Performance Work Statement
Weed Spraying Service Contract
Hidden Dam, Hensley Lake
5/13/2026

General Information

This is a performance-based contract for Weed Spraying services at Hidden Dam, Hensley Lake, Madera County, CA. The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the activities described herein and in accordance with the Performance Work Statement (PWS) objectives.

Description of Services

The Contractor shall furnish all labor, materials, equipment, transportation and supplies necessary to fulfill the requirements of this PWS. The Contractor shall be responsible for all costs related to performing weed spray services. Services include, but are not limited to, herbicide application, record keeping and reporting, manual vegetation removal, transportation of personnel, and servicing and supply of all required equipment. All work, materials and equipment shall be subject to the control and approval of the Contracting Officer's Representative (COR).

Pre-Work Meeting

At least ten (10) days prior to commencement of work, the Prime Contractor shall contact the COR to schedule a pre-work meeting. This meeting will be held in-person with the prime contractor and any sub-contractors at the Hidden Dam, Hensley Lake Project Headquarters, located at 25207 Road 407, Raymond, CA 93653. Virtual attendance at the pre-work meeting will not be authorized.

During the pre-work meeting, the Contractor shall provide the COR with the following for approval:

1. The Contractor shall submit an Accident Prevention Plan (APP) as required by Chapter 2, Safety and Occupational Health Program Management for Contractors located within EM 385-1-1, Safety and Health Requirements Manual, 15 March 2024. The Contractor's Accident Prevention Plan shall follow the mandatory ENG Form 6293 and attach Activity Hazard Analyses for all Definable Features of Work.
2. The Contractor shall provide copies of Safety Data Sheets (SDS) for all chemical products to be used by the Contractor and/or their employees during the execution of this contract.
3. The Contractor shall provide a list of Uniform and Personal Protection Equipment (PPE) to be used for the execution of contract services.
4. The Contractor shall provide the Contractor's Quality Control Plan, as detailed below.
5. The Contractor shall provide all licenses and certifications required to perform the work detailed in this Performance Work Statement (PWS) and as required by Federal, State and local regulations.
6. The Contractor shall provide proof of insurance as follows:
   The Contractor shall procure and maintain insurance for any and all employees during the entire period of his/her performance under this contract.
   a. The Contractor shall provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required as identified in this contract. Before commencing work under this contract, the Contractor shall provide the COR with a Certificate of Insurance (COI) outlining the required insurance listed below.
   b. Required Insurance:
      i. Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits.
      ii. Employers' Liability coverage with a minimum limit of $100,000.

iii. Comprehensive Automobile Liability Insurance: Bodily Injury coverage with minimum limits of $200,000 per person and $500,000 per occurrence.
iv. Property Damage Coverage with a minimum limit of $20,000 per occurrence.

Contractor's Quality Control Plan (QCP)

The Contractor shall establish and maintain a complete Quality Control Plan (QCP) to assure the requirements of this contract are provided as specified. The Contractor's QCP shall be provided to the COR at the pre-work meeting. The COR will review the QCP and list any needed clarifications, and return them to the Contractor for response, if necessary. The Contractor's QCP shall include the following, or have incorporated into the document during performance of the contract, at a minimum:

1. An inspection plan covering all services is required by this contract. The inspection plan shall specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections shall be accomplished and documented, and shall specify the title of the individual(s) who will perform the inspections.
2. On-site records of all inspections conducted by the Contractor noting necessary corrective actions taken. The Government reserves the right to request copies of any and/or all inspections.
3. Active or established internal policies and procedures for updating equipment and procedures that may affect the performance of the contract.
4. Methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.

Ability to Perform

The Contractor and their employees shall be responsible for maintaining accurate and detailed records as required by the contract.

The Contractor and their employees shall be capable of communicating with visitors, other contractors, outside agencies and project personnel in a respectful and courteous manner.
The Contractor shall furnish competent personnel. If employees furnished prove to be incompetent, the Contractor shall remove them and furnish satisfactory employees at the discretion of the COR. The Contractor shall comply with all applicable Federal, State, and local regulations. The Contractor shall maintain telephone services that will enable the COR to have communication capability during business hours. The Contractor shall return all calls to the COR within 24 hours.

