

## **SECTION 01 12 00**

### **DESCRIPTION OF WORK AND GENERAL REQUIREMENTS**

#### **1. GENERAL:**

1.1 Existing: The Tuttle Creek Lake Project Office needs fencing on the boundary around the Off-Road Vehicle (ORV) park on the west side of the lake.

#### **1.2 Project Description and Location**

1.2.1 Description of work: This work will include installation of a smooth wire 4-wire fence spanning most of the perimeter of ORV park. This will include post installation, wire spanning and possible clearing for installation. Additionally, a welded pipe fence is to be constructed along one of the service roads for most of its length. The Contractor shall provide all equipment, labor, supervision and material necessary to complete the project.

1.2.2 Project Location: The work is located at the United States Army Corps of Engineers (USACE) ORV Park at Tuttle Creek Lake. The ORV Parks is located 3 miles southeast of Randolph, KS on Secrest Road.

1.3 Location: Tuttle Creek Lake  
U.S. Army Corps of Engineers  
5020 Tuttle Creek Blvd,  
Manhattan, KS 66502

1.4 Points of Contact: Caleb Snider  
[Caleb.L.Snider@usace.army.mil](mailto:Caleb.L.Snider@usace.army.mil)  
816-389-3796

Brian McNulty  
[Brian.A.McNulty@usace.army.mil](mailto:Brian.A.McNulty@usace.army.mil)  
816-389-3166

#### **1.5 Work Hours**

The standard workday is 7:00 am to 5:00 pm Monday thru Friday, excluding Federal holidays. Work hours may be adjusted with approval of Contracting Officer Representative (COR) or Operations Project Manager. Any request for variation from these hours shall be coordinated with the COR at a minimum of 48 hours in advance.

#### **1.6 Plans and Documentation**

##### **1.6.1 Contractor Daily Written and Photographic Documentation**

Contractor shall submit daily logs of work conducted to the COR. Contractor may use their own form for documentation or forms can be provided at the contractor's request. Photos of all phases of the project are required and shall be submitted to COR in an agreed upon formatting upon job completion. Each photo shall have a time date stamp. It is recommended that daily logs are submitted daily.

The following information must be included:

Date	Equipment Used	Total hours worked that day
Contractor Name	Precipitation	Controversial Matters
Weather description	Methods Used	Miscellaneous Remarks
Air temperature	Work completed that day	
Size of crew	Problems encountered	

#### 1.6.2 Insurance Requirements

The Contractor shall maintain the required insurance coverage throughout the duration of project.

#### 1.6.3 Payment and Invoices:

Shall be submitted upon completion of the work. Each line item on an invoice shall give a description including the Contract Line Item Number (CLIN). Upon receipt, the COR will certify that the requested amounts are appropriate before payment will be made. Invoices shall include all necessary information, including any necessary supporting documentation required as part of this Scope of Work. All invoices shall reflect the contract number, (Block 2 of the SF-1442).

#### 1.6.4 Contractor Exposure Hours:

The Contractor shall track the number of man hours to perform the contract requirements. The total number of man hours per day shall be submitted to the Government with the invoice.

#### 1.6.5 Red Lined As-Built Drawings

1.6.5.1 Shall include the identification of the work completed by the Contractor and shall be on one set of Contract Drawings provided to the Contractor at the onset of the project.

1.6.5.2 Drawings shall be kept on the project site, include all necessary information as outlined in the Scope of Work, be updated as the work is progresses and shall be clearly legible. All markings shall be either red or green. Red lines shall denote deletions and green lines shall denote additions.

#### 1.7 Site Visit/Project Photos

Interested parties are strongly encouraged to visit the site prior to preparing and submitting their bid. Contractors are encouraged to attend the scheduled site visit on the solicitation prior to submitting a bid on this contract.

#### 1.8 Occupancy of Premise

Before work is started, it is the contractor's responsibility to arrange with COR a sequence of procedure, means of access, space for storage of materials and equipment, and use of approaches, corridors and/or stairways.

