STATEMENT OF WORK
Buckhorn Lake Debris Clean Up

Project Location:
Buckhorn Lake
804 Buckhorn Dam Road
Buckhorn, Kentucky 41721

1. GENERAL REQUIREMENTS

The purpose of this contract is to remove and dispose of eligible waterway debris in and on the banks of Buckhorn Lake. All actions and processes used shall be in full compliance with all applicable local, state, and Federal policies, regulations, and laws. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other non-personal services necessary to perform debris removal, quality control, planning, and reporting as defined in this SOW, except for those items specified as Government-furnished property and services. The Contractor shall perform to the standards in this contract. All debris management work shall be accomplished in the most efficient and effective manner appropriate for the applicable waterway in accordance with the contract provisions.

2. REQUIREMENTS FOR WATERWAY DEBRIS REMOVAL

The Contractor shall provide for debris removal and disposal of approximately 16,000 cubic yards of eligible waterway debris from Buckhorn Reservoir in Perry County, KY, as directed by the contracting officer (KO).

The work shall consist of pickup, separating, removing, reducing, and dumpsite management of all eligible waterway debris. Work shall include the following:

a. Retrieving the debris.
b. Hauling the eligible debris to the appropriate dumpsite(s).
c. Examining and sorting debris to determine whether eligible debris is vegetative, construction and demolition (C&D), mixed, or white goods.
d. Reducing vegetative debris.
e. Construction and demolition (C&D), mixed, or white goods shall be segregated and disposed of at permitted landfill as directed by the COR.
f. Household Hazardous Waste (HHW) consists of common household products that contain corrosive, toxic, ignitable, or reactive ingredients. Because this material is frequently found intermingled with floating waterway debris, the Contractor must be prepared to segregate it.
    a. **Examples of HHW include but are not limited to:** Paint cans (latex or oil-based), solvents, cleaners, motor oil, antifreeze, pesticides, fertilizers, batteries (lead-acid or lithium), aerosol cans, propane tanks, and unknown liquid chemicals in drums or consumer packaging.
    b. **Handling Restriction:** HHW is strictly prohibited from being chipped, incinerated, or co-mingled with Vegetative or C&D debris.
    c. **Segregation and Disposal:** The contractor shall safely extract HHW from any debris gathered and place it in a designated staging area identified by the Contracting Officer's Representative (COR). Once the HHW is safely staged at the designated location, the Government will assume responsibility for its final removal, transport, and disposal. The Contractor is not responsible for the disposal fees associated with HHW.
g. Titled property, such as, but not limited to automobiles, boats, trailers, Conex boxes, and recreational vehicles, are not anticipated on this project and no pay item for these will be utilized.
h. Only eligible debris within the defined area shall be loaded, hauled, or dumped under this contract. The Contractor is liable for all ineligible debris handled during the life of this contract.

i. Sediment, Soil, and Rocks shall not be removed under this contract and is considered ineligible debris.
j. Removal of Hazardous Trees – No removal of "hazard" trees on this contract. Should the Contractor identify a tree they believe poses an immediate hazard to operations or public safety, they shall cease work in the immediate vicinity and notify the COR immediately. The COR will be responsible for making a final determination and coordinating the disposition of the hazardous tree.

The debris within Buckhorn Reservoir consists mainly of woody debris with some light floating trash. Debris is concentrated along the shorelines at summer pool and higher elevations. **The area for debris removal shall start at the dam and move upstream to the Leatherwood Branch**. If this area is fully cleared and the number of cubic yards has not been reached, debris removal shall continue working upstream.

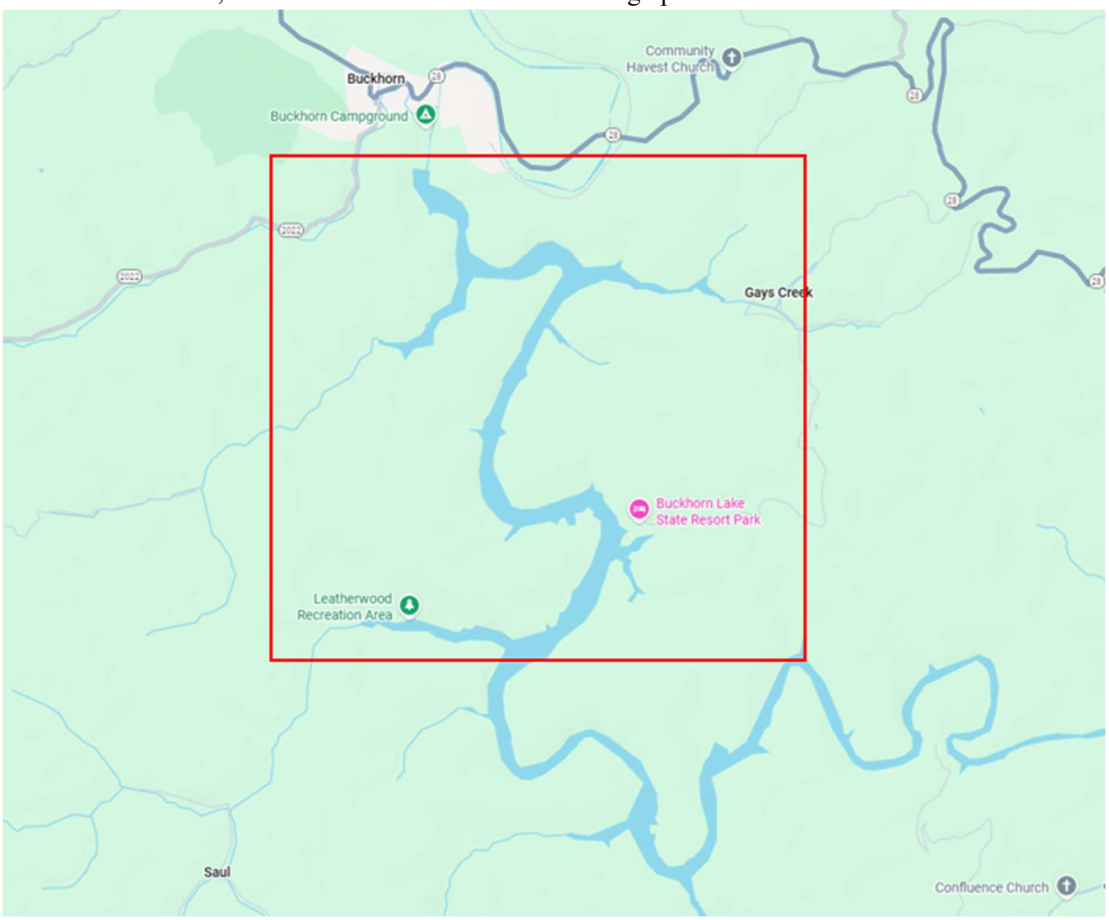

Figure 1. Buckhorn Reservoir – Area of focus for debris removal.