The Contractor and all employees shall be licensed and permitted to operate all equipment necessary to complete work under this contract. All required licenses and permits to operate shall be the responsibility of the Contractor.

Materials, Equipment & Supplies

The Contractor shall be responsible for all materials and equipment in their possession. The Contractor shall be accountable for any loss, damage, or misuse of equipment and/or property being used during the performance of contractual services.

All equipment shall be operated in accordance with manufacturer's guidelines and operating manuals.

All damage to Government facilities and/or environmental features, as well as to private property by the Contractor and/or his/her employees will be reported to the COR within 24 hours. All damaged property will be returned to the original condition, as directed by the Contracting Officer or COR. Any damage caused by the Contractor to plant/trees or other environmental features will be the liability of the Contractor. The damage expense and cost of repair will be the responsibility of the Contractor.

Reporting

The Contractor shall maintain an accurate record of and shall notify the COR immediately following the occurrence/discovery, of any accidents resulting in death, injury, occupational disease, and/or damage to property or equipment, incidental to work performed under this contract.

All personal property found anywhere on Government property shall be accounted for and turned over to a park Ranger or COR for inclusion into the Lost and Found Program.

The Contractor shall submit an invoice for payment, verifying that all units, quantities and amounts are true and correct. Invoice shall include contract number, invoice number, and name of company as registered in SAM.gov. The Contractor shall submit a Safety Exposure Report, provided at time of award, to the COR for each month services are performed and with each invoice submitted.

The Contractor shall immediately report to the COR any needed repairs, malfunctions, damage, vandalism to Government property, and/or any potential safety hazards encountered while performing services. If there is an immediate danger to the public or the potential thereof, the Contractor shall notify the Project Headquarters and/or a Park Ranger immediately.

Security

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 COR, or Contracting Officer (if a COR is not appointed). Contract personnel are critical to the overall security and safety of U.S. 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 theCOR. 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.

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.

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 U.S. 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 COR , 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.

Suspicious Activity Reporting Training (e.g., iWatch, CorpsWatch, or See Something, Say Something): All contract personnel should revive initial and annual refresher training from the COR 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.

Pre-screen Candidates Using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification 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. 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.

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.

Pesticides

1. Prior to the initiation of work the Contractor must submit proof of:
    a. Pesticide Applicator Licenses for all pesticide applicators
    b. Agricultural Pest Control Advisor License
    c. Pest Control Business License

   as provided in Section 12001 of the California Food and Agriculture code, to the COR before commencement work. All required licenses, certifications and permits to operate shall be the responsibility of the Contractor.
2. Pesticides and chemicals shall be stored in their original containers, and the manufacturer's instructions shall be followed for proper application. The Contractor shall submit Safety Data Sheets (SDS) to the COR prior to the use of any chemical(s) on government property.
3. Only chemicals approved for use on Federal property shall be applied. Restricted use of pesticides are prohibited.
4. The Contractor shall comply with all applicable Federal, State, and local regulations governing pesticide application.
5. Areas that are below gross pool elevation within the reservoir, along the Fresno River or riparian areas, and on the upstream side of Hidden Dam shall be sprayed using only aquatic approved herbicides.
6. The rates of application for pesticides are to be in accordance with the manufacturer's recommended rates.
7. The Contractor shall use a harmless, temporary coloring trace agent in all sprayings for quality assurance monitoring purposes throughout the contract period.
8. The Contractor shall protect all trees and plants adjacent to sprayed areas by controlling the rates, areas to be sprayed, and spray drift. The Contractor shall protect oak trees and landscaping plants within sprayed areas. Spray residue shall be removed from all signs.
9. Clean-up of application equipment shall be done off project and off Government property.

