

Performance Work Statement
USACE Portland District
ODV Vegetative Management IDIQ Contract
February 28, 2025

PERFORMANCE WORK STATEMENT FOR VEGETATION MANAGEMENT SERVICES

1. References:

- a. U.S. Army Corps of Engineers (USACE), EM 385-1-1 (latest) – Safety and Health Requirements

2. Scope of Work:

- a. **General:** The Willamette Valley and Rogue River Basin Project consists of 15 interconnected dams and reservoirs as shown in Appendix A. Each of these dams and reservoirs require a Vegetation-Free Zone to allow reliable access to, and along, applicable levees, floodwalls, embankment dams, and critical appurtenant structures in all flood damage reduction systems. The Vegetation-Free Zone allows access by personnel and equipment for surveillance, inspection, maintenance, monitoring, and flood fighting and provides unobstructed space for construction of temporary flood-control structures. Access is typically by four-wheel-drive vehicles, but occasionally requires larger equipment such as tractors, bulldozers, dump trucks, and helicopters.
- b. **Locations / Place of Performance:** Location(s) of work to be performed will be identified within individual Task Orders. All work is to be performed within the Willamette Valley and Rogue River areas of Oregon and is limited to dam sites within Lane, Linn, and Marion counties.

3. **Period of Performance:** The period of performance for this IDIQ contract shall be for five (5) years from date of award. Specific Periods of Performance(s) related to individual Task Orders shall be specified within the Task Orders.

4. Description of Services:

The Contractor shall provide non-personal services, to include all personnel, equipment, materials, supervision, and other items and services necessary to perform tree/shrub clearing, vegetative/debris clearing, herbicide application, succession control (mowing), and biological control (goat) services at various locations within the Willamette Valley / Rogue River Basin Project (Appendix A). Designated work areas will be specified in each task order. The Contractor's performance will be based on the Contracting Officer's (KO) evaluation and Contracting Officer's Representative (COR) and Quality Assurance Personnel (QA) and the results required by the Service Delivery Summary (SDS), and not the frequency or method of performance. Results of the evaluations will be the determining factor for the success or failure of this contract. The Contractor shall comply with applicable federal, regional, state, local laws, normal industry standards, practices, specifications and/or guides. The Contractor shall provide the following services as indicated below and as specified to be performed in each Task Order Statement of Work

- a. **Mobilization / Demobilization:** Mobilization and demobilization to project sites and between work sites shall be specified within individual Task Orders.
- b. **Tree / Shrub Clearing Service:** The Contractor shall remove specified trees and shrubs from the designated work area. Work areas will vary in number and types of stems to be removed. All trees and shrubs up to eight (8") d.b.h. shall be cut and mulched. All stumps shall be cut to one (1") inch below ground level. Mulch created by the operation shall be removed from the work area. Designated work area may contain uneven terrain, road rights-of-way,

infrastructure, and confined environments. Vegetation designated for retention shall not be disturbed. Grass used for stabilization shall remain in place and mowed to a height of 3-6". The work shall be completed to minimize soil disturbance.