Ideally, the debris removal will occur at an elevation above Summer Pool as the debris is concentrated above this elevation. A significant pool rise will float debris along the shoreline and provide more access and efficiency for debris removal. Winter drawdown is typically from November through May, where Elev 740 is targeted. This is a period of high runoff and typically have a high pool in February through March. There is little submerged debris, and **focus shall be floating debris and that deposited along the shoreline up to approximate elevation 825 ft**. Debris removed above the 825 ft elevation mark shall not be paid through this contract. The Period of performance will encompass 2 flood seasons to give the contractor ample opportunity to work during high water conditions.

Pool	Elevation (ft.)
Winter Pool	740
Summer Pool	782

Flood Pool	840
Flowage Easement	845

Table 1. Buckhorn Reservoir Pool Elevations

No action shall be taken that will compromise the integrity and stability of the banks or result in undue erosion of the banks when removing debris. **No cutting of live trees is permitted, and there shall be no disturbing of live vegetation.** Areas that have private structures above the flowage easement should be avoided and no work performed.

2.1. If needed, The Contractor shall identify, develop and operate temporary off-loading sites (TOLS) that are approved by the COR. The Contractor shall obtain any permit(s) that may be required for the TOLS (e.g., permits for siting, operation monitoring, closure, and post-closure care requirements). The Contractor shall comply with the terms and conditions of any such permits or approvals. The Contractor is responsible for identifying and determining access to TOLS on public property such that the Debris removed from waterways/wetlands can be safely loaded into trucks for transport to a final disposal site or recycling facility.

2.2. The work will be for a firm fixed price at mutually agreed estimated quantities. The estimated amount of debris to be removed under this contract is not guaranteed. The unit price on the individual schedule of services will be used for payment.

2.3. The Contractor shall document the current conditions of all roadways along the haul routes. A representative of the USACE field personnel shall be notified of the results of the inspection.

2.4. It is recommended that the Contractor document the current condition of private roads where debris removal is conducted, for those roads where ROE is required. Private roads are those that are not owned by, or operated by, or otherwise the legal responsibility of a public entity such as orphan roads, roads in gated communities, or homeowners' association roads. It is recommended that the Contractor document the condition through photograph or video record of condition, date(s) of debris removal, location/address of road, ROE, and owner information.

2.5. The location of the debris reduction site will be determined by the contractor and approved by the COR. This site may be on land or on barges in the lake. All vegetative and C&D debris will be hauled to this site. The methods of reduction, for vegetative debris only, will be by incineration or chipping.

2.6. The contractor shall be responsible for final disposal of chips and/or ash residue either through spreading, landfill operations or recycling/beneficial use if Air Curtain Incineration is used for reduction. Disposal of non-burnable debris and ash residue shall be made in accordance with current state, federal, and local regulations.

2.7. The contractor shall be responsible for final disposal of all construction and demolition debris and all white goods debris to an off-site landfill or recycling area. All construction and demolition debris and white goods debris shall be separated into its own container for verification purposes.

2.8. The Contractor shall construct all necessary and appropriate reduction sites, managing the operation of the reduction sites, performing debris reduction by burning, air curtain incineration and/or reduction by mechanical means using chippers, grinders, shredders, separation of debris, and final debris disposal. Contractor shall return the reduction site to original conditions upon completion of reduction activities. This requirement includes post use environmental testing.

2.9. Once all debris has been removed and additional requests for emergency debris removal are not anticipated, the contractor will complete the de-mobilization process as directed by the KO.

2.10. The contractor shall be responsible for correcting any notices of violation issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract.

2.11. The Contractor shall provide all labor, equipment, and material for vegetative dumpsite management and debris reduction operations. This requirement shall include all items necessary to perform on-site maintenance and logistical support operations.

2.12. Debris reduction by incineration. If thermal reduction is authorized by the KO, the Contractor shall notify the COR of the need to commence incineration operations. When incineration is called for the preferred method of reduction will be by air curtain incineration, however, other incineration methods capable of delivering a reduction of similar capacity will be considered. There are safety protocols for incineration applicable to controlled burn/incineration activities particular to each county. The contractor will submit a safety plan and permits approved by the proper Federal, State, or County authority to the COR before incineration activities commence. If reduction by incineration is not possible due to burn bans by the local government then the contractor shall continue reduction using other means.

2.13. Burning operations require a **100-foot clearance for the stockpile** and a **300-foot clearance for structures**. Ash generated through combustion of vegetative debris will be appropriately sampled and analyzed for the Toxicity Characteristic (TC). The ash must be tested using the Toxicity Characteristic Leaching Procedure (TCLP, Method 1311 of SW-846) pursuant to 40 CFR § 261.24 (a). If any ash is determined to be hazardous, it must be managed pursuant to RCRA Subtitle C.

Table 2. List of TC Contaminants and Regulatory Levels Found in 40 CFR 261.24.

EPA HW No.[1]	Contaminant	CAS No.[2]	Regulatory Level (mg/L)
D004	Arsenic	7440-38-2	5
D005	Barium	7440-39-3	100
D018	Benzene	71-43-2	0.5
D006	Cadmium	7440-43-9	1
D019	Carbon tetrachloride	56-23-5	0.5
D020	Chlordane	57-74-9	0.03
D021	Chlorobenzene	108-90-7	100
D022	Chloroform	67-66-3	6
D007	Chromium	7440-47-3	5
D023	o-Cresol	95-48-7	[4] 200.0
D024	m-Cresol	108-39-4	[4] 200.0
D025	p-Cresol	106-44-5	[4] 200.0
D026	Cresol		[4] 200.0
D016	2,4-D	94-75-7	10
D027	1,4-Dichlorobenzene	106-46-7	7.5
D028	1,2-Dichloroethane	107-06-2	0.5
D029	1,1-Dichloroethylene	75-35-4	0.7
D030	2,4-Dinitrotoluene	121-14-2	[3] 0.13
D012	Endrin	72-20-8	0.02
D031	Heptachlor (and its epoxide)	76-44-8	0.008
D032	Hexachlorobenzene	118-74-1	[3] 0.13
D033	Hexachlorobutadiene	87-68-3	0.5
D034	Hexachloroethane	67-72-1	3
D008	Lead	7439-92-1	5
D013	Lindane	58-89-9	0.4
D009	Mercury	7439-97-6	0.2
D014	Methoxychlor	72-43-5	10
D035	Methyl ethyl ketone	78-93-3	200
D036	Nitrobenzene	98-95-3	2
D037	Pentachlorophenol	87-86-5	100

D038	Pyridine	110-86-1	[3] 5.0
D010	Selenium	7782-49-2	1
D011	Silver	7440-22-4	5
D039	Tetrachloroethylene	127-18-4	0.7
D015	Toxaphene	8001-35-2	0.5
D040	Trichloroethylene	79-01-6	0.5
D041	2,4,5-Trichlorophenol	95-95-4	400
D042	2,4,6-Trichlorophenol	88-06-2	2
D017	2,4,5-TP (Silvex)	93-72-1	1
D043	Vinyl chloride	75-01-4	0.2

2.14. All work shall be accomplished in a safe manner in accordance with EM385-1-1 and OSHA standards. Note the requirements for mishaps and accident investigation and reporting. Accidents shall be investigated, and reports completed by the immediate supervisor of the employee(s) involved and reported to the KO or COR immediately and the accident report submitted on ENG Form 3394 within one working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

2.15. The contractor shall use equipment and perform work in a manner to prevent damages to private property and public infrastructure facilities. The contractor shall repair any damages caused by the contractor's equipment as a result of contractor's negligence in a timely manner at no additional expense. All equipment shall be approved by the COR prior to use. Any damage to private property, public infrastructure facilities, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.

