New Hogan Dam and Lake
Prefabricated Concrete Cast Waterborne Restroom Replacement
Performance Work Statement
29 July 2026

I. GENERAL:

1. **Location -** New Hogan Lake 2713 Hogan Dam Road, Valley Springs, CA 95252

2. **Period of Performance -** This contract is a one-time requirement for the removal and installation of one (1) restroom as indicated below. The requirement will have a period of performance of 365 days from the date of award.

3. **Schedule -** All work is to be performed within normal work hours, which are 0800 to 1630 hours, Monday through Friday, unless coordinated differently with the Operations Project Manager.

4. **Authorities/Technical Direction -** The Contractor shall take no direction from any Government employee other than the Government Contracting Officer that changes the terms and conditions of this contract action, the scope or any change that impacts the cost, price, or schedule. Changes authorized by the Contracting Officer will be in the form of a written, official, signed modification to the contract action received by the Contractor before the Contractor shall act upon those changes. The Contractor shall comply with the Changes clause of this contract when the Contractor believes direction has been given from persons other than the Government Contracting Officer. Contracting Officer Representatives (CORs) are limited to the authorities stated in the COR appointment letters. If a COR is appointed under this contract, they will be appointed by written letter from the Contracting Officer to the Contractor and COR specific to this contract only.

5. **Payment -** Payment will be made in arrears at the contract unit price for quantities delivered in accordance with the pricing schedule and as described herein. Invoices shall be provided on Contractor letterhead for services rendered and include all necessary information, including any necessary supporting documentation required as part of this Scope of Work. All invoices must reflect the contract number that will be provided at the time of the award. The final invoice must be marked "FINAL." Copies of all invoices shall be provided to the following:

   An original invoice WITHOUT additional information or supporting documentation shall be mailed to:

   U.S. Army Corps of Engineers Finance Center
   ATTN: CEFC-FP
   5722 Integrity Drive
   Millington, TN 38054-5005

A copy of each invoice WITH all necessary supporting documentation as required by this Scope of Work shall be mailed to the COR at the following project site:

Attn: COR
New Hogan Lake, Valley Springs, CA
2713 Hogan Dam Road
Valley Springs, CA 95252
Name and email to be provided at the time of the award.

6. **Site Inspection -** Prior to submitting quotes, contractors are encouraged to inspect the job site to observe current site conditions, discuss project needs, and identify anything that may affect Contractor's quote. Access to project work areas will require Valid US issued "Real ID" i.e. state drivers license or State issued identification card., produce a valid form of photo identification, and must be a U.S. citizen.

7. **Technically Acceptable Requirements -** The contractor must provide specialized license and certification, such as crane operator, to install such building per manufacturer/industry standard.

8. **Pre-Work Meeting -** At least sixty (60) days prior to commencement of work, the Contractor shall contact the COR to schedule a pre-work meeting. The Prime Contractor must attend the pre-work meeting. Subcontractors may attend, but they may not represent or attend in leu of the Prime Contractor.
   During the in-person (telephonic and video conference are not allowed) pre-work meeting, the Prime Contractor shall provide the COR with the following for approval:

   a. Project Work Plan: The Contractor will prepare a Project Work Plan (PWP) that identifies in detail the work to be completed as indicated below. All work will be completed in accordance with all applicable laws, regulations and Regulatory Agency guidance or instructions. As a minimum, the PWP will include project description, project objectives, schedule, site access plan, detailed sketches and schematics.

   b. The Contractor will provide copies of Safety Data Sheets (SDS) for all chemical products to be used by the Contractor or their employees during the execution of this contract.

9. Uniform and Personal Protection Equipment (PPE) - General safety equipment includes safety shoes, work gloves and/or other additional personal safety equipment required for specific work duties.

10. Insurance - The Contractor shall procure and maintain insurance for all employees during the entire period of their performance under this contract and in accordance with the Contract Clause, "Insurance - Work on a "Government Installation":

a. Workmen's Compensation and Employers' Liability Insurance.
b. Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits.
c. Employers' Liability coverage with a minimum limit of $100,000.
d. Comprehensive Automobile Liability Insurance: Bodily Injury coverage with minimum limits of $200,000 per person and $500,000 per occurrence.
e. Property Damage Coverage with a minimum limit of $20,000 per occurrence.