- i. Limitations: Add limitations on what tree types can be cut vs herbicide (maples?)
 - ii. **Measurement and Payment:** Payment for all tree/shrub clearing will be made at the total respective negotiated per job price for "Tree/Shrub Clearing Service" under each task order issued. Total per job price shall be based on total quantity of hours negotiated to be required for each specific task order utilizing binding hourly rates established at contract award. Hourly unit prices for "Tree/Shrub Clearing Service" and total per job payment for "Tree/Shrub Clearing Service" shall constitute full compensation for the cost of rental of the equipment, fuel, materials, supplies, repairs, operator, supervision, support equipment, and incidentals necessary to mobilize each piece of equipment to the worksite on the ground and in operating condition, to remove each piece of equipment from the worksite, and incidentals required to perform tree/shrub clearing services as specified in this contract
- c. **Vegetation and Debris Removal Service:** The Contractor shall remove all designated trees, shrubs, stumps, herbaceous vegetation, down/dead vegetation, driftwood, and debris from the designated work area. Work areas shall be specified within individual task orders and may include in-water areas for removal of debris from reservoirs.
- i. **Measurement and Payment:** Debris removal services shall be computed by the Contracting Officer in hours of productive operation. In computing the number of hours of productive operation, only the time of actual operation will be considered. Standby or idle time, including lunch periods when equipment is not operating, or repair of equipment will not be paid for. Time spent, up to 15 minutes per 8-hour day, for performing routine maintenance and servicing such as refueling, and greasing will be considered productive operation. Payment for all earthwork, grading, vegetation, and debris removal services will be made at the total respective negotiated per job price for "Earth, Grading, Vegetation/Debris Removal Services" under each task order issued. Total per job price shall be based on total quantity of hours negotiated to be required for each specific task order utilizing binding hourly rates established at contract award. Hourly unit prices for "Earth, Grading, Vegetation/Debris Removal Services" and total per job payment for "Earth, Grading, Vegetation/Debris Removal Services" shall constitute full compensation for the cost of rental of the equipment, fuel, materials, supplies, repairs, operator, supervision, support equipment, and incidentals necessary to mobilize each piece of equipment to the worksite on the ground and in operating condition, to remove each piece of equipment from the worksite, and incidentals required to perform earthwork, grading, vegetation, and debris removal services as specified in this contract.
- d. **Herbicide Application Services:** The Contractor shall supply and apply specified herbicides to control targeted grass, broadleaf, and woody vegetative species. Application techniques may include, but are not limited to, basal, stem, injection, banding, frill, or girdle and any other technique which delivers herbicide at low pressure to the stump, base, or stem of the target vegetation. The Contractor shall perform herbicide application services in accordance with all local, state, and federal laws, manufacturer's recommendations, and in accordance with specifications contained herein.

- i. **Approved Herbicides:** Herbicide approval will be by individual Task Order. Use only approved herbicides that are effective against the target species and safe for the environment. Do not use any herbicides that contain ingredients found on the Oregon Restricted Use Pesticide list.
- ii. **Aquatic Sensitive Areas:** Areas designated as aquatic sensitive areas or areas that are an aquatic area by nature must only be treated with chemicals labeled for aquatic use. If an herbicide application is made to an aquatic area, a weather forecast for the 24-hour period immediately following the application must be submitted with the PAR. All aquatic sensitive areas will meet Oregon NPDES requirements.
- iii. **Dye / Marker:** Include a distinguishing, water-based color dye or other approved color marking system in the herbicide solutions to ensure coverage can be easily identified. Dye amount in the herbicide must be visible on the sprayed sites for a minimum of 24 hours after application.
- iv. **Application:** Mix and apply all herbicides according to the E.P.A. approved label instructions in designated work areas. Apply herbicides uniformly over the entire area to be treated and ensure that chemicals are not allowed to affect non-targeted areas or species. Apply herbicides using methods that minimize drift and non-target impacts, such as spot spraying. The potential exists for work areas to be in close proximity to areas of human activity. The Contractor is to avoid contact with the public, work force, livestock, and crops with either spray or drift. The Contractor shall be liable for any damages resulting from improper use of herbicides.
- v. **Weather:** The Contractor must identify weather conditions before beginning any pesticide application and continue to monitor weather conditions throughout the course of the application. Manufacturer's label directions and warnings relative to temperature, wind, or other weather conditions must be strictly adhered to. The Contractor must immediately stop applying pesticide if weather conditions begin to adversely impact the application. Herbicide applications must not take place when precipitation is expected before the herbicide formulation is rain fast. If treatment is followed by rain before the application is rain fast as specified in the herbicide label, the area must be retreated at the Contractor's expense.
- vi. **Training:** Personnel must be trained and certified in herbicide application.
- vii. **Records, Applications, and Submittals:** The Contractor shall provide accurate records of all herbicides used on public lands. The Contractor shall submit for approval a completed pre-use pesticide application form (Appendix B-1) for each pesticide prior to application. The Contractor must allow a minimum of one (1) week for approval. If approved, the Contractor will be required to submit a completed post-use pesticide application form (Appendix B-2) for all herbicides actually applied. This form shall be completed and submitted no more than 48 hours after completion of the application.
- viii. **Measurement and Payment:** Payment for herbicide application services shall be made at the applicable unit price per Acre or Square Yard as indicated on the line-item schedule for "Type ## - Herbicide Application Services". Price and Payment shall constitute full compensation for providing all labor, operators, supervision, equipment, fuel, materials, supplies, mobilization and demobilization, and incidentals required to provide herbicide application in accordance with the contract specifications. Herbicide

application by Type and unit of measurement associated with each shall be:

1. Type I: UOM = ACRE
2. Type II: UOM = ACRE
3. Type III: UOM = ACRE
4. Type IV: UOM = ACRE
5. Type V: UOM = ACRE

ix. Pesticide will be paid based upon the proposed fixed price as outlined in the bid schedule and charges based upon the actual amount applied. For chemicals not listed on the bid sheet, but required by individual task order an acceptable fixed price application rate will be negotiated prior to acceptance and application of that chemical.

e. Succession Control (Mowing) Services: The Contractor shall mow all broadleaves, grasses, and woody vegetation up to two and one-half (2-1/2") inch caliper in the designated work areas, to a height of not more than six (6") inches from ground level in the designated work area. Mowing will not be permitted when ground conditions are such that mowing operations will cause wheel rutting. The Contractor shall operate equipment in such a manner that will prevent the wheels from tearing the ground surface on turns. No uncut strips of vegetation shall remain in the work area after completion of mowing operation.

i. Measurement and Payment: Payment for succession control mowing of fields shall be made at the applicable unit price per Acre mowed. Price and Payment shall constitute full compensation for providing all labor, operators, supervision, equipment, fuel, materials, supplies, mobilization and demobilization, and incidentals required to provide for succession control mowing in fields in accordance with the Task Order requirements.

f. Biological Control (Goat) Services: Biological control will involve the use of goats to graze and control vegetation. Areas designated for biological management will be those areas with widespread vegetation, typically dense brush and invasive species, suitable for goat consumption that can be managed via targeted grazing. These areas will often be hard to reach with equipment or environmentally sensitive. The Contractor shall provide and monitor goats while on Government property. Ensure goats are managed by experienced handlers to avoid over grazing and/or damage to desired vegetation. Contractor shall implement rotational grazing to optimize vegetation control and soil health.

i. Measurement and Payment: Look up examples

5. Service Delivery Summary (SDS): The contract service requirements are summarized in performance objectives that relate directly to requirements. The performance threshold briefly describes the minimally acceptable levels of service required for each requirement. The SDS and the Contractor's Quality Control Plan provide information on contract requirements, the expected level of Contractor performance and the expected method of government validation and confirmation of services provided. These thresholds are critical to mission success

PERFORMANCE OBJECTIVE	PWS PARA.	PERFORMANCE THRESHOLD	REMEDY	METHOD OF ASSESSMENT
<p>SDS-1</p> <p>a. Tree/Shrub Clearing</p> <p>b. Vegetation and Debris Removal Service</p>	Paras. 1.1, 1.2, & 1.3 (inclusive)	No more than one (1) valid defect per task order.	Re-performance within 24 hours of notification, or a mutually acceptable timeframe to KO, COR, and Contractor.	Periodic Validation
<p>SDS-2</p> <p>Herbicide Application Service</p>	Para 1.4	<p>Achieve a 95 percent coverage of the target species.</p> <p>Inspect 15 days after herbicide application to ensure the 75 percent kill rate has been achieved.</p>	<p>Unsuccessful herbicide applications shall be corrected by the Contractor at no additional cost to the Government.</p> <p>Re-performance within 24 hours of notification, or a mutually acceptable timeframe to KO, COR, and Contractor.</p>	Periodic Validation
<p>SDS-3</p> <p>Succession Control (Mowing) Service</p>	Para 1.5	No more than one (1) valid defect per task order.	Re-performance within one day, or a mutually acceptable timeframe to KO, COR, and Contractor.	Periodic Validation
<p>SDS-4</p> <p>Biological Control Services (Goats)</p>	Para			

<p style="text-align: center;">SDS-5</p> <p style="text-align: center;">Quality Control</p> <p>a. Contractor's Quality Control Plan (CQC Plan) (incorporated into contract after award)</p>	Para 2.1	100% compliance to CQC Plan	Contractor shall complete a written corrective action report	Planned Inspection
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a. Quality Control:

- i. Contractor Quality Control (CQC) Plan:** The Contractor shall provide a written Contractor's Quality Control Plan (CQC Plan) describing the quality control system to be implemented by the Contractor during execution of the contract work. The CQC Plan shall include identification of the commercial practices and procedures to be used. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-performance and continual repeat of defective service does not occur. The plan shall specifically address the Contractor's strategy to provide quality workmanship, continual process improvement and for correcting deficiencies as required. The Contractor shall submit the plan for Contracting Officer approval no later than 15 calendar day after the post-award conference.
- ii. Supervision:** A minimum of one (1) supervisor shall be on duty in the contract work area during all scheduled working hours to ensure compliance with the contract specifications. The Contractor must supply in writing the name(s) of this/these supervisor(s) who can be contacted daily and shall furnish a telephone number and mailing address. The Contractor shall furnish a line of communication to the supervisor on duty during task order who can be contacted during business hours. This communication link shall be a supervisor's cell phone, pager or similar devices that will allow for reliable communication with KO/COR.

b. Quality Assurance:

- i. Quality Assurance Surveillance Plan (QASP):** The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP) provided in each individual Task Order. The QASP defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).
- ii. Method of Verification:** Contract performance will be assessed through periodic validation, planned inspection, and/or 100% inspection to assure the Government that the work specified under this contract is completed satisfactorily. The KO or COR shall inspect by validating actual work performance, physically checking an attribute of the completed task, checking a management information report, investigating customer complaints, conferring with Project Staff, or otherwise inspecting the task or its results to determine whether performance meets the standards contained in this PWS.

 - 1. Periodic Validations:** The COR may employ a "spot check" style of inspection and evaluation of services performed. Periodic validations will be conducted on a scheduled basis (daily, weekly, or monthly) and may be adjusted, based on quality trends.

2. **Planned Inspections:** This method of inspection surveillance is used by the COR when individual activities of importance or cost are performed, where the Contractor has a record of poor performance, or where services to be monitored are at several sites and can be scheduled to conserve inspection travel time.
3. **100% Inspection:** This is an inspection method whereby all work activities are monitored.

c. Performance Assessment

- i. **Unsatisfactory Inspection:** Any unsatisfactory inspection (defect) result shall be recorded, and the Contractor shall re-perform the service after notification by the KO or COR. Failure to meet the performance threshold as outlined in the SDS for any of these performance objectives in any task order period shall result in a warning or letter of concern from the KO.
- ii. **Underperformance:** When a performance threshold has not been met or Contractor performance has not been accomplished, the COR will initiate and provide the Contracting Officer a DD Form 2772, Contract Discrepancy Report (CDR) for issuance to the Contractor. The Contractor shall respond to the CDR in accordance with instructions provided and return it to the Contracting Officer within 10 calendar days of receipt.

6. Invoicing and Payment:

- a. Payment shall be made after satisfactory completion, inspection, and acceptance by the COR of all agreement work performed and receipt of a satisfactory invoice covering the services rendered. Payment will be made via Electronic Funds Transfer (EFT) and is generally received 4-6 weeks after submission.
- b. The Contractor shall submit one electronic PDF invoice to the following:
 - i. CEFC-G2invoices@usace.army.mil
 - ii. COR: Designation and email address shall be provided within individual Task Orders
- c. Each invoice shall have a contract number and associated contract line item being charged for completed and accepted work.
- d. For invoice receipt verification or for a Contractor's payment problem, the Contractor may contact the designated COR or USACE Finance Center (Millington) at phone number (901) 873-9077.

7. Safety:

- a. **Accident Prevention Plan (APP):** The Contractor shall provide a written, site-specific, APP in accordance with EM 385-1-1 (latest). Additional requirements for the APP shall be specified in the individual Task Orders. At a minimum, the plan shall include any unusual or unique aspects of the project or activity for which it is written and interface with the Contractor's overall safety and health program. The APP shall be submitted to the Government for approval following Task Order award. Work of the Task Order cannot proceed without an accepted APP. Once accepted, the APP shall be enforced as part of the contract. Disregarding the provisions of the contract or the accepted APP will be grounds for stopping work, at the discretion of the COR, until the matter has been resolved. Changes to

the accepted APP shall be approved by the COR, Project Superintendent, SSHO, and Quality Control Manager.