10. Mixing chemicals on Government property is prohibited and shall be done off project.
11. Record Keeping - The Post-Application Form, which will be provided at time of award, requires recordkeeping of the kinds, amounts, uses, dates, and locations of application of any pesticide. Post-Application forms shall be completed daily and provided to the COR upon completion of services for that day.
12. All waste materials shall be disposed of in accordance with all state, county and federal laws, including but not limited to EM-385-1-1. All disposals shall take place off of U.S. Army Corps of Engineers property.
13. The Contractor shall show evidence of compliance with the EPA standards put forth in 7 USC 135: California Pest Control Board requirements found in the Structural Pest Control Act; and with the provisions of the State of California Department of Food and Agriculture, California Food and Agriculture code, Pesticide Management Manual.

Services to be Performed

All service areas to be treated under this contract are listed below. All areas referring to square footage, acreage, mileage, etc., are estimated values. General maps of areas to be treated will be included as separate solicitation attachments.

For the purpose of this contract, the term "weed-free" shall mean no vegetation (live) present. In order to maintain a weed-free condition, the Contractor may be required to use mechanical tools to eliminate standing vegetation (live or dead). Quality control is the responsibility of the Contractor and shall require multiple site inspections to verify the weed-free condition. The Contractor shall begin the treatment within 48 hours of the request for service by the COR and complete the treatment within fourteen (14) days of the request for service.

Fall Spray: The following areas shall be treated once for weed eradication during the fall months (typically October – November) of each year as specified in the performance work statement: Administration Area, Hidden Dam Area, Dikes, Hidden View Recreation Area, Buck Ridge Recreation Area, Vista Point, Hensley Lake identification signs, Wakalumi Group Site, and Road 400 Parking Lots. Approximately 3,211,400 sq. ft.

Fall Respray: The following areas shall be retreated (not to exceed 25% of the Fall Spray square footage) to target areas that did not result in the desired weed eradication following the Fall Spray. The Fall Respray will be performed once for weed eradication each year as specified in the performance work statement and at the following locations: Administration Area, Hidden Dam Area, Dikes, Hidden View Recreation Area, Buck Ridge Recreation Area, Vista Point, Hensley Lake identification signs, Wakalumi Group Site, and Road 400 Parking Lots. Approximately 802,850 sq. ft.

Spring Spray: The following areas shall be treated once for weed eradication during the spring months (typically February – May) of each year as specified in the performance work statement: Administration Area, Hidden Dam Area, Dikes, Hidden View Recreation Area, Buck Ridge Recreation Area, Vista Point, Hensley Lake identification signs, Wakalumi Group Site, and Road 400 Parking Lots. Approximately 3,211,400 sq. ft.

Spring Respray: The following areas shall be retreated (not to exceed 25% of the Spring Spray square footage) to target areas that did not result in the desired weed eradication following the Spring Spray. The Spring Respray will be performed once for weed eradication each year as specified in the performance work statement and at the following locations: Administration Area, Hidden Dam Area, Dikes, Hidden View Recreation Area, Buck Ridge Recreation Area, Vista Point, Hensley Lake identification signs, Wakalumi Group Site, and Road 400 Parking Lots. Approximately 802,850 sq. ft.

August Spray: The following areas shall be treated once for weed eradication during the month of August of each year as specified in the performance work statement: Hidden Dam Area, Dikes, and the Oxidation Ponds at Hidden View and Buck Ridge Recreation Areas. Approximately 2,246,700 sq. ft.

August Respray: The following areas shall be retreated (not to exceed 25% of the August Spray square footage) to target areas that did not result in the desired weed eradication following the August Spray. The August Respray will be performed once for weed eradication each year as specified in the performance work statement and at the following locations: Hidden Dam Area, Dikes, and the Oxidation Ponds at Hidden View and Buck Ridge Recreation Areas. Approximately 561,675 sq. ft.

Upstream Side of Dam: Up to an additional 1,105,000 sq. ft. shall be sprayed with aquatic approved herbicide for spot weed eradication on the upstream side of Hidden Dam at the request of the COR. Approximately 1,105,000 sq. ft.

