PERFORMANCE WORK STATEMENT (PWS)
Tree Planting Services near Ft. Yates, ND
U.S. Army Corps of Engineers – Oahe Project

1.0 General Information.

1.1 Background. The Oahe Project is a multi-purpose U.S. Army Corps of Engineers (USACE) Water Resource Development Project, located on the Missouri River. The purpose of this contract is to improve native woodland habitat in order to establish native understory shrub and tree species to encourage a more diverse habitat for native plant and animal species, while also providing a source of edible fruits for local communities in Sioux County, North Dakota – on the north edge of Ft. Yates.

1.2 Scope of Work. This is a non-personal services contract to provide successful tree planting and establishment services in accordance with the technical specifications and performance standards defined herein. Services include the contractor preparing the site for planting, supplying, planting and establishing all trees to the quantities, quality and specifications outlined in this contract as well as placing weed barrier fabric as specified within the designated work areas. The government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn is responsible to the government. This is a fixed priced, performance-based service contract where the government defines and measures desired outcomes, while contractor methods are generally not constrained or directed.

1.3 Period of Performance. The period of performance shall be for one (1) Base Year of 12 months. The Period of Performance shall be from 1 October 2026 to 30 September 2027. The Contractor shall have one year to complete all services in accordance with contract specifications, after receiving notice of contract award. The time stated for completion includes final cleanup of the premises and removal of all Contractor's equipment, materials and supplies. If adverse weather conditions or any other unforeseen circumstances prevent the completion of the contract work within the allotted time frame, the Contactor shall be required to document and submit in writing to the Contracting Officer a request for contract time extension which must document the cause(s) for the contracted work not being completed on time. Approval of any contract extension shall be at the discretion of the Contracting Officer.

1.4 Contractor Personnel. The contractor shall perform all work under this contract using his or her own forces except as provided in Paragraph 1.4.1 Subcontracting. Employees who perform this work shall be qualified persons on the contractor's own payroll.

1.4.1 Subcontracting. The contractor shall not subcontract any work without written approval of the Contracting Officer. Compliance with the provisions of this contract by subcontractors shall be the responsibility of the contractor.

1.5 Quality Control. The contractor shall designate, in writing, an employee who shall serve as the contact for matters involving quality and performance or nonperformance of the required work stated in this PWS. The employee(s) shall be qualified and fully competent with full authority to act for, and on behalf of, the contractor as necessary to ensure that the required work is performed in accordance with the standards contained herein. The contractor shall furnish the above written designation to the Contracting Officer's Representative (COR) no later than the first day of work. The contractor shall include the name(s), address(s), and telephone number(s) of the responsible individual(s).

1.6 Quality Assurance. The government will use a Quality Assurance Surveillance Plan (QASP) to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government may use Quality Assurance Evaluators (QAE(s)) to provide assistance with the quality assurance methods.

1.6.1 The government has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The government shall perform inspections in a manner that will not delay the work.

1.6.2 If any of the services do not conform to contract requirements, the government may require the contractor to perform the services in conformity with contract requirements and at no increase in cost. If the contract requirements are not met after a second attempt the government may (1) require the contractor to take necessary action to ensure

that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

1.6.2.1 Upon verification of a validated customer complaint or corrective action report, the COR will notify the contractor that they are required to re-perform specific services.

1.6.3 The government may take action, if the contractor fails to perform the services again or to take the necessary action to ensure future performance is in conformity with the contract requirements. The government may (1) by contract, or otherwise, perform the services and charge to the contractor any cost incurred by the government that related to the performance of such service or (2) terminate the contract in whole or in part.

1.6.4 The contractor is responsible to replace/repair any damage to government property due to negligence, at his or her own cost. The government may take action, if the contractor fails to replace/repair any damage to government property. The government may (1) by contract, or otherwise, replace/repair damaged government property and charge to the contractor any cost incurred by the government to replace/repair any damage.

1.7 Hours of Operation. The contractor is responsible for conducting business, between the hours of sunrise and sunset Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.8 Pre-Work Meeting. Prior to commencing any activities, the contractor shall arrange a Pre-work Meeting with the COR. The Meeting shall discuss the work requirements, scheduling, submittal process, review of the Activity Hazard Analysis (AHA), and Abbreviated Accident Prevention Plan (AAP). At least one (1) week prior to commencing work, the Contractor shall coordinate their proposed work schedule with the COR.