11. Contractor Vehicle Identification - All Contractor vehicles shall be identified with the company name or logo conspicuously displayed on door panels. Professionally made magnetic signs or pressure sensitive decals may be used to comply with this specification.

The Contractor shall submit a copy of all federal and/or state applicable licenses and certifications prior to the commencement of work. The Contractor and all employees will be licensed and permitted to operate all equipment necessary to complete work under this contract. All required licenses and permits to operate will be the responsibility of the Contractor.

12. Government Responsibilities:

a. The Government will not be responsible for any loss, damage, or theft of Contractor items.

b. The Government will not furnish any storage facilities at project site for use by Contractor to store supplies and equipment.

13. Contractor Responsibilities:

a. The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to Government property, the Contractor shall replace or repair the damaged property at no expense to the Government as directed by the Contracting Officer. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost for repair/replacement of damaged items at no additional cost to the Government.

b. Work to be performed is within the boundaries of land administered by the U.S. Army Corps of Engineers. Contractor is subject to all Title 36 regulations while completing work under this contract. No special provisions or entitlements will be granted to Contractor.

c. Contractor shall maintain satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. Contractor shall remove employees for cause, to include, but not limited to, misconduct in

performance of duty under these specifications and/or conduct contrary to the best interests of the Government.

d. Proper and safe disposal of all wastes generated during the performance of this contract shall be the responsibility of the Contractor. The Contractor shall dispose of waste materials off-site at approved locations in accordance with all applicable State and County sanitation regulations at their own expense.

14. Accident Prevention Plan:

a. The Contractor shall obtain the USACE Project Safety Officer's acceptance of the Accident Prevention Plan BEFORE starting any on-site work.

b. The Contractor shall use a qualified Safety and Health Manager (SHM) to prepare the written site-specific Accident Prevention Plan (APP) in accordance with the format and requirements of USACE EM 385-1-1. Cover all paragraph and subparagraph elements in Appendix A of USACE EM 385-1-1 "Minimum Basic Outline for Preparation of Accident Prevention Plan." Activity Hazard Analyses (AHAs) shall be appended to the APP.

c. The Contractor shall develop an Injury and Illness Prevention Program (IIPP) for projects within the State of California as an appendix to the APP. Where a paragraph or subparagraph element is not applicable to the work to be performed, indicate "Not Applicable" next to the heading. The APP shall be job specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program (SHP). Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the Subcontractors. The Contractor is responsible for informing their Subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting Subcontractor operations to ensure that accident prevention responsibilities are being carried out. The Contractor, COR, and Site Safety and Health Officer (SSHO) shall sign the APP.

d. The Contractor shall submit the APP to the USACE Project Safety Officer within 10 days of award. The Government will review the documents within 10 days. The Contractor shall resubmit the documents, with any requested changes, within 5 days of request.

e. The Contractor's APP and subsequent activities shall comply with the following referenced documents (most current version, if different than the date referenced), at a minimum:
    i. EM 385-1-1, USACE Safety & Health Requirements Manual, EM 385-1-1, EM 385-1-1. http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf?ver=2015-04-09-142531-467
    ii. Title 29 Code of Federal Regulations (CFR) 1910, Occupational Safety and Health Standards.
    iii. 29 CFR 1926.65/29 CFR1910.120, Hazardous Waste Operations and Emergency Response.
    iv. USACE, Safety and Occupational Health Document Requirements for Hazardous, Toxic and Radioactive Waste (HTRW) Activities, ER 385-1-92.
    v. NIOSH/OSHA/USCG/EPA, Occupational Safety and Health Guidance Manual for Hazardous Waste Activities.
    vi. 8 CCR Chapter 4 Subchapter 7, General Industry Safety Orders.
    vii. 8 CCR Sections 3203 & 1509, Injury and Illness Prevention Program.
    viii. OSHA ancillary safety and health regulations governing certain aspects for this contract include:
    ix. Respiratory Protection (29 CFR 1910.134/8 CCR Section 5144)
    x. Occupational Noise Exposure (29 CFR 1910.95/8 CCR Sections 5095-5100)
    xi. Hazard Communication (29 CFR 1910.1200/29 CFR 1926.59/8 CCR Section 5194)
    xii. The Control of Hazardous Energy (Lockout/Tag-out) (29 CFR 1910.147)
    xiii. Proposition 65 (22 CCR Section 12000) Chemicals Know to the State to Cause Cancer or Reproductive Toxicity