Upstream Side of Dam Respray: The following areas shall be retreated (not to exceed 25% of the Upstream Side of Dam square footage) to target areas that did not result in the desired weed eradication following the Upstream Side of Dam Spray. The Upstream Side of Dam Respray will be performed once for weed eradication each year as specified in the performance work statement and on the upstream side of Hidden Dam. Approximately 276,250 sq. ft.

Additional Areas: Up to an additional 435,600 sq. ft. may be sprayed for weed eradication in any area that the COR deems necessary. Approximately 435,600 sq. ft.

All service CLINs, except for the "Additional Areas" CLIN will have an "Option Task" that may be executed at the discretion of the Government. When executed, Option Tasks will require the Contractor to perform a 100% complete service of the identified Option Task CLIN. Option Tasks include all of the same areas identified in the initial service CLIN and shall require a 100% reperformance of the CLIN service. The option tasks will only be executed in the event of unforeseen weather conditions, which negatively impacted the effectiveness of the initial service CLIN, and which resulted in an abundance of vegetative growth following the initial treatment. The COR will determine the effectiveness of vegetative treatments to determine if an Option Task may be required. The Contractor shall complete Option Task treatments within fourteen (14) days of the request for service.

Service Areas: Service shall be performed at the following locations:

	Administration Area (~90,000 sq. ft. total)	**Est. Sq. Ft.**	**Map Reference**
1.	Compound Perimeter and Drain Ditch on west side	**9,500**	Headquarters #1
2.	Headquarters Parking Lot	**2,500**	Headquarters #1
3.	Compound Road	**2,000**	Headquarters #1
4.	Solar Panel Station	**2,500**	Headquarters #1
5.	Water Storage Tank Perimeter	**2,500**	Headquarters #2
6.	Firebreak and Trail	**2,000**	Headquarters #1
7.	Firebreak around Residence Building	**13,500**	Headquarters #2
8.	Road to Boneyard	**4,500**	Headquarters #2
9.	Road to Residence Building	**3,000**	Headquarters #2
10.	Storage Yard (Boneyard)	**55,000**	Headquarters #3
	Hidden Dam Area (~2,181,200 sq. ft. total)		
1.	Hidden Dam - Total	**1,910,200**	Dam and Dikes #1
			Detail Maps: 1a-1e
			Dam and Dikes #2
	a. Downstream side of dam to 5 ft past Access Roads, including Weir #2 and Parshall Flume		Dam and Dikes #1
			Detail Maps: 1a-1e

	b. Dam Toe Drain Blanket, including Weir 1 and Concrete Ditch near Weir #1		Dam and Dikes #2
2.	Weather Station	**500**	Dam and Dikes #3
3.	Accelerograph #1 (Lakeside of Dam)	**200**	Dam and Dikes #3
4.	Accelerograph #4 (Past Outlet Works)	**100**	Dam and Dikes #4
			Detail Map 4a
5.	Power Pole near Weir #2	**500**	Dam and Dikes #4
			Detail Map 4b
6.	Weir #3 and Access Road	**36,000**	Dam and Dikes #5
7.	Dam Approach Roads – Total	**12,100**	Dam and Dikes #6
			Dam and Dikes #7
	a. Dam Approach Road NW		Dam and Dikes #6
	b. Dam Approach Road SE		Dam and Dikes #7
8.	Outlet Works Road	**9,500**	Dam and Dikes #4
9.	Wakalumi Group Site	**47,300**	Dam and Dikes #4
10.	Gauging Station (Near Road 603 Bridge)	**4,000**	Dam and Dikes #8
11.	Dikes - A through F Total	**160,800**	Dam and Dikes #9-17
	a. Dike A, Pump House, and Well #2	36,000	Dam and Dikes #9
	b. Dike B	9,000	Dam and Dikes #10
	c. Dike C	18,000	Dam and Dikes #11
	d. Dike D	49,950	Dam and Dikes #12
	e. Dike E	6,600	Dam and Dikes #13
	f. Dike F	6,600	Dam and Dikes #13
	g. Dike B-D Road Perimeter – 5 ft	8,700	Dam and Dikes #14
	h. Dike A Road Perimeter – 5 ft	10,000	Dam and Dikes #15
	i. Training Dike	4,000	Dam and Dikes #16
	j. Spillway Perimeter – 10 ft	12,000	Dam and Dikes #17
Hidden View Recreation Area (~553,100 sq. ft.)			
1.	Paved Roads and Parking Lots Total	**52,400**	Hidden View #1-4
	(5 ft. on each side of paving)		
	a. Hidden View Main Road	26,000	Hidden View #1
	b. Fishing Access Road	14,900	Hidden View #1
	c. Upper Boat Ramp Parking Lot	6,700	Hidden View #2
	- including Fish Cleaning Station		
	d. Pohonichi Trailhead Parking Lot	2,600	Hidden View #3
	e. Dump Station Drive-Through	2,200	Hidden View #4
2.	Fee Machine Area	**400**	Hidden View #5
3.	Pohonichi Trail	**27,100**	Hidden View #6
4.	Shaw-Shuck Trail	**10,100**	Hidden View #7
5.	Swim Beach	**151,200**	Hidden View #8
6.	Hidden View Campground - Total	**281,900**	Hidden View #10-17
	a. Paved Roads and Service Roads	71,000	Hidden View #10
	b. Group Campsites	48,000	Hidden View #11
	c. Loop A, Campsites 1 and 2	5,500	Hidden View #12
	e. Loop A, Campsites 3-12 and Playground	38,500	Hidden View #13
	f. Loop B, Campsites 13-27	39,900	Hidden View #14
	g. Loop C, Campsites 28-38, 41-42	29,700	Hidden View #15
	h. Loop C, Campsites 39-40, 43-53	26,700	Hidden View #16
	i. Water Treatment Plant, Amphitheater, Solar Panels	22,600	Hidden View #17