1.9. Submittals. Prior to commencement of services, the Contractor shall submit the following documents to the COR for review and approval:

a. Activity Hazard Analysis (AHA);
b. Abbreviated Accident Prevention Plan (APP);
c. List of who will perform work on this contract and contact information;
d. Proof of Insurance for Contractors and Subcontractors.

1.10 Standards and Regulations. The Contractor shall perform to the standards in the contract and comply with all Local, State, and Federal Regulations during the services performed. The Contractor is responsible for ascertaining the extent to which these regulations affect the operations resulting from this contract. The Contractor shall comply will all applicable regulations. Applicable regulations include, but are not limited to the following:

a. Code of Federal Regulations (CFR), Title 36, Chapter III, Part 327, Rules and Regulations Governing Public Use on Corps of Engineers Water Resource Development Projects EP 1165-2-316 (http://www.publications.usace.army.mil/Portals/76/Publications/EngineerPamphlets/EP_1165-2-316.pdf?ver=2013-08-22-104526-670)
b. Engineering Manual (EM) 385-1-1 (USACE – Safety and Health Requirements Manual), dated November 2014; http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf
c. Occupational Safety and Health Standards (29 CFR 1910)

1.10.1 Activity Hazard Analysis (AHA). The contractor shall prepare the AHA in accordance with Paragraph 01.A.14 or 01.A.15 of the EM 385-1-1. If using Paragraph 01.A.15, prepare the AHA IAW Figure 1-2.

Note: Contractors and other individual employer's typically use Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), or similar Risk Management assessment tools. The government considers equivalent to, and acceptable substitutes for, the USACE's AHA provided the data collected is the same as that required by the AHA, commensurate with the type of services the contractor is performing.

1.10.2 Abbreviated Accident Prevention Plan (APP). EM 385-1-1 in its entirety may be too complex for the type of work performed under these contracts; contractors may reference Appendix A, for abbreviated Accident Prevention Plan (APP). The contractor shall only need to submit items in Appendix A that are pertinent to the contract. The contractor shall use a qualified person to prepare the site-specific abbreviated Accident Prevention Plan (APP). The contractor shall prepare the APP in accordance with the format and requirements of the EM 385-1-1 and supplemented herein. The contractor shall sign and submit the APP for approval prior to the start of work onsite.

1.11 Physical Security

1.11.1 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.

1.11.2 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.

1.11.3 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.

1.12 Environmental Protection. The Contractor shall perform all work in such a manner to minimize the pollution of air, water, or land, and shall within reasonable limits control noise and the disposal of solid waste materials, as well as other pollutants.

1.12.1 Protection of non-target species. The Contractor shall not deface, injure, remove, cut, or destroy non-target trees, shrubs or other non-target vegetation. Care shall be exercised at all times by the Contractor to protect desirable (non-target) species, including ground cover, from damage from work activities.

1.13 Protection of Resources. The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids, pesticides, or other harmful materials. The Contractor shall investigate and comply with all applicable Federal, State and Local Laws and Regulations concerning pollution of rivers and streams.

1.13.1 Spillage. Special measures shall be taken to prevent chemicals or any other potentially-hazardous substance from entering public waters. If any spillage occurs, the contractor shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the Contracting Officer, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to reestablish vegetation all at the expense of the contractor.

1.13.2 Disposal. Disposal of all materials shall be at the appropriate locations as directed by the COR. Disposal of any materials, wastes, effluent, trash, garbage, fuel, chemicals, etc., in areas adjacent to rivers and streams shall not be permitted. If any waste material is dumped or placed in unauthorized areas, the contractor shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated and disposed of as directed by the Contracting Officer, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to reestablish vegetation all at the expense of the contractor.

1.14 Fire Potential. Worksite environmental/seasonal conditions during the timeframe in which the contracted work is to be completed are such that the potential for a wildfire may exist. It is the Contractor's responsibility to minimize the potential for a wildfire by: 1) not smoking outside of a vehicle while working on-site, 2) insuring that all gasoline/diesel powered equipment (excluding passenger vehicles) are equipped with spark arrestor muffler systems, 3) insuring that all gasoline/diesel powered equipment are not refueled with warm or hot spark arrestors (running or not), and insuring that a nonfreezing-type A-B-C fire extinguisher commensurate with the size of the fire danger is present on all mechanized equipment and in very close proximity to all of the Contractor's equipment.