3. DEBRIS CLASSIFICATION

A. Eligible vegetative debris consists of fallen trees, limbs, and other natural woody material that is not rooted and is located within the specified work area. Ineligible debris includes, but is not limited to, sediment, soil, rocks, hazardous trees, and privately owned property.

B. Construction and demolition debris can be defined as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

C. White goods can be defined as refrigerators, freezers, washers, dryers, air conditioners, etc.

4. SUBMITTALS

Prior to the pre-work conference the contractor shall submit:

A. Work Plan for how the work will be scheduled and accomplished

B. Ingress/Egress Plan

   a. Narrative describing the planned points of entry and exit from the waterways.

   b. Narrative describing any site prep and site restoration to be performed at the points of entry and exit, including but not limited to stabilization, environmental protection, and implementation of Best Management Practices.

   c. Map identifying the location with GIS tag for location of entry and exits from waterways

C. Locations of Temporary off-loading sites if needed.

D. All items that are identified in section 7 of the specifications below.

E. By 1000 each day the contractor shall report to the COR and TPOC the amount of debris removed in cubic yards the day before. The Contractor shall submit this information using a standardized spreadsheet or tabular format to allow the Government to easily track daily progress against cumulative project totals.

An example of this report is given in **Figure 2**. If no work was performed the prior day, then no report is required. This report shall include:

a. Date of Operations
b. **Daily Vegetative Debris Verified (CY):** Volume of raw vegetative debris collected and verified by the Government via Load Call for the reporting day.
c. **Cumulative Vegetative Debris Verified (CY):** Total volume of raw vegetative debris verified project-to-date.
d. **Daily Vegetative Debris Reduced (CY):** Volume of raw vegetative debris processed via incineration or chipping for the reporting day.
e. **Cumulative Vegetative Debris Reduced (CY):** Total volume of raw vegetative debris processed project-to-date.
f. **Daily Residual Material Disposed (CY):** Volume of reduced material (ash or mulch) permanently disposed of in an approved manner for the reporting day.
g. **Cumulative Residual Material Disposed (CY):** Total volume of reduced material (ash or mulch) permanently disposed of project-to-date.
h. **Daily C&D / White Goods Verified (CY):** Volume of Construction & Demolition and White Goods debris verified by the Government for the reporting day.
i. **Cumulative C&D / White Goods Verified (CY):** Total volume of C&D and White Goods debris verified project-to-date.
j. **Daily C&D / White Goods Disposed (CY):** Volume of C&D and White Goods debris hauled off-site and disposed of at an approved facility for the reporting day.
k. **Cumulative C&D / White Goods Disposed (CY):** Total volume of C&D and White Goods debris hauled off-site and disposed of project-to-date.

Buckhorn Lake Debris Clean Up
Daily Operations Report

Date of Operations: _____

Contractor Name: _____

Prepared By: _____

Debris Category	Daily Amount (CY)	Cumulative Amount to Date (CY)
Vegetative Debris Verified Raw volume collected & verified		
Vegetative Debris Reduced Raw volume processed via incineration/chipping		
Residual Material Disposed Reduced material/ash permanently disposed		
C&D / White Goods Verified Volume verified by Government		
C&D / White Goods Disposed Volume hauled off-site		

Notes / Issues Encountered:

_____

_____

Figure 2. Example daily report format.

5. DEBRIS MEASUREMENT, VERIFICATION, AND REDUCTION

A. Equipment Certification and Placarding

Prior to the commencement of operations, the Contractor shall present all hauling containers (e.g., dump trucks, roll-off containers, barges, hoppers) to the Contracting Officer's Representative (COR) or designated Government Inspector for volumetric certification.

a. The Government will measure the interior dimensions of each container to calculate its maximum

cubic yard (CY) capacity.

b. Each approved container will be assigned a unique identification number.

c. The Contractor shall clearly mark this ID number and the certified maximum CY capacity on both sides of the container in highly visible lettering.

B. Point of Measurement and Void Space Deductions

Payment for eligible debris removal will be volumetric (unit price per Cubic Yard), based on the volume of raw, unreduced debris.

a. All measurements and "Load Calls" must be conducted at the designated staging/reduction area prior to the debris being loaded into a chipper, grinder, or incinerator/Air Curtain Destructor (ACD).

b. The COR or Government Inspector will conduct a visual inspection of the loaded container. Because vegetative debris inherently contains void spaces (empty air between logs and branches), the Inspector will estimate the percentage of the container filled with actual debris and apply a void space deduction. (e.g., A 100 CY container visually assessed as containing 20% void space will be recorded and paid as an 80 CY load).

c. The visual assessment and final CY determination made by the Government Inspector is final and binding. No material shall be chipped or incinerated until a Load Call has been completed and a ticket issued.

C. Inspector Access and Transfer to Burn Barge

If reduction/inspection area is on the water, then:

a. The Contractor shall provide safe access for the Government Inspector to view and verify the hopper loads. If inspections are to be conducted on the water, the Contractor shall provide a safe vessel and pilot to shuttle the Inspector to the active work site as needed.

b. Transfer: Only *after* the Load Call is complete and the load ticket is signed may the Contractor utilize an excavator/crane to transfer the measured debris from the floating hopper into the reduction machine.

D. Load Ticketing Process

No payment shall be made for any debris removed without a fully executed Load Ticket.

a. The Government Inspector will issue a load ticket for each container load immediately prior to the material being dumped for reduction.

b. The ticket shall document: Date, Time, Container ID Number, Certified Max Capacity, Assessed Fill Percentage (accounting for voids), and the Final CY awarded.

c. Both the Contractor's operator and the Government Inspector must sign the load ticket at the time of the Load Call. Copies of all validated tickets must accompany the Contractor's invoices.

E. Debris Reduction and Final Disposal

The Contractor shall be responsible for reducing all verified eligible vegetative debris via either mechanical chipping or controlled incineration, followed by the lawful disposal of all residual materials (mulch or ash).