7.	Oxidation Pond – AUGUST ONLY	**30,000**	Hidden View #9
Buck Ridge Recreation Area (~322,500 sq. ft.)			
1.	Paved Roads and Parking Lots Total (5 ft. on each side of pavement)	**94,700**	Buck Ridge #1-6
	a. Main Road	31,500	Buck Ridge #1
	b. Swim Beach Road	15,400	Buck Ridge #1
	c. Upper Boat Ramp Road	4,500	Buck Ridge #2
	d. Picnic Area Roads and Parking- including Water Treatment Plant	23,600	Buck Ridge #3
	e. Upper Boat Ramp Parking Lot- including Fish Cleaning Station	8,700	Buck Ridge #2
	f. Swim Beach Upper Parking Lot	3,100	Buck Ridge #4
	g. Wildlife Area Parking Lot	4,700	Buck Ridge #5
	h. Pay Station	3,200	Buck Ridge #6
2.	Swim Beach Area	**140,500**	Buck Ridge #4,7
	a. Swim Beach and Lower Parking	137,000	Buck Ridge #4
	b. Water Storage Tank	3,500	Buck Ridge #7
3.	Playground	**3,000**	Buck Ridge #8
4.	Savage Monument Area	**6,500**	Buck Ridge #9
5.	Group Picnic Area- including Service Road, Horseshoe Pits and Shelter Perimeter	**10,400**	Buck Ridge #10
6.	Restrooms #5-8 - Total- 5 ft. perimeter around sidewalk	**2,800**	Buck Ridge #10, 13, 15, 16
	a. Restroom #5	700	Buck Ridge #10
	b. Restroom #6	700	Buck Ridge #17
	c. Restroom #7	700	Buck Ridge #21
	d. Restroom #8	700	Buck Ridge #22
7.	Picnic Sites (29)	**29,100**	Buck Ridge #11-22
	a. Picnic Sites 1-2	2,800	Buck Ridge #11
	b. Picnic Sites 3-11, Footpaths, and Sump Pump 1	9,700	Buck Ridge #12
	c. Picnic Sites 12-18 and Footpaths	5,100	Buck Ridge #13
	d. Picnic Site 19 and Water Spigot	600	Buck Ridge #14
	e. Picnic Sites #20-26, Footpaths, and Sump Pump 2	8,800	Buck Ridge #15
	r. Picnic Sites #27-29	2,100	Buck Ridge #16
10.	Oxidation Pond - AUGUST ONLY	**35,500**	Buck Ridge #17
Vista Point (~40,400 sq. ft.)			
1.	Vista Point Road Perimeter	**30,600**	Vista Point #1
2.	Parking Lot and Vault Toilet Perimeter	**4,400**	Vista Point #2
3.	Sidewalk and Overlook	**5,400**	Vista Point #3
Access Points Off County Roads (~89,700 sq. ft.)			
1.	Identification Signs - Total	**6,300**	County Roads #1-5
	a. Hensley Lake (2)	3,600	County Roads #1-2
	b. Hidden View Recreation Area	1,300	County Roads #3
	c. Buck Ridge Recreation Area	700	County Roads #4
	d. Vista Point	700	County Roads #5
2.	Road 400 Parking Lots – Total	**83,400**	County Roads #6-8
	a. Parking Lot #1	50,200	County Roads #6
	b. Parking Lot #2	17,500	County Roads #7