- b. **Activity Hazard Analysis (AHA):** Activity Hazard Analyses (AHAs) shall be developed by the Contractor and submitted as part of the APP. AHA format shall be in accordance with EM 385-1-1 (latest). AHAs should be used during daily inspections to ensure the implementation and effectiveness of the activities' safety and health conditions. AHAs shall be reviewed periodically and updated as necessary when hazards or procedures change.
- c. **Controlling Authority:** The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health including that of their subcontractors. Contractors are responsible for informing their subcontracts 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.
- d. **Emergency Medical Treatment:** Contractor shall arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

8. Accident Notification and Reporting:

- a. **Accident Notification:** Notify the COR as soon as practicable, but not later than four (4) hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, or property damage equal to or greater than \$2,000. Information shall include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident: to include type of equipment used, Personnel Protective Equipment (PPE) used, etc. Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.
- b. **Accident Reports:** For recordable injuries and illnesses, and/or property damage accidents resulting in \$2,000 or more in damages, the Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete USACE Accident Report Form 3394 and provide the report to the COR within two (2) calendar days of the accident. The COR will provide copies of any required special forms.

9. Key Personnel:

- a. **Contracting Officer's Representative (COR):** The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: 1) assure that the Contractor performs the technical requirements of the contract; 2) perform inspections necessary in connection with contract performance; 3) maintain written and oral communications with the Contractor concerning technical aspects of the contract; 4) issue written interpretations of technical requirements, including Government drawings, designs, specifications; 5) monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; and 5) coordinate availability of government furnished property, and provide site entry of Contractor personnel.

A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order

- b. Site Safety and Health Officer (SSHO):** A Government approved SSHO shall be at the work site at all times to perform safety and occupational health management, surveillance, inspections and safety enforcement for the Contractor. Specific requirements and qualifications for the SSHO shall be specified within individual Task Orders
- c. Project Superintendent:** The Contractor shall provide a Project Superintendent who shall be responsible for the performance of the work. The Project Superintendent shall be designated in writing to the Contracting Officer. The Project Superintendent shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.
- d. Additional Government Personnel:** Other key Government personnel shall be identified within individual Task Orders as applicable.

10. Schedule and Delays:

- a. Initial Schedule:** The Contractor shall submit for Government approval an Initial Schedule for each Task Order prior to start of work. Specific requirements for schedule content and format shall be specified in each Task Order.
- b. Weather and Time Delays:** If unusually adverse weather conditions prevent the completion of the Task Order within the allotted time frame, the Contractor will be required to submit, in writing to the COR, a request for a time extension, which must document the cause(s) for the task order not being completed on time. Lack of personnel, equipment, or other work priorities will not be acceptable reasons for allowing an agreement time extension. Approval of any agreement extension must be at the determination of the Contracting Officer (KO).

11. Meetings: The KO, COR, Project Staff, other Government personnel as appropriate, and the Contractor shall meet at mutually agreeable times to discuss work associated with task orders and Contractor's performance. Meetings and coordination shall be performed at no additional cost to the Government.

- a. Post Award Conference:** The Contractor must attend a Post Award Conference meeting in accordance with FAR Subpart 42.5. This conference will address the requirements associated with the contract including, but not limited to the following:
 - i. Performance Plan
 - ii. Accident Prevention Plan
 - iii. Quality Control Plan
 - iv. Supervisors
 - v. Equipment List
 - vi. Certifications
 - vii. Materials
 - viii. Issuance of Task Orders
 - ix. Quality Assurance

x. Communication

- b. **Task Order Coordination Meetings:** The Contractor shall meet with the with the COR and Project Staff prior to execution of all task orders to coordinate work efforts and timeframes.
- c. **Periodic Meetings:** The COR and other government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the COR will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the government of problems, if any, being experienced. Appropriate action must be taken to resolve outstanding issues.
- d. **Safety Meetings:** The Contractor shall conduct, and document safety meetings as required by EM 385-1-1.