1. **Option A: Mechanical Chipping and Mulch Management**

   If the Contractor elects to reduce vegetative debris via chipping, the resulting mulch shall be managed using one or both of the following approved methods:

   - **On-Site Spreading:** Chips may be broadcast evenly along the bank of Buckhorn Lake, strictly remaining below the 810-foot elevation mark. The Contractor must ensure the spread material is leveled so that no pile or accumulation exceeds a maximum height of 18 inches.
   - **Off-Site Disposal:** Any chips not spread within the approved on-site footprint must be transported off-site and disposed of at a licensed commercial landfill or approved organic recycling facility at the Contractor's expense.

2. **Option B: Incineration Operations**

   If the Contractor elects to reduce vegetative debris via incineration, operations must utilize Air Curtain Destructors (ACDs) or other Government-approved controlled burning methods. All burning operations must strictly comply with Kentucky Department for Environmental Protection (KDEP) air quality

standards and all local fire regulations.

a. **Ash Management, Testing, and Disposal**

All residual ash resulting from incineration operations shall be managed according to the following strict protocols:

- **Cooling and Environmental Testing:** Ash must be allowed to cool completely prior to handling. Before any final disposal (whether on-site or off-site), the Contractor shall coordinate and fully fund environmental testing of the ash stockpile to certify it meets KDEP standards for non-hazardous waste.
- **On-Site Disposal (Clean Ash):** Ash that successfully passes environmental testing may be disposed of on-site at the designated spillway area. If this option is chosen, the Contractor shall spread the ash evenly, ensuring the material depth does not exceed 6 inches at any point.
- **Off-Site Disposal (Clean Ash):** Alternatively, the Contractor may elect to transport ash that has passed environmental testing off-site for final disposal at a licensed commercial landfill at their own expense.
- **Off-Site Disposal (Failed Ash):** In the event that ash fails KDEP environmental testing, it shall not be disposed of on Government property under any circumstances. The Contractor shall be solely responsible for the safe removal, transportation, and lawful disposal of the contaminated ash at a permitted off-site facility in accordance with all local, state, and federal regulations.

6. INVOICING AND PAYMENT PROCEDURES

A. **Invoice Preparation and SAM Alignment**

The Contractor shall ensure that all invoices reflect the exact company name, physical address, and UEI/CAGE code as actively registered in the System for Award Management (SAM.gov). All invoices shall be submitted through RMS.

B. **Draft Invoice Review Process**

Prior to submitting a formal invoice for payment, the Contractor shall submit a draft invoice to the Contracting Officer's Representative (COR) for review.

- This draft must be accompanied by all necessary supporting documentation, including but not limited to: consolidated Daily Operations Reports and all corresponding, fully executed Load Tickets for the billing period.
- Once the COR has reviewed the draft invoice and mutually agreed upon the verified quantities, the Contractor is authorized to submit the formal invoice for payment processing through the contract's designated payment system (e.g., PIEE/WAWF).

C. **Progress Payments**

The Government will make progress payments to the Contractor as work progresses. The Contractor may submit requests for progress payments subject to the following conditions:

- Invoices shall be submitted no more frequently than bi-weekly (every 14 calendar days).
- The requested payment amount must be $2,500.00 or greater.
- All progress payments are subject to review and final approval by the Contracting Officer.

D. **Retainage (15% Withholding)**

The Government will withhold a retainage of fifteen percent (15%) from the total value of each approved progress payment. This accumulated 15% retainage will be released and paid to the Contractor only after the COR has verified that all debris has been completely reduced, the residual material (ash/mulch) has been lawfully disposed of in accordance with this SOW, and the Government has conducted a successful final site inspection.

BUCKHORN LAKE DEBRIS CLEAN UP
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SPECIFICATIONS/DESCRIPTION

1. Project Information.

Perform debris removal, quality control, planning, and reporting as defined in this Scope of Work at Buckhorn Lake, 804 Buckhorn Dam Road, Buckhorn, KY 41721

2. Performance Work Statement.

The purpose of this contract is to remove and dispose of eligible waterway debris in and on the banks of Buckhorn Lake. All actions and processes used shall be in full compliance with all applicable local, state, and Federal policies, regulations, and laws. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other non-personal services necessary to perform debris removal, quality control, planning, and reporting as defined in this SOW, except for those items specified as Government-furnished property and services. The Contractor shall perform to the standards in this contract. All debris management work shall be accomplished in the most efficient and effective manner appropriate for the applicable waterway in accordance with the contract provisions.

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3. Technical Point of Contact (TPOC):

Richard Walz
U.S. Army Corps of Engineers
Project Engineer
502-315-6698

4. Pre-Work Conference:

The contractor will be required to attend a pre-work conference prior to beginning work during which the Contractor's plan of work, safety procedures, start date and other items in this contract will be discussed.

5 . Working Hours.

a. Normal working hours, except as otherwise specified herein, will be Monday through Friday, 7:00 a.m. to 4:00 p.m. Eastern Standard Time. Work inside Government buildings or other secured areas will be performed during the above referenced work hours. Work that interferes with other ongoing functions at the project will be scheduled around normal working hours, as specified by the Project Manager.

Holiday Work. The eleven (11) Federal holidays observed are:

New Year's Day (January 1st)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Juneteenth Day (June 19)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

When one of the above designated holidays falls on a Sunday, the following Monday is observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday. Work will be scheduled around the above listed Federal holidays except as specified herein or as approved by the TPOC.

b. Inclement Weather Work.

The Contractor will maintain the schedule of services regardless of inclement weather. Exceptions may be approved by the TPOC when severe conditions make it impractical or dangerous to perform the work.

6. Contract Start and Completion Dates.

Work under this contract will begin within 14 calendar days of Notice to Proceed (NTP) and complete within 720 calendar days after receiving the NTP.

7. Contractor Submittals.

Unless otherwise specified, the Contractor will submit the following information to the COR utilizing RMS prior to the pre-work conference for this contract:

a. Contractor Representatives. List of names of Contractor Representatives.
b. Accident Prevention Plan (APP). See EM 385-1-1 for the mandatory ENG Form 6293 (Accident Prevention Plan Worksheet).
c. Emergency Contacts. A prioritized list, including phone numbers, of those persons (normally Contractor Representatives) to call in case of emergencies.
d. Operators. A list of names of qualified equipment/vehicle operators, including experience, training and qualification to operate specific equipment.
e. Certificate of Insurance.
f. Performance Bond. (where applicable)
g. Security Requirements.

8. Permits and Licenses.

The Contractor will obtain, at own expense, any required licenses, permits or certifications necessary to perform the specified services. Required licenses, permits and certifications will be kept current during the period the work is performed. The Contractor is also responsible for any and all costs associated with the training of Contractor personnel to acquire and maintain valid licenses, permits or certifications necessary to perform the contract services specified herein. The Contractor, Contractor personnel and any persons acting on behalf of the Contractor will comply with all applicable Federal, State and local laws and regulations; including any subsequent changes to these laws and regulations.