	c. Parking Lot #3	15,700	County Roads #8
Spot Treat Upstream Side of Dam (Up to ~1,105,000 sq. ft.)			
Upstream Side of Dam		Up to 1,105,000	Dam and Dikes #18 - (at reservoir elevation 477.40 ft. above sea level)
Other Areas			
As Directed by the COR		**435,600**	As needed

15. Safety

A competent person must prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1, Safety and Health Requirements Manual, 15 March 2024 (https://www.publications.usace.army.mil/usace-publications/engineer-manuals/), ENG Form 6293 (https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/udt_43543_param_orderby/Pub_x0020_Number/udt_43543_param_direction/descending/), and herein. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP must interface with the Contractor's overall safety and occupational health program referenced in the APP in the applicable APP element and made site-specific. Describe the methods to evaluate past safety performance of potential sub-contractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of sub-contractors.

The Contractor shall use personal protective equipment (PPE) as identified in EM 385-1-1, Safety and Health Requirements Manual. The use of proper PPE shall be determined at the pre-work meeting following the Contractor’s submittal of an activity hazard analysis.

The Government considers the Prime Contractor to be the "controlling employer" for all worksite safety and health of the subcontractors. Contractors are 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 APP must be signed in accordance with the APP and ENG Form 6293 Accident Prevention Plan Worksheet.

Before beginning each activity, task, or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the Site Safety and Health Officer (as defined in EM 385-1-1), Superintendent, QC Manager and the subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1 or as directed by the Contracting Officer. Submit the AHA for review at least 10 working days prior to the start of each activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented. AHAs must identify competent people required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding. Activity Hazard Analyses (AHAs) shall be appended to the APP. Operators’ manuals for all mechanical equipment used for fire hazard reduction vegetation removal services shall be appended to each corresponding AHA.

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. The Contractor shall obtain the COR's approval on the Accident Prevention Plan (APP) BEFORE starting any on-site work.

General Service Provisions

Unless otherwise approved by the COR, all services shall be performed between 0745 and 1630 Monday through Friday, excluding Federal holidays.

The Contractor is responsible for the management and quality control actions to meet the requirements of the contract. The role of the Government is quality assurance, to ensure quality control standards are achieved.

Estimated Service Schedule/Frequency

Environmental conditions may affect Weed Spraying services at any time throughout the period of performance to include scheduled hours of the day when services may be performed and/or the type of equipment that may be used.

The days of service shall be negotiated with the COR to determine scheduled service days prior to commencement of services. If unforeseen events cause a variation in the scheduled service, the Contractor shall notify the COR 24 hours in advance of the delay or cancelation. Failure to provide the service or variation from the agreed service schedule will require written explanation by the Contractor. If additional service(s) are required, the schedule shall be modified and approved by the COR.

If recreation areas are not open or require closing, the amount of services required for those areas will be reduced accordingly.

Payment will only be made for those services actually performed.

The Contractor shall remove all equipment and exhausted supplies from Government property immediately upon completion of the service.