12. Government Furnished Items:

- a. **Facilities/Exterior Space:** Use of specific Government facilities will be designated within individual Task Orders. The contractor shall ensure facilities are maintained in a neat, clean, and professional manner. The Contractor may store material and equipment at the work sites during continuous working days if notification is given to the COR in advance. The Government assumes no responsibility for the safety or security of equipment/material left on Government or private property
- b. **Materials/Equipment:** No Government furnished Materials or Equipment are anticipated.
- c. **Services:** No Government services will be provided under the individual Task Orders of this contract.
- d. **Utilities:** Government furnished utilities shall be specified under the individual Task Orders of this contract.

13. Contractor Furnished Equipment, Personnel and Materials:

- a. **General:** All Contractor furnished equipment and materials used in the performance of this contract shall be of suitable size and type for the intended use. The Contractor shall furnish capable and competent personnel associated with the performance of this contract. The KO/COR reserves the right to inspect all equipment, materials, and supplies during the course of this contract.
- b. **Personal Protective Equipment:** The Contractor is responsible for providing all appropriate personal protective equipment (PPE) in accordance with EM 385-1-1 (latest) during the performance of this contract.
- c. **Equipment and Vehicles:** The Contractor shall provide all equipment necessary to perform all services under this contract. The equipment must comply with EM 385-1-1 (latest). Contractor-furnished equipment shall be inspected daily by the Contractor and maintained in a safe and good working condition. Any equipment or materials found to be unsafe or not in conformity with the contract specifications shall not be used. Equipment shall be clearly marked with an identification sign showing the Contractor's name, type of business and

address. Contactors equipment must be of suitable size to access work area locations. Work areas with limited or restricted access shall be identified under the individual Task Orders of this contract. While working on specific task orders, the Contractor's equipment may be stored on Government property administered by the USACE. It is the Contractor's responsibility to secure their personal property during working and non-working hours. The Government will not be held liable for damaged, lost, stolen, or vandalized property.

- d. Materials:** The Contractor shall provide all materials necessary to perform all services under this contract and individual Task Order.

14. Security and Access:

- a. Access:** The Contractor shall be responsible for access to, into, and through all locations. Access to locations may or may not be through locked barricades and gates, or through Government or private property. The Contractor shall use approved routes as designated in each Task Order.
- b. Hours of Operation:** The Contractor shall perform services during normal duty hours which are 0700 - 1630, Monday through Friday, excluding federal holidays, unless otherwise required in the contract or approved by the COR. There may be situations that require the Contractor to work at times other than normal working hours. Contractor must obtain prior approval from KO or COR for work efforts outside of established hours of operation.
- i. Holidays:** The Contractor is not required to provide service on federal holidays, except in emergency situations. If these holidays fall on Saturday, the preceding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If a holiday falls on a scheduled service day, the Contractor will be responsible for rescheduling services for the first day post the holiday observance. Federal holidays are as follows:
1. New Years's Day – 1 January
 2. Martin Luther King Day – 3rd Monday in January
 3. Washington's Birthday - 3rd Monday in February
 4. Memorial Day - last Monday in May
 5. Juneteenth – 19 June
 6. Independence Day - 4 July
 7. Labor Day - 1st Monday in September
 8. Columbus Day - 2nd Monday in October
 9. Veteran's Day - 11 November
 10. Thanksgiving Day - 4th Thursday in November
 11. Christmas Day - 25 December
- c. General Security:** 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.

- d. **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 COR and Project Representatives on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.
- e. **Escorting in Classified and/or Sensitive Areas:** In accordance with applicable regulations, all contract personnel who do not possess the appropriate security clearance or access privileges will be escorted in areas where they may be exposed to classified information or operations, sensitive information or activities, or restricted areas.
- f. **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.
- g. **Keys:** The Government will furnish keys necessary for access to designated work areas. The

Contractor shall pick up and sign for the necessary keys at the Project Office no more than twenty-four (24) hours prior to start of work and return the keys to the Project Office within twenty-four (24) hours after completion of work. NOTE: Duplication of Government furnished keys is not permitted. The Contractor shall immediately report the loss of any key to the Contracting Officer. If a Government key is lost, the Contractor is responsible for the reimbursement of all costs incurred by the Government for replacement of entire lock systems throughout the lake project affected by the lost key. Contractor costs shall include, but not limited to Government labor, replacement lock costs, replacement key costs, tumbler reworking and all contracted labor costs to replace the lock systems. All replacement lock systems shall be of equal quality to the existing lock systems. The Government will determine the specific replacement lock system.

