PERFORMANCE WORK STATEMENT (PWS)

FOR

Roof Sealant Removal and Replacement, BUILDING 3574

DEVENS RESERVE FORCES TRAINING AREA
DEVENS, MA 01434

U.S. ARMY GARRISON DEVENS RESERVE FROCES TRAINING AREA (RFTA)
30 QUEBEC STREET
DEVENS, MA 01434

PROJECT NO. **1 May 2026**

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PERFORMANCE WORK STATEMENT (PWS)

FURNISH AND INSTALL VINYL REPLACEMENT WINDOWS

DEVENS RESERVE FROCES TRAINING

DEVENS, MA 01434

PROJECT NO.

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SECTION 01 11 01 GENERAL REQUIREMENTS

GENERAL

1.1 PROJECT DESCRIPTION

The Contractor shall provide all labor, materials, equipment, transportation, supervision, and other services required to remove existing rubberized sealant/roofing mastic, disposal of removed material, and then replacement of the rubberized roof sealant/roofing mastic on Buildings 3574 TASC on Devens RFTA.

1.1.2 Materials

The Contractor shall inspect the rubberized roofing material for in-kind replacement. Material appears to be roofing mastic or epoxy that runs the circumference of the building under the roofing overhang.

WORK COVERED BY THE CONTRACT DOCUMENTS

A. Project Identification: RUBBERIZED ROOF SEALANT REPLACEMENT, BUILDING 3574

B. Project Location: Devens RFTA, Main Cantonment Area, Devens, MA 01434

A site visit is STRONGLY RECOMMENED prior to the submission of bids. Approximate external surface area is between 270’ and 300’sqft. Rental of a scissor lift is recommended to reach the necessary height.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. Within 10 business days following the Notice to Proceed the contractor shall submit the following submittals.

Rubberized Roof Sealant Replacement Plan	SD-03	G, DPW

Closeout Documentation		
Warranty Management Plan	SD-03	G, DPW

Manufacturer’s Instructions	SD-08	G, DPW
Operations and Maintenance Data	SD-10	G, DPW

SECTION 01 57 20

ENVIRONMENTAL PROTECTION (DEVENS RFTA)

PART 1 GENERAL

1.1 REFERENCES (NOT USED)

1.2 DEFINITIONS

A. Contractor Generated Hazardous Waste - Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

B. Environmental Pollution and Damage - Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

C. Environmental Protection - Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

D. Hazardous Materials - As defined by the Environmental Protection Agency (EPA) or State Hazardous Control Authority. Hazardous material is any material that is regulated as a hazardous material by the EPA or requires a Material Safety Data Sheet (MSDS), or during end use, treatment, handling, packaging, storage, transpiration, or disposal meets or has components that meet or have potential to meet the definition of a hazardous waste. Such material includes ammunition, weapons, explosive actuated devices, propellants, pyrotechnics, chemical and

biological warfare materials, medical and pharmaceutical supplies, medical waste and infectious materials, bulk fuels, radioactive materials, and other materials such as asbestos, mercury, and polychlorinated biphenyls (PCBs). Nonetheless, the exposure may occur incident to manufacture, storage, use and demilitarization of these items.

E. Hazardous Waste - Any discarded material, liquid, solid, or gas, which meets the definition of hazardous material or is designated hazardous waste by the Environmental Protection Agency or State Hazardous Control Authority.

F. Land Application for Discharge Water - The term "Land Application" for discharge water implies that the Contractor must discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "Waters of the United States" must occur. Land

Application must be in compliance with all applicable Federal, State, and local laws and regulations.

G. Oily Waste - Those materials which are, or were, mixed with used oil and have become separated from that used oil. Oily wastes also mean’s materials, including wastewaters, centrifuge solids, filter residues or sludges, bottom sediments, tank bottoms, and sorbents which have come into contact with and have been contaminated by, used oil and may be appropriately tested and discarded in a manner which is in compliance with Federal, State and local requirements.

H. Pesticide - Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant or desiccant.

I. Solid Waste - Garbage, refuse, debris, sludge, or other discharged material, including solid, liquid, semisolid, or contained gaseous materials resulting from domestic, industrial, commercial, mining, or agricultural operations.