#### 1.9 Submittal Definitions

The Contractor is responsible for the requirements of this contract and is encouraged to review the document in detail and to provide inquiries to the Government as necessary prior to preparing a proposal.

##### 1.9.1 Construction Process Plan

Construction Plan shall include all the following:

1.9.1.1 A plan which clearly indicates the areas of work and description of the work to be completed. This shall be completed in a work breakdown structure format. Examples might include processes for demolition, excavation, backfill, building erection and concrete placement.

1.9.1.2 The construction process plan shall be submitted and approval prior to work being started.

#### 1.9.2 Quality Control Plan (QCP)

The Contractor shall develop and maintain an effective quality control plan to ensure services are performed in accordance with this SOW. Contractor shall develop and implement procedures to identify, prevent, and ensure non- recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The QCP shall be submitted within 30 days after the contract has been awarded. After acceptance of the quality control plan the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

Submit a detailed Contractor Quality Control (CQC) Plan that fully represents and conforms to the requirements of these specifications. At a minimum the CQC is to include the following:

1.9.2.1 Defined responsibilities of personnel that ensure the quality requirements for this contract are met. All responsibilities such as Superintendent, Site Safety and Health Officer (SSHO), and Quality Control Manager (QCM) shall be assigned to specific personnel and an alternate if the primary is not on-site. Individual(s) who will be onsite during construction operations and who will have the authority to act for the Contractor to include the authority to stop work which is not in compliance with the contract.

#### 1.9.2.2 Role definitions

It is the decision of the Contractor on whether the following roles are the duties of a single individual or are assigned to multiple individuals. The Superintendent/ QCM/ SSHO shall meet the minimum requirements as stated in the EM385- 1-1. Duties shall include, but are not limited to, maintaining project status and communication with Government personnel, weekly progress reports including a weekly look ahead report. Coordination with the COR is critical for outages and equipment delivery. All personnel on site are required to have a photo ID on persons. The Government reserves the right to remove or reject personnel who do not meet qualifications or security requirements.

a. Superintendent is to direct the day-to-day operations on the construction site and control the short-term schedule as well as subcontractor coordination responsibilities.

b. Site Safety and Health Officer (SSHO) oversees inspecting site conditions to determine if hazards are present and has the authority to establish procedures and policies to overcome those hazardous situations.

c. Quality Control Manager (QCM) is responsible for managing and performing the daily QC responsibilities of the project to ensure the project is constructed in accordance with the established minimum standards. If minimal standards are not being met the QCM has the authority to implement changes to achieve those standards.

1.9.2.3 Submit a clearly defined proposed procedures for quality control, product sampling and testing as part of the plan.

1.9.2.4 Proposed methods for product performance controls, including method and frequency of product sampling and testing both in raw material form and cured product form. All costs associated with the testing laboratory work for quality assurance and quality control, as well as rework required to meet project requirements, shall be paid for by the contractor. No separate payment will be made for this work. It will be considered incidental to the work in which the material is utilized.

1.9.2.5 A scheduled performance and product test result review with the COR at a regularly scheduled progress meeting.

1.9.2.6 Inspection Forms and guidelines for quality control inspections in accordance with the standards specified in this Contract and submitted with the QCP.

1.9.2.7 Outline specific repair or replacement procedures for potential defects that occur within the installed system, following repair or replacement procedures that are compatible with the system being used. Submit Repair or Replacement Procedures must adhere to the product manufacturer's written specifications for repair or replacement.

1.9.2.8 Key personnel phone numbers including e-mails and all other staff shall be included within the QCP.

#### 1.9.3 Contractor Experience and Qualifications:

A statement letter of the Contractor's experience on company letterhead.

The lead personnel including the project manager, and the foreman shall each have a minimum of three (3) years of experience with the construction proposed for this contract and must have demonstrated competency and experience to perform within the specifications contained in this contract. The name and experience of each lead individual performing work on this contract shall be submitted with the Contractor Qualifications.