1.15 Payment The government will make payment **upon completion of all services**, after the government has inspected and accepted the services, and the government has reviewed, approved, and processed the contractor's invoice. The contractor shall submit the invoice to the COR and/or any other person that has been designated in the contract to receive the invoice. The invoice should be sent by email to Trevor Laine at Trevor.J.Laine@usace.army.mil and Patrick Feiock at Patrick.D.Feiock@usace.army.mil

1.15.1 The contractor must provide the contractor's name, address, contract number, period of services completed *(i.e., for the month of January or for the period of performance of January 1 through February 23)*, CLIN number and specific quantities of work performed *(i.e., 1 Month, 40 days, 100 acres, etc*.), and total requested, for an invoice to be considered proper.

2.0 Definitions. The following definitions and descriptions apply wherever the word(s) or phrase(s) is/are stated in this PWS:

Acceptable Level of Performance (ALP): The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot considered satisfactory on the average. The allowable leeway or variance from a standard before the government will reject the specific service.

Contracting Officer's Representative (COR): means an individual designated an authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

Performance-Based Contract (FAR 2.101): Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise.

Performance Requirements Summary (PRS): The PRS shows contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract requirement (Fixed Price Contracts), the standard of performance, and the acceptable level of performance (ALP) for each work requirement.

Quality Assurance Surveillance Plan (QASP): An organized written document used by the Government for quality assurance surveillance. Document contains sampling/evaluation guides, checklists, and the performance requirements summary (PRS).

3.0 Contractor Furnished Items and Responsibilities

3.1 General. The Contractor shall furnish all supplies, equipment, facilities, labor and services required to perform work under this contract.

3.2 Site Preparation. The Contractor shall perform all site preparation, which shall, at a minimum, consist soil cultivation.

3.2.1 Soil Decompaction and Conditioning. In the fall of 2026 and spring of the planting year (2027), the Contractor shall perform deep mechanical tillage (e.g., ripping, subsoiling, or disking) to a minimum depth of 9 inches across the designated planting areas. After the final tillage, the soil shall be processed to a friable, horticultural consistency, ensuring a minimum of 95% of soil clods and aggregates are pulverized to a diameter of 2 inches or less. The resulting soil matrix must provide adequate pore space for water infiltration and gas exchange. The width of this soil preparation shall extend outward to the planned edge of the landscape fabric. Upon completion of soil preparation, the Contractor shall notify the Contracting Officer's Representative (COR) and provide a minimum of three (3) full working days' advance notice to allow for site inspection and approval prior to the planting of any trees.

3.2.2 Limits of Soil Conditioning and Site Restoration. Soil conditioning is strictly required only within the designated tree planting areas where landscape fabric is scheduled for installation. If the Contractor's operations disturb or destroy existing vegetation in the areas between the tree rows, the Contractor shall reseed the damaged areas with an approved native grass mix at no additional cost to the Government prior to final demobilization.

3.3 Tree Seedlings. The Contractor shall be responsible for locating, proper handling, storage and on-site delivery to the work site of all tree seedlings to be planted under this contract that are classified as Grade 1 or 2 standard tree seedlings, from the species specified within this section. The quantity of the trees shall be determined based off the spacing listed in 3.3.3 and the length of each row provided.