J. Surface Discharge - The term implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, c reeks, and/or

"Waters of the United States" and would require a permit to discharge water from the governing agency.

K. Waste Hazardous Material (WHM) - Any waste material which because of its quantity, concentration, or physical, chemical, or infectious characteristics may pose a substantial hazard to human health or the environment and which has been so designated. Used oil not containing any hazardous waste, as defined above, falls under this definition.

L. Waters of the United States - All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

M. Wetlands - Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs.

1.3 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, and permits. After receipt of such notice, the Contractor will inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted, or equitable adjustments allowed for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PROTECTION OF NATURAL RESOURCES

A. Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work.

Confine construction activities to within the limits of the work indicated or specified. If the work is near streams, lakes, or other waterways, conform to the national permitting requirements of the Clean Water Act.

B. Do not disturb fish and wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified.

C. Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officer's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the Contracting Officer. Where such use of attached ropes, cables, or guys is authorized, the Contractor will be responsible for any resultant damage.

D. Protect existing trees which are to remain, and which may be injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from uncleared areas. By approved excavation, remove trees with 30 percent or more of their root systems destroyed. Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Contracting Officer's approval before replacement.

E. The Contracting Officer's approval is required before any equipment will be permitted to ford live streams. In areas where frequent crossings are required, install temporary culverts or bridges. Obtain Contracting Officer's approval prior to installation. Remove temporary culverts or bridges upon completion of work and repair the area to its original condition unless otherwise required by the Contracting Officer.

3.2 WORK AREA LIMITS

Mark the areas that need not be disturbed under this Contract prior to commencing construction activities. Mark or fence isolated areas within the general work area which are not to be disturbed. Protect monuments and markers before construction operations commence. Where construction operations are to be conducted during darkness, any markers must be visible in the dark. The Contractor's personnel must be knowledgeable of the purpose for marking and/or protecting particular objects.

3.3 LANDSCAPE

Trees, shrubs, vines, grasses, landforms and other landscape features to be preserved as indicated and or defined in the Contract must be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. Restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.4 EROSION AND SEDIMENT CONTROLS

A. If required by the Contract, the Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations.

B. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of construction activities.

C. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. Construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as may be indicated in the Contract.

D. Erosion and sediment controls must be provided for onsite borrow and spoil areas to prevent sediment from entering any nearby waters.

E. Temporary excavation and embankments for work areas must be controlled to protect adjacent areas.

F. Remove all temporary measures after the area has been fully stabilized.

3.5 WATER RESOURCES

Monitor all water areas affected by construction activities to prevent pollution of surface and ground waters. Do not apply toxic or hazardous chemicals to soil or vegetation unless otherwise indicated. For construction activities immediately adjacent to impaired surface waters, the Contractor must be capable of quantifying sediment or pollutant loading to that surface water when required by Federal or State issued Clean Water Act permits.

3.6 WETLANDS

Do not enter, disturb, destroy, or allow discharge of contaminants into any wetlands. The protection of wetlands is the Contractor's responsibility.

Authorization to enter specific wetlands identified will not relieve the Contractor from any obligation to protect other wetlands within, adjacent to, or in the vicinity of the construction site and associated boundaries.

3.7 AIR RESOURCES

Equipment operation, activities, or processes will be in accordance with all Federal and State air emission and performance laws and standards.

3.8 DUST CONTROL

A. Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations.

B. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming.

C. Air blowing will be permitted only for cleaning nonparticulate debris such as steel reinforcing bars.

D. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

3.9 BURNING

Burning is prohibited and will not be allowed on government property.

3.10 SOLID WASTES

A. Place solid wastes (excluding clearing debris) in containers which are emptied on a regular schedule. Handling, storage, and disposal must be conducted to prevent contamination. Employ segregation measures so that no hazardous or toxic waste will become co-mingled with solid waste.

B. Transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

C. Verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.

3.11 CHEMICALS AND CHEMICAL WASTES

Dispense chemicals ensuring no spillage to the ground or water. Perform and document periodic inspections of dispensing areas to identify leakage and initiate corrective action. This documentation will be periodically reviewed by the Government. Collect chemical waste in corrosion resistant, compatible containers. Collection drums must be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes will be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.12 WASTEWATER

A. Wastewater from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. will not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. Dispose of the construction related wastewater off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.