Minimum Personnel and Training Requirements. The Contractor will provide an adequate number of fully trained and qualified personnel to perform the work specified herein. Contractor personnel will be properly trained to perform their assigned work in a safe and effective manner. Training will include, but is not limited to instruction on the proper and safe use and operation of Contractor equipment and any Contractor provided tools, supplies and materials required to perform the specified services. Only properly trained and qualified employees will be used in the performance of services specified herein. The Contractor will also assume responsibility for training or Orienting Contractor personnel to perform the services specified in the contract. In the event the Contracting Officer or his/her Authorized Representative determines that the Contractor does not have a qualified employee performing the specified work, the Contractor will be required to provide qualified personnel, or subcontract the work to a person or persons who are trained and qualified to perform the work. The Contractor acknowledges that the employment of undocumented migrant workers to perform services under this contract will not be permitted.

9. Identification of Contract Employees and Vehicles.

All Contractor employees will be in good appearance while performing services. Employees must wear long pants, shirt with no vulgar or obscene graphics with at least sleeves equivalent of a t-shirt, and durable work type shoes. Vehicles and any motorized equipment utilized for transportation will be in good operating condition with no display of obscene or vulgar material such as stickers, flags, or etc. Vehicles will be maintained in accordance with federal, state, and local laws.

10. Safety Requirements.

a. General. Performance of all services will assure complete safety to public visitors, Contractor employees, and all other persons in the area. The Contractor will comply with any pertinent requirements contained in the Corps of Engineers Safety Manual (EM 385-1-1), current at the time of award and any subsequent revisions to that document. Furthermore, the Contractor will comply with pertinent occupational safety and health standards for general industry (29 CFR Part 1910) as required by the Occupational Safety and Health Administration (OSHA). If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the TPOC or any other project employee may stop all or part of the work until satisfactory corrective action has been taken.

No part of the time lost due to any such work stoppage will be made subject to any claims for extension of time or for excess costs or damages sustained by the Contractor. Also, the Contractor will not be paid for work not performed as a result of the stop order.

b. The Contractor will comply with the Occupational Safety and Health Act (OSHA), the Corps of Engineers Manual, EM 385-1-1, https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf or latest version and as otherwise stated herein. Special attention will be given to the requirements for safety meetings.

The Contractor will inform the TPOC a minimum of 7 calendar days prior to a Contractor monthly safety meeting, to permit a Government representative to attend.

c. Accident Prevention Plan (APP). The Contractor will prepare an Accident Prevention Plan to assure that requirements of the safety program are provided as specified. This plan must be accepted by the Contracting Officer prior to commencement of any work. One copy of the Accident Prevention Plan will be provided to the Contracting Officer and the TPOC one week prior to the pre-work conference. The Accident Prevention Plan must be written in English and articulate the specific work, work process, equipment, and materials to be used, hazards pertaining to the contract work, and the control measures that will be implemented. Follow the mandatory ENG Form 6293 (Accident Prevention Plan Worksheet).

d. Activity Hazard Analysis (AHA). The Contractor will use Activity Hazard Analyses (AHA's) as one of many tools to insure safe performance of work. It is the Contractor's responsibility to prepare the AHA. Sample AHA's may be available at the project office for review and use by the Contractor to assist in the development of site specific Activity Hazard Analyses prior to the Contractor performing the job. The Contractor is encouraged to revise or add to these sample AHA's as necessary to address changing conditions. Prior to performing jobs with inherent hazards, the Contractor will review, at a "Tool Box" safety meeting, the approved AHA's with those employees who will perform that work each time the work is ordered. The Government may request advanced notification of the time and date of the above AHA "Tool Box" safety meeting for Contractor employees so that the Government may attend such reviews.

The Government will require the Contractor to prepare an AHA for any jobs for which an adequate AHA does not already exist. A copy of this AHA will be submitted to the TPOC and must be accepted before the Contractor starts the job. This copy of the AHA will become the property of the Government. Guidance is included, which will be used by the Contractor as a guide for the preparation of required AHA's.

A copy of the approved AHA's will be available at all times to workers at each associated job site and a copy will be provided to the Government.

e. Public Safety. The Contractor will ensure that reasonable precautions are taken to protect the public at all times where work is being performed. The Contractor will immediately report to the TPOC any potential hazards found by his employees on the project. The Accident Prevention Plan will include procedures to be taken to provide for public safety. Additionally, the Contractor will not allow any persons, except employees, into work areas that are not otherwise open to the public; nor will the Contractor transport in Contractor work vehicles any persons, except employees, during times the Contractor is on the project performing work under a contract.

f. Personal Protective Apparel and Equipment. Protective apparel and equipment, as identified in the AHA, will be provided to eliminate or minimize hazards to personnel. As a minimum, each employee will wear a short-sleeved shirt, long trousers, and appropriate footwear during all contract work. Face shields, spectacles with side-shields, or goggles, and hearing protection will be worn by employees when required by safety manual. Fire extinguisher(s) and first aid kit(s) meeting the Safety Manual standards will also be provided and easily accessible to all employees.

g. Contractor Employees Certified in First Aid & CPR. The Contractor will schedule employees so the appropriate numbers of certified personnel are on duty to administer First Aid and CPR as required by the Safety Manual.

Copies of their certification will be provided in accordance with regulations. Two people per crew will be trained in First Aid and CPR. Individuals working alone will be trained in First Aid.

h. Hazard Communication Program. The Contractor will be responsible for implementing a hazard communication program for Contractor employees, as required by the Safety Manual. The

Contractor will provide Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) for review by the TPOC prior to use of any hazardous substance on the project and provide a plan for the proper handling, transportation, storage and usage of hazardous substances on the project.

11. <u>Required Security Training and Planning.</u>

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 Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). 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 Government representative. 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. **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 shall 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 RA.

C. **Suspicious Activity Reporting training** (e.g., iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA 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.

D. **Pre-screen candidates using E-Verify Program:** Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR 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 FAR 22.102-1(i). 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 will 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.

SUPPLEMENTAL SECURITY REQUIREMENTS

All Contractors and subcontractor employee(s) working on this contract who require access to any Louisville District Lake Projects and Lock and Dam Projects shall receive authorization to be on site at these facilities based upon a favorable background investigation in accordance with "Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors" (HSPD 12). The Louisville District Security Management Office shall submit contractor(s) personal information to complete the basic background investigation in order to make a recommendation to the Contracting Office of an employee's suitability for work on Government property. The Procuring Contracting Officer (PCO) has the right to deny any contractor or subcontractor employee from working on the contract based upon the results of the background investigation provided by the Louisville District Security Office. The Government, Contractor, and subcontractors shall not permit any employee(s) access to drawings, blueprints, records, photos, sites, or projects until the Louisville District Security Management Office has completed an Operations Security (OPSEC) review of such items and determined they can be released.