#### 1.9.4 Project Schedule

Prior to any work being completed the Contractor shall submit a project schedule for approval. The project schedule shall contain a chronological order of activities that progresses to project completion. Each activity shall have a duration with a proposed start and end date. Schedule shall be cost loaded, showing cost for each activity in schedule.

A schedule shall include the following as a minimum:

##### 1.9.4.1 Mobilization

1.9.4.2 Submission of Preconstruction Submittals (Insurance, AHA, APP, QC Plan)

1.9.4.3 Submission of any Preconstruction Technical submittals of products furnished by the Contractor.

1.9.4.4 Schedule with the Cost for each Activity.

1.9.4.5 Walk through and inspection prior to final acceptance

1.9.4.6 Final As-Built Drawings reflecting installed conditions and work performed.

1.9.4.7 Final acceptance of work

#### 1.9.5 Installer Warranty

At a minimum provide warranty for a period of not less than one year that the finished products, are free from defects in installation workmanship.

#### 1.9.6 Accident Prevention Plan

Contractor shall prepare a site-specific Accident Prevention Plan (APP). Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". The APP shall be job-specific and address any unusual or unique aspects of the project or activity for which it is written.

#### 1.9.7 Activity Hazard Analysis

An Activity Hazard Analysis must be provided prior to breaking ground. The Activity Hazard Analysis must address all foreseeable safety concerns including and not limited too; electrical safety, safety zone protection, fall protection, fire safety, personal protective equipment, signage/protective fencing and hazardous material handling.

#### 1.10 Submittals

The Contractor shall provide to the Government the submittals identified within this contract and submittals that are identified as necessary to ensure performance compliance. Once submittals are received the government has 10 working days for review and acceptance. All submittals except for post construction are required prior to construction commencing.

The Government will respond to the Contractor's submittals with email, fax, or postal mail per the Contractor's requested preference to the Government. The Government's approval of submittals shall not be construed as a complete check of the contract requirements. Government approval will be an indication of a satisfactory submittal of the general method of compliance with the requirements of the contract. Government approval will not relieve the Contractor of the responsibility for contract compliance.

Government disapproved submittals shall be resubmitted by the Contractor addressing corrections and contract compliance. At the discretion of the Government, the Contractor may be directed by the Government to proceed with work in advance the submittals; however, the Contractor shall practice due diligence and continuity with the submittal process. Each submittal shall be attached to a USACE provided form 4025 and emailed to the primary contact contained in Section 1.4. One copy of each submittal shall be provided as follows:

##### 1.10.1 Preconstruction Submittals

- 1.10.1.1 Construction Process Plan
- 1.10.1.2 Material, Delivery, Storage and Placement Plan
- 1.10.1.3 Disposal of Materials Plan
- 1.10.1.4 Quality Control Plan
- 1.10.1.5 Daily Log Format
- 1.10.1.6 Project Schedule
- 1.10.1.7 Activity Hazard Analysis
- 1.10.1.8 Accident Prevention Plan
- 1.10.1.9 Equipment
- 1.10.1.10 Insurance

1.10.1.11 Welding Procedures

1.10.2 Shop Drawings

- 1.10.2.1 Installation Drawings for Wire Fence
- 1.10.2.2 Installation Drawings for Pipe Fence

1.10.3 Material Submittals

- 1.10.3.1 Smooth Line Wire
- 1.10.3.2 Brace Tie Wire
- 1.10.3.3 Wood Posts
- 1.10.3.4 Metal Posts for Farm Style Fence
- 1.10.3.5 Steel Posts (Line and Rail)
- 1.10.3.6 Concrete
- 1.10.3.7 Welding Equipment and Materials

1.10.4 Certificates

- 1.10.4.1 Contractor's Qualifications
- 1.10.4.2 Superintendent's Qualification
- 1.10.4.3 Manufacturer's Installation Manual
- 1.10.4.4 Welder Certification

1.10.5 Closeout Submittals

- 1.10.5.1 Daily Reports
- 1.10.5.2 Contractor Exposure Hours
- 1.10.5.3 Photographic Documentation
- 1.10.5.4 Red Lined As-Built Drawings
- 1.10.5.5 Warranty Information