15. Environmental Protection

- a. **Site Specific Protection:** Identification of any site specific, environmentally sensitive areas along with required protective measures shall be specified within the individual Task Orders.
- b. **Environmental Pollution:** Environmental pollution is defined as the presence of chemicals physical or biological elements, or other agents, which adversely affect human health or welfare; unfavorably alter ecological balances; affect other species or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water and land; and involves noise, solid waste management of radiant energy and radioactive materials as well as other pollutants.
- c. **Minimize Pollutants:** The Contractor must perform all work in such a manner as to minimize the polluting of air, water, or land, and must, within reasonable limits, control noise and the disposal of solid waste materials, as well as other pollutants.
- d. **Protection of Water Resources:** Lakes, ditches, river, canals, waterways or reservoirs shall not be polluted with waste materials, fuels, oils, bitumen, calcium chloride, insecticides, pesticides, or other similar materials harmful to fish, shellfish, or wildlife or materials. The Contractor must investigate and comply with all applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams.
- e. **Protection of Non-Target Species:** The Contractor must not deface, injure, or destroy non-target vegetation. Care must be exercised at all times by the Contractor to minimize damage to non-target species from the required activities.
- f. **Protection of Fish and Wildlife:** The Contractor must at all times perform work in such a way that minimizes interference with or disturbance to fish and wildlife.
- g. **Pesticide Application:** The Contractor will comply with all pesticide application laws and regulations, including but not limited to all Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) provisions, National Pollutant Discharge Elimination System (NPDES) regulations, and herbicide label guidelines.
- h. **Notification of Chemical Spill, Damage, and/or Injury:** The Contractor must notify the COR immediately (day of occurrence/observance) of any chemical spillage, damage to Government property, and/or injury to any person resulting from the Contractor's operations. In the event of a spill, the Contractor must comply with state reporting requirements. The

Contractor shall maintain onsite a spill kit appropriately sized for each piece of equipment used during the period of the Task Order. In the event of a chemical spill, the Contractor must adhere to the three C's (Control, Contain, and Clean up) to the best of their ability and within their level of safety:

- i. Control the Spill Situation (stop or prevent any further spill)
 - ii. Contain the Spill (if possible)
 - iii. Clean-Up (follow correct procedures for size of spill and chemical size)
- i. **Disposal:** Disposal of all materials must be at the appropriate locations as directed by the COR. Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams must not be permitted. If any waste material is dumped in unauthorized areas, the Contractor must remove the material and restore the area to the original condition before being disturbed.

16. Permits and Responsibilities:

- a. **Permits:** The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with the prosecution of the work.
- b. **Responsibilities:** The Contractor shall be similarly responsible for all damages to persons or property that occur as a result of Contractor fault or negligence; shall take proper safety and health precautions to protect the work, the workers, the public and all materials delivered, and work performed until completion and acceptance of the contract. The Contractor shall comply with Federal, State, and Local laws, regulations, and standards regarding environmental protection. All environmental protection matters shall be coordinated with the Contracting Officer or his authorized representative. The Contractor shall maintain all records of such requirements and make the documentation available to the appropriate entities upon request for review.

17. Historical Properties: The Contractor shall take necessary precautions to protect and preserve all historical properties within the work areas. The Contractor will be notified of any known historical sites prior to commencing work in each area and shall be responsible for preservation of these sites. Should the Contractor discover any item of apparent historical value outside a known historical site, the Contractor shall leave the area undisturbed and immediately notify the Contracting Officer or his authorized representative.

18. Insurance: The Contractor must be fully insured against any potential damages relating to the work specified herein. The Contractor is liable for any damage to adjacent private property such as, but not limited to turf, roads, fences, etc.

19. Media/Publicity: Immediately refer all media and public inquiries or access requests to the worksite to the COR -- without further comment. Any media access to the work site will require a Government and Contractor representative for escort

Appendices:

Appendix A – Willamette Valley and Rogue River Basin Project Sites

Appendix B-1 – Pre-Use Pesticide Application Form

Appendix B-2 – Post-Use Pesticide Application Form

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