FOR ALL LOUISVILLE DISTRICT CONTRACTS:

Contractors shall submit a complete investigation packet for each contractor and subcontractor employee to the Louisville District Security Management office within 10 working days after award of any contract, or prior to the individual being permitted access to Louisville District facilities.

The Contractor must also provide the following: (1) Name of the Contract Specialist with whom he/she is working,

(2) Project Name, (3) Contract Number (4) Task Order Number when applicable, and (5) US Citizens Security Access Form or Pre-Bid/Site Visit Form; each employee working on site must have a background investigation form submitted directly to the Louisville District Security Office.

The Contractor must provide a full legal name, complete SSN#, Date of Birth, Place of Birth (City and State) and Driver's license number if available. It is the Contractor's responsibility to ensure the above information is accurate and legible, otherwise delays may occur.

Contractors shall have background checks completed for their employees annually in the case of Contracts with an initial period of performance (POP) greater than 1 year and those Contracts with Options or Modifications Which Extend the POP beyond 1 year. For instance, if the employee was cleared in May of 2022, they shall be cleared again in May of 2023. It is the Contractor's responsibility to ensure that each employee's security is up to date. Failure to comply may lead to possible removal from the project/jobsite.

The Contractor must ensure if new employees are brought in to work on an existing Contract with the U.S. Army Corps of Engineers (USACE), they must process the employee through the Louisville District USACE Security Office for background purposes.

FOR CONTRACTORS REQUIRING DOD COMMON ACCESS CARDS (CAC)

The documents listed below are required:

SF 85, Questionnaire for Non-Sensitive Positions (see http://www.opm.gov/forms/ to print form). Fingerprints are captured electronically at the closest Army Recruiting Station to the contractor's home of record or at the USACE, Louisville District Security Office.

Contractor shall report any changes in personnel, or at any time conditions change at least 5 working days prior to individual(s) need to have access to the site. The Contractor shall provide the same information as listed above for all new employees.

Following submission of paperwork, the Louisville District Security Office will conduct an initial criminal check based upon the information provided. If there are no issues, the Louisville District Security Office will make recommendations to the PCO or their Designated Representative. The Louisville District Security Office cannot give approval due to unfavorable report(s). The Louisville District Security Office shall coordinate with Office of Counsel and will jointly make recommendations to the PCO and/or the Designated Representative should a background investigation come back with derogatory information. The PCO will make the determination whether to allow the Contractor personnel to work on the site based on Security and Office of Counsel recommendations, and the PCO will advise the Contractor of the decision.

FOREIGN NATIONALS

The Contractor shall provide the package listed above, as well as additional materials noted below for all Foreign Nationals. The Contractor is to expect additional time in the approval process for all Foreign Nationals due to the level of review and elevation of the review to Headquarters staff to complete. All Foreign Nationals must comply with the following paragraph:

In accordance with Engineering Regulation 380-1-18, "Technology Transfer, Disclosure of Information and Contacts with Foreign Representatives" dated 1 August 1996, Section 4, all foreign nationals who work on Corps of Engineers' contracts shall be approved by the Headquarters US Army Corps of Engineers (HQ USACE) Foreign Disclosure Officer before beginning work on this contract; this regulation includes subcontractor employees. The Contractor shall submit to the Security Management Office, the names of all foreign nationals proposed for performance under this contract, along with documentation to verify legal admittance into the United States. Such documentation shall include at least one of the following: a U.S. passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), Alien Registration Card with photograph (INS Form I-151 or I-551), Employment Authorization Card (INS Form I-688A), etc.

In order to assure forms are properly completed, and to minimize time delays, the Contractor is encouraged to work closely with the Louisville District Security Office. The Government will return for correction incomplete forms, illegible forms, etc. which will delay the contractor / subcontractor from beginning work.

Security requirements are subject to change in accordance with HSPD-12, Office of Personnel Management, regulation or policy changes, etc. The Government shall add any changes to security requirements by modification to the contract.

The Contractor shall contact the Louisville District Security Office by phone, letter, or email at the following numbers/addresses:

CELRL-SC
220 West Main St
Louisville, KY 40202

Primary Email: DLL-CELRL-Security-SM@usace.army.mil

Alternate (if no response in 72 hours):
James R. Milner, phone (502) 315-6916; James.R.Milner@usace.army.mil

*When contracts are with individuals, the individuals will be required to complete a Form I- 9, Employment Eligibility Verification, with the designated Government representative.

This Form will be provided to the Contracting Officer and will become part of the official contract file.

Emergency Contacts. A prioritized list, including phone numbers, of those persons (normally Contractor Representatives) to call in case of emergencies.

The contractor will supply the Technical Point of Contact (TPOC) with an Accident Prevention Plan (APP), Scaffolding Plan, Control of Hazardous Energy Plan (LO/TO), and an Activity Hazard Analysis (AHA) prior to site work in accordance with EM 385-1-1.

12. Accident Reporting.

The Contractor is responsible for reporting all accidents to the Project Manager immediately. Prompt action will be taken to ensure immediate and appropriate medical treatment. The Contractor will maintain an accurate record of any accidents in the manner and on the forms prescribed by the Project Manager. For property damage accidents of $2,000 or more, the Contractor will complete and submit to the Project Manager a copy of ENG Form 3394. The Contractor will maintain an OSHA 300 Log of On – The – Job injuries and first aid treatments.
The Contractor will also provide a monthly record of all exposure and accident experience incidental to the performance of services under the contract. This reporting requirement includes exposure and accident experience of both the Prime Contractor and any subcontractor(s). A Monthly Record of Work-Related Injuries/Illnesses & Exposure form will be available from the Project Manager. The Monthly Record of Work-Related Injuries/Illnesses & Exposure report will be provided to the Project Manager by the 5th working day of the month for the previous month.

13. Damage Reports.

All instances where Government materials, supplies, property, and/or equipment are damaged will be reported immediately to the Project Manager. When the damage was caused by contract employees, a written report of the incident and extent of such damage will be submitted to the Project Manager, within 2 work days (less weekends and holidays) of occurrence. For property damage accidents of $2,000 or more the Contractor will complete and submit to the Project Manager a copy of ENG 3394.

14. Contractor Employees' Conduct and Competency.

All contract employees will conduct themselves in a proper and courteous manner at all times. Since the majority of work is performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. Contract employees will comply with all provisions of Title 36, Chapter III, Part 327, CFR and obey all posted signs and regulations in the performance of the work under this contract. Being under the influence of or consuming alcoholic beverages or controlled substances by the Contractor or employees while on duty is prohibited.

a. Employee Dismissal. The Contractor expressly agrees to dismiss any employee or subcontractor employee whose continued employment is deemed by the Project Manager to be inconsistent with the best interests of the public or the U.S. Army Corps of Engineers. The KO or the Project Manager may require the Contractor to immediately remove from the work site any employee or subcontractor who is incompetent, endangers persons or property, or whose physical or mental condition would impair their ability to satisfactorily perform the work. Notification to the Contractor will be promptly made in writing if time and circumstances permit. Otherwise, notification will be verbal and confirmed in writing as soon as possible. No removal will reduce the Contractor's obligation to perform all work required under this contract nor be the basis for time extension. Immediate replacement of the employee will be made.