Period of Performance

The contract shall consist of a Base Year plus four (4) Option Years as follows. Option Years are exercised at the discretion of the Government.

Standards of Employee Conduct

The Contractor and their employees shall be required to adhere to the following standards of dress and conduct while performing work. These regulations are enforceable as per the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, 15 March 2024, the California State Health Code, and County Codes.

All Contractor personnel shall be identifiable by wearing a company uniform or clothing with the company name or logo conspicuously displayed on the clothing. The Contractor shall use personal protective equipment (PPE) as identified in EM 385-1-1, Safety and Health Requirements Manual. The use of proper PPE shall be determined at the pre-work meeting following the Contractor's submittal of AHAs. All PPE shall be in compliance with the SDS for any chemical(s) being used.

The Contractor shall not be in possession of any weapons in the public use areas at any time.
The Contractor shall not take part in any selling or advertising activities.
The Contractor shall not perform any duties relative to any other contract duties while performing this contract.

Alcoholic beverages and/or illegal substances shall not be consumed or possessed prior to or while on duty, nor at any time while the Contractor is performing contract services. The Contractor shall not be under the influence of any substance that impairs his/her ability to safely perform contract services.

The Contractor and their employees shall not smoke in or around any Government-owned structures or facilities. Additionally, the Contractor shall not smoke while in contact with the public and/or Government personnel.

The use of any Government property without proper authorization will not be permitted.
The Contractor shall comply with all CFR Title 36 regulations while performing services under this contract. The Contractor and their employees shall cooperate fully with all Corps of Engineers Employees, local law enforcement and State agencies. The Contractor and their employees are not authorized to direct the work of other contractors.

Protection and Use of Government Facilities and Equipment
The work to be performed is within the boundaries of public areas. The Contractor's attention is directed to the needs for extreme caution and care while driving and operating equipment. Safety requirements of EM-385-1-1 shall apply to all work.

The Contractor shall be responsible for restoring any Government facilities or property damaged as a result of the Contractor's operations. Reasonable care shall be used to avoid damage to existing structures, equipment, facilities, and vegetation in the areas serviced. Any damage shall be repaired or replaced as directed by the COR, and at no cost to the Government. If the Contractor does not make such repairs or replacement, the cost thereof will be deducted from normal contract payments.

The Government will provide repairs, as needed, to Government property used by the public. However, if damages are found to be a result of the Contractor's negligence or lack of reasonable care, the cost of repairs or the cost of replacement will be the responsibility of the Contractor. If the Contractor does not reimburse the Government for such repairs or replacement, the cost thereof will be deducted from normal contract payments.

Performance Evaluation Meeting
The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of a meeting with the Contractor, Contracting Officer (KO) and the COR. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor, KO, and the COR will sign minutes of the meeting(s).

Should the Contractor not concur with the minutes, he/she will state in writing to the Contracting Officer within ten (10) calendar days any areas he does not concur and explain the reasons for non-concurrence. The Contracting Officer will review and consider the reasons submitted for the Contractor's non-concurrence and make a decision. The Contracting Officer will notify the Contractor of the decision in writing within ten (10) calendar days.

Remedial Actions
The COR will verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the problem. A notation will be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.

If the Government creates any discrepancies in contract services, these will not be counted against the Contractor's performance.

When the Contractor is not meeting the limits of satisfactory performance, a CDR will be issued to the Contractor. The seriousness of the failures should govern whether to issue a CDR at the end of the period, or as soon as the limit of satisfactory performance is exceeded.

When a CDR is issued for a service, the Contracting Officer must deduct from the periodic payment a percentage of that payment as indicated in the Performance of Work Requirements Summary.

If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, another CDR will be issued, and the appropriate amount will be deducted from the periodic payment in accordance with the disincentive rate listed in the attached Performance of Work Requirements Summary.

A third CDR will be the cause for Cure Notice. However, the Contracting Officer may issue a Cure Notice or Show Cause letter at any time he/she deems appropriate. Depending on the overall performance of the Contractor, an unsatisfactory reply to the Cure Notice should require a Show Cause letter to be issued, followed by consideration of termination of the contract.