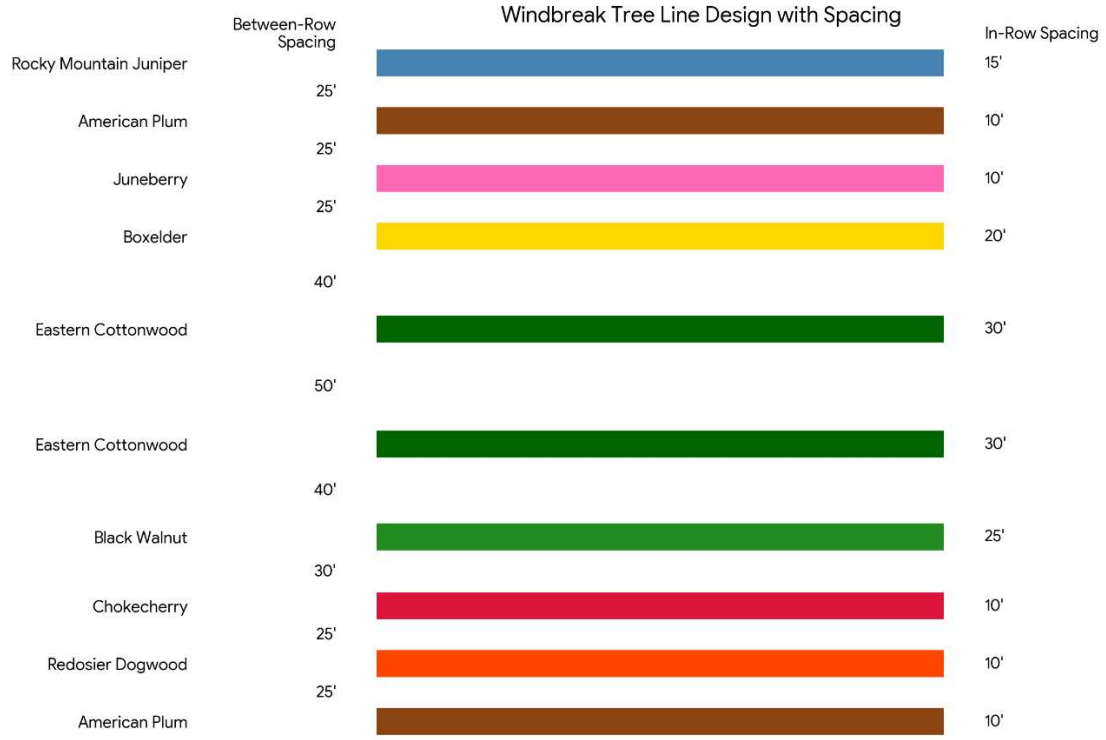
3.3.1 Grade Classification of Tree Seedlings. The Grade of conditions of tree seedlings standards is listed below, only tree seedlings that meet either "Grade 1" or "Grade 2" may be planted under this contract. At the time of planting, all trees must be free of objectionable features such as root bound, mechanical injury, and crown decline as well as other features that may affect the plant's future health, growth, strength, form, and beauty. Trees/seedlings not meeting the minimum of this criteria will not be accepted.

Grade 1	Stem length:	8"-24"
	Root collar:	3/16" or larger
	Stem Condition:	Stiff, woody
Grade 2	Stem length:	6"-10"
	Root collar:	1/8"-3/16"
	Stem Condition:	Moderately stiff

- **3.3.2 Approved Tree Species.** Only live tree species specifically listed in this section may be planted under this contract that meet the grade classifications listed in 3.3.1. Planting stock shall be of the current year's growing season and from nurseries within 300 miles of the Oahe Project. All trees, shrubs, and other plant materials supplied and installed under this agreement shall be of a species and cultivar known to be reliably

hardy in USDA Plant Hardiness Zone 4. The contractor is responsible for verifying that all plant materials meet this requirement. Trees may be transported and stored from containers, balled/burlapped, or bare-root. If the contractor wishes to plant a tree species other than listed in this section they shall propose the tree species and include scientific name to the COR a minimum of 14 days prior to planting for approval. Approved species are as follows: Rocky Mountain Juniper (Juniperus scopulorum), American Plum/Wild Plum (*Prunus americana*), Serviceberry/Juneberry (*Amelanchier spp.*), Boxelder (*Acer negundo*), Eastern Cottonwood (*Populus deltoides),* Black Walnut (*Juglans nigra),* Common Chokecherry (*Prunus virginiana*) and Redosier Dogwood (*Cornus sericea*)

3.3.3 Tree Layout. Trees shall be planted in the layout shown below with the Rocky Mountain Juniper on the western edge of the planting**.** No trees shall be planted within 30 feet of the property boundary. In row spacing in design is defined as the distance between each individual plant within a row.



3.3.4 Length of Tree Rows. Starting from the west, rows 1-4 are expected to be 1250 feet in length. Rows 5-10 are expected to be 1550 feet in length. Rows should not deviate more than 20 feet in length without approval from the COR. See attachment for design standard.