15. Antiterrorism and Operational Security

a. General Security Requirements and Guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated COR. Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of

training, the Contractor shall provide written documentation (e.g., email or memorandum) to the COR. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

b. Antiterrorism (AT) Level 1 Training: All contract personnel requiring routine access to Army installation, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level 1 awareness training.

c. Physical Security and Access Control Requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US will be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the COR.

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

e. Pre-screen Candidates Using E-Verify Program: Contractors shall comply with the requirements set forth in Revolutionary Federal Acquisition Regulations (FAR) Overhaul (RFO) clause 52.222-54 Employment Eligibility Verification and RFO Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with RFO 22.1802-1(b) An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals shall be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

II. SCOPE OF WORK

1. Overall Project Description: Work to be performed in the following location: Acorn Campground, New Hogan Lake, Valley Springs, CA. Work shall include removing one existing waterborne restroom identified by the COR; removal/disposal of any and all debris associated with the project to an offsite location; purchase and placement of one (1) new prefabricated concrete cast waterborne restroom; connection to existing utilities to include water, electrical and sewer. Includes delivery to the location, final utility connections, which shall include all associated incidental requirements to complete installations that meet Americans with Disabilities Act (ADA) requirements and state and national building codes.

2. Prefabricated concrete pad:

a. Contractor is required to prepare site for installation of a prefabricated concrete structural pad that meets State requirements and Industry Standards of placing a prefabricated restroom onsite.

b. Prefabricated concrete pad shall be approximately 27x33 feet and the depth shall meet State requirements and Industry Standards of building code.

c. Contractor is required to perform an onsite inspection of the project site to obtain accurate measurements of the pad. Measurements will be verified for accuracy by the COR.

3. Prefabricated Concrete Cast Waterborne Restroom:

a. Restroom shall be a prefabricated concrete cast, multi-user shower/flush building with standard simulated cedar shake roof and barn wood wall texture and fit into a 26 x 30 footprint.

b. Building shall include unisex restroom and shower facilities separate from each other, minimum of four (4) individual unisex restroom/shower combos, utility/maintenance access chase not to exceed 1,000 square feet.

c. Restroom shall be two tone color scheme (Java Brown for roof and Western Wheat for walls, or similar).

d. Exterior walls: Exterior walls on the unit shall be Barnwood texture.

e. Doors: Doors and frames shall be galvanized steel with a minimum 16-gauge thickness.

    i. The utility/maintenance chase shall have an exterior pull handle and a deadbolt keyed on outside and handle on the inside.

    ii. Each unisex restroom/shower combo exterior door shall have deadbolts keyed on the outside and blank face on the inside.

    iii. All exterior doors except the utility Maintenance chase door shall have Non-locking ADA Handles.

    iv. All exterior doors shall have Best Lock "8T Deadbolt" in Satin Chrome finish locking deadbolts with CORMAX cores and keyed alike. Four keys shall be keyed to the code used for the exterior locks and two core removal keys shall be provided.

f. Fixtures: All plumbing fixtures shall be stainless steel. Building shall have interior and exterior lighting fixtures.

g. Showers shall have ADA benches and handrails.

h. Electrical/Electrical Service: All electrical components shall meet current building code and equipment shall be Underwriters Laboratory (UL) listed.

    i. The restroom shall have its electrical needs serviced by single phase 240 volts with a 200amp electrical panel provided

    ii. Each unisex restroom/shower combo shall have warm air, ADA compliant, vandal resistant wall mounted hand dryer.

    iii. Each unisex restroom/shower combo shall have a minimum of six (4) exhaust fans.

    iv. Each unisex restroom/shower combo shall have a Ground Fault Circuit Interrupter (GFCI) outlet, and two (2) in the utility/maintenance chase.