B. Water generated from the flushing of lines after disinfection or disinfection, and hydrostatic testing will be land applied in accordance with all Federal, State, and local laws and regulations for land application.

3.13 FUEL AND LUBRICANTS

A. Storage, fueling and lubrication of equipment and motor vehicles must be conducted in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants and oil in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded must be stored in marked corrosion-resistant containers and recycled or disposed in accordance all Federal, State, and local laws and regulations.

B. Contractor shall coordinate the disposition of hazardous waste with Fort Devens Environmental Coordinator and the Contracting Officer.

C. Storage of fuel on the project site is not allowed. Fuel must be brought to the project site each day that work is performed.

3.14 BIOLOGICAL RESOURCES

A. Minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat.

B. The protection of threatened and endangered animal and plant species, including their habitat, is the Contractor's responsibility in accordance with Federal, State, Regional, and local laws and regulations.

3.15 PREVIOUSLY USED EQUIPMENT

A. Clean all previously used construction equipment prior to bringing it onto the project site. Ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds.

B. Consult with the USDA jurisdictional office for additional cleaning requirements.

3.16 HAZARDOUS WASTE AND HAZARDOUS MATERIALS MINIMIZATION

A. The Contractor shall minimize the use of hazardous materials and the generation of hazardous waste.

B. Where applicable, the Contractor shall substitute non-hazardous materials for hazardous materials, unless specifically required elsewhere in this Contract.

C. In the absence of regulations, users will apply the best available technology or management in the use, handling, and disposal of hazardous wastes and materials.

3.17 HAZARDOUS WASTE AND HAZARDOUS MATERIALS

A. No hazardous material or hazardous waste shall be disposed of on government property. The government is not responsible for disposal of Contractor's waste material brought on the job site and not required in the performance of this Contract.

B. No hazardous material shall be brought onto government property that does not directly relate to requirements for the performance of this Contract.

C. The intent of this provision is to dispose of that waste identified as hazardous material and hazardous waste as defined herein that was generated as part of this Contract and existed within the boundary of the Contract limits and not brought in from offsite by the Contractor.

D. Incidental materials used to support the Contract including, but not limited to aerosol cans, waste paint, cleaning solvents, contaminated brushes, rags, clothing, etc. are the responsibility of the Contractor.

E. The Contractor is not authorized to discharge any materials to sanitary sewer, storm drain, or to the river or conduct waste treatment or disposal on government property without written approval of the Contracting Officer.

F. The Contractor shall submit 5 copies of Material Safety Data Sheet (MSDS) for all hazardous materials which may be required for use in this Contract.

3.18 CONTRACTOR GENERATED HAZARDOUS WASTES AND HAZARDOUS MATERIALS

A. Take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. Segregate hazardous waste from other materials and wastes; protect it from the weather by placing it in a safe covered location and take precautionary measures such as berming or other appropriate measures against accidental spillage.

B. Storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance Federal, State, and local laws and regulations is the Contractor's responsibility.

C. Transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations.

D. Dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials must be immediately reported to the Contracting Officer and Fort Devens Environmental Coordinator.

E. Cleanup and cleanup costs due to spills are the Contractor's responsibility.

F. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

3.19 MAINTENANCE OF POLLUTION FACILITIES

Maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.20 CONSTRUCTION CLEANUP

A. The Contractor will clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up."

B. Unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work.

C. The disturbed area must be graded, filled and the entire area seeded unless otherwise indicated.

3.21 RELEASES/SPILLS OF OIL AND HAZARDOUS SUBSTANCES

A. Exercise due diligence to prevent, contain, and respond to spills of hazardous material, hazardous substances, hazardous waste, sewage, regulated gas, petroleum, lubrication oil, hydraulic hoses and equipment, and other substances regulated by environmental law at Fort Devens or sites operated by Fort Devens.

B. The Contractor shall maintain at all times spill cleanup equipment and materials at the work site.

C. In the event of a spill, take prompt, effective action to stop, contain, curtail, or otherwise limit the amount, duration, and severity of the spill/release.