Authorities/Technical Direction

The Contractor shall take no direction from any Government employee or any other person 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 will 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 that equate to a change by notifying the Contracting Officer as directed by the clause. Any direction given by any Government employee or any other person outside their authority must be reported to the Contracting Officer. 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 specifically to this contract only. COR appointment letters from previous contracts at this installation are not valid for this contract.

Payment and Invoices

Invoices for payment shall be submitted upon completion of tasks as outlined in the pricing/payment schedule. Incomplete or inaccurate invoices shall be returned to the Contractor for revision. Invoices shall include all necessary information, including any necessary supporting documentation required as part of this Performance Work Statement. All invoices must reflect the contract number, see Block 2 of Standard Form 1449. The final invoice must be marked “FINAL” and sent to the Contracting Officer. Copies of all invoices shall be provided to the following:

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

USAED, Finance Center
Attn: CEFC-FP
5722 Integrity Dr.
Millington, TN 38054-5005
or
CEFC-Payments@usace.army.mil

A copy each of invoice WITH all necessary supporting documentation as required by this Performance Work Statement shall be mailed to the following address:

U.S. Army Corps of Engineers, Sacramento District
Hidden Dam, Hensley Lake
Attn: COR
Email to be provided at time of award.

Contract Payments

The Government shall pay the Contractor upon submission of proper invoices for the services delivered and accepted or for the portion of work actually performed under the contract.

The Contractor shall be paid at the completion of services for the amount of work accomplished. Failure to complete any of the required items defined in the contract specifications for a particular service shall be cause for that service to be considered incomplete in its entirety. Incomplete services are not billable by the Contractor. As per the Performance Work Statement, if work accomplished is unsatisfactory and does not meet the contract specifications, the Contractor shall be subject to the parameters set forth in the Performance Work Statement and may be held liable for any costs to the Government to correct the problem. The COR shall verify invoices before payment is authorized.

The Contractor shall submit an invoice for payment, verifying that all units, quantities and amounts are true and correct. Invoices shall be received at Hidden Dam, Hensley Lake Project Headquarters and will be e-mailed in a signed PDF format to the COR. An invoice number, the billing period services performed, and itemized line-item charges shall be indicated on the invoice in addition to the Contractor's name, address, contact information and contact number. Hours performed shall be submitted separately with each invoice on a Safety Exposure Report. Invoices will not be processed without the Safety Exposure Report.

The final payment will be authorized when key used for gate access has been returned and all reporting requirements have been met.

Direct payment questions shall be directed to the COR. Payment is NET 30 unless the Contractor specifies prompt payment discount terms in the quote/proposal. Incomplete or inaccurate invoices shall be returned to the Contractor for revision.

Performance of Work Requirements Summary

1. The purpose of this summary is to:
    a. List the contract requirements considered most critical to acceptable contract performance.
    b. Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
2. The Government's quality assurance procedures are based on actual performance of the contract, and all areas will be reviewed periodically, (e.g. daily, weekly, monthly, quarterly, semi-annually, etc.).
3. The criteria for acceptable and/or unacceptable performance are as follows:
    a. Contract requirements. The criteria for requirements are the level of performance deemed acceptable by the Government.
    b. If the quality of work does not comply with the contract requirements, the COR will initiate, and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
    c. The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in this contract.

Performance Standard	Acceptable Quality Level (AQL)	Method and Frequency of Inspection	Remedy

Successful Completion of pre-work meeting and submittal approval as outlined in the Performance Work Statement (PWS).	All submittals provided, and approved, as necessary.	Review by COR and approved by the Safety Officer prior to initialization of any work.	The Contractor shall attend a pre-work meeting and satisfy all requirements per specifications outlined in PWS. Work will not begin until this requirement is satisfied.
Provide weed spraying services per PWS.	Timeliness - 100% required of all tasks in accordance provided schedule. 90% weed eradication required a to achieve AQL.	Random quality assurance inspections by the COR Periodic or 100% Surveillance	Contractor shall reperform at no additional cost to the Government until AQL is met.