15. Damage or Loss of Contractor's Supplies and Property.

The Contractor is responsible for taking the action necessary to protect Contractor supplies, materials and equipment, and the personal property of Contractor employees from loss, damage or theft. The Government assumes no responsibility for theft, damage, etc., of the above. The Government is not responsible for providing storage areas or facilities for the storage of Contractor supplies, materials and equipment. With prior approval, the Project Manager may provide a location for the temporary storage of large equipment to prevent the transportation of such equipment to/from the work site while a particular service is being performed. However, the Government assumes no liability for the loss or destruction of Contractor equipment while it is stored on Government property.

16. Supervision.

The Contractor is responsible for providing on-site supervision and quality control inspections of work performed under the contract. The level of supervision and inspections will be sufficient to assure that services are performed in accordance with contractual requirements and all applicable Federal, state and local laws and regulations. The Contractor or a Contractor Representative will personally supervise the work, or be readily available by phone or other means of communication to respond to any contract issue that may arise when work is in progress. The Contractor Representative(s) will conduct overall management coordination and be the central point of contact with the Government for performance of all work under the contract.

Contractor Representative will have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract, and will be the on-site Contractor employee who is responsible for safety.

The names and telephone numbers of all individuals authorized to act on behalf of the Contractor as Contractor Representatives will be submitted in writing to the TPOC before work is performed.
The Contractor will maintain copies of contract work requirements, specifications, Activity Hazard Analysis, etc., at each work site which relates to each person's work responsibilities and will review them to insure employee's comprehension of a job prior to initiating work.

17. Environmental Program.

The Contractor will comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters will be coordinated with the TPOC. Any of the facilities operated by the Contractor may be inspected by the TPOC, or other Federal, State and local officials without advance notice. Access for inspection will be granted upon request.

Citations against Government facilities operated by the Contractor for non-compliance with environmental standards are a matter for resolution between the Government and the issuing office.

The Contractor will conduct all operations and maintenance activities in a manner to prevent contamination of Government land and property. The Contractor will ensure all lubricants, petroleum products, paints, cleaning materials, or any other hazardous substances are not spilled, leaked or disposed of on Government property and are disposed of in accordance with environmental regulations. If spills or contamination occur, the Contractor will be responsible for cleanup and any associated costs in accordance with Federal, State and Local Law. Such spills will be reported to the TPOC immediately.

18. Contract Discrepancy Report (CDR).

A CDR is a formal document used by the Government to process defects in services. As initially issued to the Contractor, the CDR describes the discrepancy or problem. The CDR will be discussed with the Contractor or his representative when it is issued. The Contractor will provide his written response on the CDR form within 24 hours of issuance. The Contractor's response must:

Identify the cause and corrective action taken, and Identify Contractor action to prevent recurrence.

Upon finalization of the CDR, the Contractor and the TPOC must sign the form. The Contractor will be given a copy of the completed form. Should the Contractor not concur with any decision, etc., the Contractor may so state, in writing, and request a final decision by the Contracting Officer. The Contracting Officer monitors all CDR's issued, and CDR's are the principle evidence used by the Contracting Officer in determining Government contract actions such as termination or decision not to exercise options.

19. Meetings.

The Contractor is required to attend a pre-work meeting to be scheduled by the TPOC. The Contractor or his authorized representative will report each Month with the schedule and location determined by the TPOC to discuss contract work items. Specific topics of discussion at the Monthly meetings may include issuing inspections, quality control, and upcoming work. If a CDR is issued, mutual effort will be made to resolve any and all problems identified to preclude their recurrence. The TPOC may alter this reporting schedule, or change the reporting method, time, or place if mutually agreeable between the TPOC and the Contractor. A tour of the work site will be conducted following the discussions. It is recommended that the Contractor's on-site representative or superintendent also

attend this meeting. During the pre-work conference, the Contractor will also provide any required submittals not previously submitted.

20. Quality Control.

The Contractor will have a Quality Control program to assure the requirements of the contract are provided as specified. The primary purpose of Quality Control is to identify and correct deficiencies in the quality of services performed before the level of performance is unacceptable.

The program will include, but not be limited to the following:

a. An inspection system covering all the services stated in the contract specifications.

b. A method of identifying and correcting deficiencies in the quality of services performed before the level of performance is unacceptable.

c. A file of all inspections conducted by the Contractor and the corrective actions taken. These files will be made available for inspection upon request by the TPOC.

d. A method of insuring that employees have full knowledge of work assignments and that appropriate technical expertise is utilized with each work assignment.

e. A method of coordinating each work crew's activities with the TPOC and/or inspector.

The Contractor may use any or all portions of this plan to prepare a plan of his own. A signed plan, including Contractor specific information, will be provided to the Contracting Officer and the TPOC, and accepted, prior to the Pre-Work Conference. If changes to this program occur, updated copies will be provided to the Contracting Officer and TPOC.

Failure to provide appropriate Quality Control may result in issuance of a CDR, and/or termination of the contract.

21. Quality Assurance.

The Government will monitor the Contractor's performance in each functional area under this contract and reserves the rights to use whatever additional surveillance procedures are deemed appropriate. The Government will keep a record of all complaints received by the public concerning Contractor performance. Upon receipt of a written complaint by the public, the Government will attempt to verify the complaint and furnish the Contractor a copy of the findings. Should the Government verification reveal a nonperformance by the Contractor, a CDR may be issued.

A Government employee shall not be considered an Inspector unless he identifies himself as such to the Contractor, the Contractor Representative, or Quality Control Inspector. No Inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract.

22. Deficiencies.

If the Contractor fails to perform, or if performance in any area is judged unsatisfactory by the TPOC, the Government will take corrective action. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the Government.

23. Interruptions to Systems.

Contractor will coordinate with TPOC so that the contractors work will not interrupt the projects mission. Any authorized interruptions will be kept to an absolute minimum, and all repairs or replacements of equipment or components will be accomplished in an expeditious and efficient manner.

24. Government Furnished Materials and Equipment.

Forms: All Department of Defense forms, required by the Government to be used under this contract, will be provided by the Government during the contract period. The Government reserves the right to modify or supersede these forms during the contract period.

Control: The Contractor will provide control to ensure Government furnished equipment, property, or items are utilized only for contract purposes. The Contractor may be provided with keys to the Dike Service Road Security Gate. Any work to be performed within these facilities must be performed during regular working hours when Government employees are available to unlock these facilities for the Contractor.

