS staff is able to operate and maintain the work.

iii. Maintenance Materials: Deliver maintenance materials to Station Manager, coordinate location of storage. (Provide consumable items in such quantities as needed for the first year of operation.)

iv. Final Inspection: Submit a request in writing to the CO requesting the Final Inspection. Notify the COR at least 10 calendar days prior to the anticipated date of completion of all work. The COR will proceed with Final Inspection as promptly as practicable. The time required for such Final Inspection and for making any corrections as a result thereof shall be included in the contract performance time. The Contractor representative responsible for the work shall be present at the Final Inspection and shall submit a preliminary list of unfinished work prior to Final Inspection.

g. Closeout Documents

i. Operation and Maintenance Manuals: Submit 3 copies of Operation and Maintenance manual (two to the FWS field station and one to the FWS Regional Office Engineering) for the mechanical and electrical equipment, architectural treatments, doors, and windows. The manuals shall be clear, well organized, clearly indexed, tabbed, highlighted, tailored to the specific make, model, and wiring configuration of the systems; and shall include schedules and instructions for routine operation, trouble shooting, and periodic maintenance. The manuals shall include complete parts lists keyed to suppliers (name, address, websites, and telephone numbers for each).

ii. Operational Permits: Provide copies of all approved operational permits. Include a list of all monitoring requirements and monitoring frequencies.

iii. Submit a full-size set of red-lined drawings and complete set of specifications that clearly indicates the as-constructed work. As-constructed drawings shall be in .dwg and .pdf format and noted as 'Final Construction/As-Builts' in the revision block. Submit one set of final working drawings, one set of reproducible drawings showing as-constructed conditions, and one electronic set complying with FWS CAD Standards. Professional seals shall be on the Final As-Built drawing sheets.

iv. Submit fully executed manufacturer's standard material, product, and equipment warranties.

v. Submit any requested regulatory-agency clearance documents indicating the work complies with their requirements such as finalized plumbing/gas/electrical inspections.

vi. After completion of the work and prior to final payment, submit a Release of Claims (Form DI-137 provided by the Contracting Officer), properly executed by the Contractor, releasing claims against the United States arising out of this contract, other than claims specifically excepted from the operation of the release. See Section I of the solicitation /contract.

4. GOVERNMENT RESPONSIBILITIES

a. DUTY TO COOPERATE:

   i. Government will, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations, and services in a timely manner to facilitate Contractor's timely and efficient performance of the Work and to not delay or interfere with Contractor's performance of its obligations under the Contract Documents.

   ii. Government will provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Contractor's approved schedule.

b. Separate Contractors: Government is responsible for all work performed at the Site by separate contractors, if any, under their control. Government will contractually require its separate contractors to cooperate with each other.

5. SPECIFIC PROJECT REQUIREMENTS

a. Project Work site is accessible from existing roads. Roads, parking lots, and walkways subject to interference by the work shall be kept open in a manner that provides for safe public use.