v. All interior and exterior lighting shall be energy efficient Ligh -Emitting Diode (LED).

vi. Restroom shall have photocell controlled exterior lights.

vii. Restroom shall have motion controlled interior lights.

viii. Each unisex restroom/shower combo shall have a 3-roll toilet paper holder

ix. Each unisex restroom/shower combo shall have one floor drain connected to the sewer line, and one in the utility/maintenance chase.

x. Showers shall have ADA shower control unit – 14-gauge, type 304 stainless steel recessed shower panel with 2.5 gallons per minute (gpm) flow rate, pressure balancing valve, recessed soap dish, high low diverter valve, and high low integral stainless steel shower heads.

xi. Each unisex restroom/shower combo shall have a minimum 18" x 36" stainless steel vandal resistant mirror.

xii. Stainless steel windows and weld plates on each unisex restroom/shower combo

xiii. Two (2) 80-gallon electric hot water heaters.

xiv. Each unisex restroom/shower combo shall have ADA grab bars. The number and location shall be determined by ADA requirements.

xv. Restroom shall have all required ADA signage.

xvi. Restroom shall have at a minimum (1) hose bib in utility/maintenance chase.

xvii. Restroom shall have (1) locking hose bib on front side of building.

xviii. Restroom shall have ADA drinking fountain on exterior wall.

xix. Restroom shall have skylights to provide adequate natural lighting for interior.

xx. Matching two-tone paint touch-up kit shall be included.

4. Warranty: Contractor must provide a warranty against defects in all materials used and/or workmanship for a minimum period of 1 years.

III. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. Monitoring Performance. During the course of the evaluation period, the COR will track Contractor performance. Interim (mid-term) evaluations may be provided to identify strengths and weaknesses in the Contractor's performance during the period being evaluated. At the end of the period, the COR will assess the Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP) and report to the Contracting Officer.

2. Contractor Self-Assessment. Following each evaluation period, the Contractor may provide a written self-assessment of its performance to the COR to be considered in its report to the Contracting Officer. The self-assessment shall be submitted not later than 5 working days after the end of each evaluation period. The self-evaluation shall not exceed 1 page per PRS element. The self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The self-assessment itself will NOT be the basis for the payment re-calculation determination.

3. COR Recommendation. The COR will consider all evaluations and any other pertinent information, including Contractor self-assessment, and will prepare a report to the Contracting Officer with findings and recommendations. The Contractor will be provided a copy of the draft findings and recommendations of the COR and will be afforded the opportunity to identify factual errors. The COR's draft recommendation is not subject to negotiation, and the COR will not engage in discussions with the Contractor. Any errors identified by the Contractor will be addressed by the COR in its final report. The Contractor will be provided a copy of the final COR report at the same time the report is submitted to the Contracting Officer.

4. Payment Determination. The Contracting Officer may meet with the COR to discuss the COR's report. The Contracting Officer will make a final determination in writing as to the percentage of work successfully completed, and the resulting payment to be made. A copy of the determination will be provided to the Contractor no later than 45 calendar days after the end of the period being evaluated. All Contracting Officer decisions regarding payment re-calculations are unilateral decisions made solely at the discretion of the Government.

5. Payment Re-Calculations. Notwithstanding any other clause of this contract, payment re-calculations will be made within 60 days after the end of the evaluation period or 30 days after receipt of an approved invoice.

6. The Quality Assurance Surveillance Plan is one evaluation method the government uses to surveillance performance to determine whether the Contractor meets the standards of performance as defined in the PWS. The absence of a QASP for any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract in determining the quality of the Contractor performance.

Table 1 – QASP:

Performance Requirement Summary (PRS)	Acceptable Quality Level (AQL)	Means of Measurement	Remedy
Contractor shall comply with the Performance Work Statement Tasks as outlined in Part II, Scope of Work.	**a. Timeliness -** 100% Completion of all tasks in accordance with provided schedules. **b. Quality -** All work is performed to an industry standard 95% of the time	Periodic or 100% Surveillance Inspection by the Government Customer Compliant	Contractor shall re-perform at no additional cost to the government until AQL is reached.