D. In the event of any releases of oil and hazardous substances, chemicals, or gases during normal working hours, the Contractor shall immediately (within 15 minutes) notify the Fort Devens DPW Environmental Specialist, MORGAN MCGRATH at 978-978-6095, and the Contracting Officer. Releases outside of normal working hours shall be reported directly to the Department of Defense (DoD) Police at 978-796-3333.

E. If the Contractor's response is inadequate, Fort Devens may respond. If this should occur, the Contractor will be required to reimburse the government for spill response assistance and analysis.

F. The Contractor is responsible for verbal and written notifications to the Massachusetts Department of Environmental Protection (MA DEP) and the Environmental Protection Agency as required by Fort Devens and Federal, State, local regulations. The Contractor shall provide copies of the written notification and documentation that a verbal notification was made within 20 days from the date the spill occurred.

G. The Contractor shall contain and clean up these spills without cost to the government. If government assistance is requested or required, the Contractor will reimburse the government for such assistance. The Contractor shall reimburse the government for all costs incurred including sample analysis materials, equipment, and clothing generated during any spill cleanup.

H. In the event that any Federal, State, or local agency contacts the Contractor directly for any reason relating to compliance requirements arising out of performance of this Contract, the Contractor shall immediately notify and inform the DPW Environmental Coordinator and the Contracting Officer no later than the close of business on the day the contact was made. If such communication is after normal business hours, notification will be made immediately on the next business day. The Contractor shall provide the name, telephone number of the agency, name of the person making contact and the substance of any verbal or written communication from such agency. Any and all coordination with regulatory agencies to discuss environmental law requirements will first be made through the Director of Public Works.

END OF SECTION 01 57 20

DIVISION 02 - EXISTING CONDITIONS

02 41 00 DEMOLITION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

1.1 PROJECT DESCRIPTION

Perform removal of existing under eave rubberized roof sealant and dispose.

1.1.1 General Requirements

Do not begin removal until authorization is received from the Contracting Officer. Remove rubbish and debris from the project site; do not allow accumulation outside the building. The work includes removal of resulting rubbish and debris. Remove rubbish and debris from Government property daily, unless otherwise directed. Store materials that cannot be removed daily in areas specified by the Contracting Officer.

In the interest of occupational safety and health, perform the work in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.2 ITEMS TO REMAIN IN PLACE

Take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government. Repair or replace damaged items as approved by the Contracting Officer. Coordinate the work of this section with all other work indicated.

1.2.1 Facilities

1.3 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.4 QUALITY ASSURANCE

Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," conform to the safety requirements contained in ASSE/SAFE A10.6. Comply with the Environmental Protection Agency requirements specified.

1.4.1 Dust and Debris Control

Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Vacuum and dust the work area daily.

1.5 PROTECTION

1.5.1 Protection of Personnel

Before, during and after the demolition work continuously evaluate the condition of the items being demolished and take immediate action to protect all personnel working in and around the project site. No component will be allowed to be left in place without sufficient bracing, shoring, or support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.6 EXISTING CONDITIONS

Before beginning any removal/replacement work, survey the site and examine the drawings and specifications to determine the extent of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DISPOSITION OF MATERIAL

3.2.1 Title to Materials

All materials and equipment removed and not reused, shall become the property of the Contractor and shall be removed from Government property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Contracting Officer of the Contractor's removal procedures, and authorization by the Contracting Officer to begin removal. The Government will not

be responsible for the condition or loss of, or damage to, such property after contract award. Showing for sale or selling materials and equipment on site is prohibited.

3.3 CLEANUP

Remove debris and rubbish from basement and similar excavations. Remove and transport the debris in a manner that prevents spillage on streets or adjacent areas. Apply local regulations regarding hauling and disposal.

3.4 DISPOSAL OF REMOVED MATERIALS

3.4.1 Regulation of Removed Materials

Dispose of debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations with all applicable federal, state and local regulations as contractually specified in the Waste Management Plan. Storage of removed materials on the project site is prohibited.

3.4.2 Removal from Government Property

Transport waste materials from Government property for legal disposal.

-- End of Section 02 41 00 -

DIVISION 08 - Roof Diagrams

The contractor shall provide all labor, equipment, transportation, materials, tools, supervision, and other items necessary to supply and deliver and install new rubberized roof sealant.