Safety Manual. Prospective contractors may review a copy of the Safety and Health Requirements Manual EM 385-1-1 at the Project Office. The Contractor can find a copy of Safety Manual EM 385-1-1 online at: https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

25. Contractor Furnished Items.

General: The contractor will furnish all personnel, equipment, fuel, tools, supplies and materials necessary. The contractor's work and responsibility will include all planning, programming, administration, management, supervision, communications and inspection necessary to assure that all work is conducted in accordance with the contract requirements and all applicable Federal, State and Local laws and regulations.

Equipment: The Government requires, that the Contractor provide adequate equipment to perform the work required within the specified time period. Also, all equipment used by the Contractor must meet safety requirements outlined in EM 385-1-1.

Contractor Equipment and Supply Inspection. The apparent Contractor will make available for inspection all service equipment, tools, and samples of supplies he proposes to use for work under this contract, along with proof of ownership or lease agreement.

26. Safeguarding Government Property.

The Contractor will cooperate with Government personnel in safeguarding Government property. The Contractor will be responsible for promptly reporting all acts of vandalism, larceny, or pilferage to Government property, and malfunctioning Government equipment to the TPOC. The Contractor will establish security procedures and safeguards that are compatible with the Government's existing procedures, to protect all equipment, materials, supplies, tools, and other resources. The Contractor will cooperate with, and provide any assistance necessary to, the Government during any audits, usage checks of expendable property, and inventories of nonexpendable property under control of the Contractor. Any item of value found on the work sites will be placed into the custody of the TPOC for return to the owner, if ownership can be established. The Contractor will inform the TPOC of any information he or his employees receive about lost and/or found articles from the public.

27. Minimum Manpower Requirements.

The Contractor will provide an adequate number of fully qualified personnel to perform the work specified herein. Personnel required to handle emergency situations will be available on call, 24 hours per day, 7 days per week. At least 50 percent of the cost of contract performance incurred for personnel will be expended for employees of the primary contractor.

28. Minimum Personnel Qualifications.

Employees, technical personnel, and consultants will have the education, experience, or knowledge, as evidenced by license, certificate, or diploma, etc., to provide a comprehensive understanding of the systems and components. All employees will be subject to such Government or other applicable regulations that are applicable during the time spent on Government property. If the TPOC decides the Contractor employee performing the specified work is unqualified, the Contractor will immediately provide qualified personnel to accomplish the work.

29. Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts.

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the

training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:
- U.S. Department of Labor Veterans' Employment and Training Service (VETS): **https://www.dol.gov/vets/**
- Federal Veteran Employment Information: **https://www.fedshirevets.gov/**
- Veterans Opportunity to Work (VOW) Program: **https://www.benefits.va.gov/vow/**
- U.S. Army Warrior Transition Command Employment Index: **https://wct.army.mil/modules/employers/index.html**
- Hiring Our Heroes: **https://www.uschamberfoundation.org/hiring-our-heroes**

30. <u>Cooperation with other Contractors, Lessees, and Volunteers.</u>

The Contractor will fully cooperate with such other Contractors, lessees, volunteers and Government employees. The Contractor will not commit or permit any act which will interfere with the performance of work by another Contractor, volunteer, lessee, or Government employee. The TPOC can alter the work schedules of the other Contractor, lessee, Government employees, volunteer, or the Contractor to avoid possible conflicts. Any such change (or failure to make such a change) by the TPOC will not be the basis for a claim by the Contractor.

31. <u>Reports.</u>

The Contractor shall, in an accurate and timely manner, prepare all reports, forms, permits etc., as required in this contract. A partial list of these reports, forms, permits, etc., follows:
Supplies Furnished and Used
Contractor Portion of Any CDR
Checklists Worksheet
(ENG Form 5007R)
Vehicle Operational Record Form (CEORH Form 2813 Test)
Activity Hazard Analysis (AHA)
Required OPSEC Training

The Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for US Army Corps of Engineers, Louisville District (UIC W07202) via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: https://www.sam.gov/.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2021. Contractors may direct questions to the help desk at help desk at: https://www.sam.gov/.

32. <u>Applicable Publications.</u>

Performance of all services will assure complete safety to public visitors, Government employees, contractor employees, and all other persons in the area. The contractor will comply with any pertinent requirements contained in the Corps of Engineers Safety Manual (EM 385-1-1), https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf current at the time of award.

33. <u>Warranty:</u>

The contractor warrants that work performed under this contract is free of defects. The contractor will provide a one year warranty on the entire finish product to the TPOC upon completion, dated with the final acceptance date. The

contractor warrants that products and work performed under this contract is free of defects on materials and workmanship for work performed by the contractor or supplier for a period of 1 year from the date the Government takes possession. Any equipment, supply, or material that has a manufacture warranty will be provided to the TPOC before or upon completion date.

34. Wage Rates:
Department of Labor wage rates apply to this work and are included. The contractor is required to provide payroll documents for all work performed under this contract.

35. Definitions.
As used throughout this description/specification, the following terms will have the meaning set forth below:

Completion Date. All work must be completed by the completion date.

Contractor. The term Contractor refers to the prime Contractor, subcontractors, and all Contractor employee and personnel. The prime contractor will be responsible for ensuring all subcontractors comply with the provisions of this contract.

Contractor Quality Control Inspector (QCI). Person designated by the Contractor to perform the Contractor's Quality Control program. A QCI will be responsible for implementing the Contractor Accident Prevention Plan, and will have the authority to determine for the Contractor if work is ready for government inspection and make decisions for the Contractor on re-performance.

Contractor Representative (CR). Individual(s) selected to represent the interests of the Contractor with regards to all matters and activities involving this contract, and will be the onsite Contractor employee who is responsible for safety.

Contracting Officer (KO). A person with the authority to enter into, administer, and/or terminate contracts for the Government, and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer.

Technical Point of contact (TPOC). Person designated as the authorized representative of the Contracting Officer.

EM 385-1-1. Corps of Engineers Safety and Health Requirements Manual, located on the web at https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf or latest version. Click on Organization, then Safety and Occupational Health, then Publications.

Inspector. Individual designated by the TPOC to perform Quality Assurance.

Policing. The picking up of trash, debris, ashes, garbage, and miscellaneous waste, and disposing of the same in accordance with contract specifications.

Quality Assurance. A method used by the Government to provide a measure of control over the quality of services provided by the Contractor.

Quality Control. A method used by the Contractor to control the quality of services he/she provides for the Government.

Lock Master/Project Manager. A uniformed individual designated responsibility for overseeing the general operation, and administration of the project. i.e. Lock Master, Maintenance Leader, project Manager.

Trash. A variety of unsalvageable waste material such as metal, glass, rags, tin cans, rubbish, plastic bottles, paper, wrappings, containers, cartons, and similar material.

36. Index of Exhibits:

Exhibits	**Description**
Exhibit A	Site Map
Exhibit B	Miscellaneous Sample Forms
Exhibit C	Quality Control Plan Sample
Exhibit D	Project Photos