3.4 Equipment, Labor and Tools. The Contractor shall provide all necessary equipment including vehicles such as ATV/UTV/four-wheeled drive vehicle or tractor to access the work units and any equipment, labor and tools necessary to successfully plant the seedlings as specified in this contract. Four-wheel drive and high-profile vehicles and/or equipment is highly recommended to access the unit and to travel throughout the work unit.

3.5 Storage. The Contractor shall be responsible for their own storage needs of trees, equipment, supplies, vehicles and any other contractor-furnished or owned items. The Government shall not be held responsible for damage, vandalism, or theft of any contractor-supplied equipment and supplies.

4.0 Specific Tasks

4.1 Basic Services. The Contractor shall provide services and all necessary labor, supervision, materials, trees/seedlings, equipment and supplies for proper soil preparation and successful planting within the specified work

units. The contractor shall supply the necessary trees to meet the quality and quantity of tree species specified herein, see Section 3. The Contractor is responsible for obtaining, proper storage, proper handling, transportation, and successful planting, along with proper placement of fabric within 15 days following the planting of the tree seedlings.

4.1.1 Documentation to and inspection by COR. Prior to planting, the Contractor is required to provide the COR with verification of the seedling/tree species, place of origin, and lifting date at the nursery. The Contractor shall notify the COR when anticipated planting of trees will begin at least 48-hours prior to planting.

4.2 Work Unit Description. This planting area is a relatively flat grass covered prairie, but does have some slight rolling hills and some portions of the area may involve planting on a slight sidehill. The area designated for planting is estimated to be 11 acres. At current reservoir levels this planting takes place in the uplands of Lake Oahe, but may still involve crossing some seasonally wet areas for access to the site.

4.2.1 Access to Site. While legal access to the site will be provided, the contractor may prefer an alternative access point. The contractor will be required to secure permissions independently to access across lands not owned by the US Army Corps of Engineers.

4.3 Tree Planting. The Contractor shall plant trees that meet the specifications herein from the approved tree species list, located in *Paragraph 3.3.2*. Planting may be performed by hand or machine/equipment, planted in a vertical position (+/- 10 degrees from vertical) into the soil in accordance with the specifications in this PWS to ensure successful planting and establishment of each tree.

4.3.1 Planting depths. Care shall be taken to ensure that trees are planted no deeper than one inch (1") above the top of the root collar. All roots of planted trees shall be placed below the surface of the soil.

4.3.2 Fabric. The Contractor shall place woven weed barrier fabric running the entire length of each tree row. Each row of fabric shall be a minimum of 6 foot in width. Holes in fabric shall be cut around each tree large enough to allow for growth of trees, but not excessively large which would facilitate weed growth. If fabric is cut in a manner which results in a loose flap of fabric such as a C or J shape the attached flap shall be stapled down or removed to prevent it from blowing in the wind.

4.4 Soil and Weather Conditions. Soil temperatures shall be above 45 degrees Fahrenheit at a depth of 6 inches at time of planting. Air temperatures should not exceed 80 degrees Fahrenheit or lower than 32 degrees Fahrenheit or be forecasted within 48-hours following the planting.

4.5 Final Inspection. The Contractor shall notify the COR a minimum of 48-hours prior to completion of the work within each work unit to conduct the final inspection. The Contractor shall be required to meet with the COR at the final inspection on-site within each work unit to ensure the services have been provided successfully to the contract and all contract specifications have been achieved. The Contractor shall not remove his/her equipment, materials and supplies from the designated work unit until directed by the COR following final inspection of the work unit. The Government will not accept an invoice for payment from the Contractor until all work activities have been completed in all units and after successful final inspection.

5.0 Performance Requirements Summary. The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance

PRS # 1. The contractor shall successfully provide trees and tree planting services within the designated work units at the Oahe Project.	The contractor provided tree planting services that meet all contract specifications.	No deviation from standard.	Periodic surveillance by the COR.

6.0 Attachments

6.1 Attachment 1. Location of tree planting Work Unit.
6.2 Attachment 2. Layout of tree rows within Work Unit.
6.3 Attachment 3. Planting Information