1.10.7 All submittals (one copy of each) shall be sent electronically or hard copy to the following:

Primary Contact:

U.S. Army Corps of Engineers  
Tuttle Creek Lake Project  
Attn: Caleb Snider  
5020 Tuttle Creek Blvd,  
Manhattan, KS 66502  
Fax: (785) 539-2113  
Email: [Caleb.L.Snider@usace.army.mil](mailto:Caleb.L.Snider@usace.army.mil)

Alternate Contact:

U.S. Army Corps of Engineers  
Tuttle Creek Lake Project  
Attn: Brian McNulty  
5020 Tuttle Creek Blvd,  
Manhattan, KS 66502  
Fax: (785) 539-2113  
Email: [Brian.A.McNulty@usace.army.mil](mailto:Brian.A.McNulty@usace.army.mil)

1.11 Measurements and Quantities

The Contractor shall verify all measurements at the project site and shall be responsible for all dimensions, fittings, and the proper installation of all materials and equipment specified.

1.12 Permits

The Contractor shall be responsible for obtaining any required permit.

#### 1.12.1 Hot Work Permit

The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

#### 1.13 Safety Requirements

##### 1.13.1 Protection from Hazards

During progress of work, the Contractor shall protect all personnel, whether Government or civilian, from any and all safety hazards caused by the construction operations.

##### 1.13.2 Traffic Control

Contractor shall provide all temporary signs and markers as necessary to maintain safety in the worksite. All signs shall conform to the latest edition of the Manual of Uniform Control Devices (MUTCD).

1.13.2.1 When a street or area must be closed to traffic because of the location of the access point, submit a detailed Traffic Control Plan to the COR at least 10 working days in advance. Meet the requirements of the local agency having jurisdiction over traffic control.

1.13.2.2 Provide labor, signs, barricades, cones, arrow boards, flaggers, and any additional equipment necessary to complete the work.

##### 1.13.4 Utilities Clearance

Contact underground utility notification center for state of Kansas (Kansas 811 or 1-316-687-2101) at least 72 hours in advance of any scheduled excavations.

#### 1.14 Special Requirements

##### 1.14.1 Welder

Each welder assigned to work on this contract must be qualified in accordance with the applicable requirements of AWS D1.1/D1.1M. Welders who make acceptable procedure qualification test welds will be considered qualified for the welding procedure used within the applicable essential variables for welder qualification.

##### 1.14.1.1 Certificates

Before assigning any welder under this contract, submit the names and certification that each individual is qualified as specified. State in the certification the type of welding and positions for which the welder is qualified, the code and procedure under which the individual is qualified, the date qualified, and the name of the firm and person certifying the qualification tests.

##### 1.14.1.2 Symbols and Safety

Use symbols in accordance with AWS A2.4, unless otherwise indicated. Follow safe welding practices and safety precautions.

#### 1.14.2 Welding Quality Assurance

Conform welding procedure qualifications to AWS D1.1/D1.1M and to the specifications in this Contract. Submit for approval copies of the welding procedure specification and the procedure qualification records for each type of welding being performed. Submission of the welder qualification test records is also required. Approval of any procedure, however, does not relieve the Contractor of the sole responsibility for producing a finished structure meeting all the specified requirements.

#### 1.15 Security:

1.15.1 In unoccupied facilities, the Contractor shall be responsible for the security of the facility; i.e., all exterior doors shall be locked, windows closed and locked, etc.

1.15.2 The Contractor shall not be on site without prior notification to the Corps of Engineers COR or otherwise designated person(s).

1.15.3 Contractor personnel shall have valid civilian ID's and Contractor vehicles shall have a valid registration.

#### 1.16 Antiterrorism/Operation Security Requirements

1.16.1 All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

1.16.2 The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

1.16.3 The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 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, with the designated Government representative. This Form will be provided to the COR and shall become part of the official contract file.



#### 1.16.4 Per the E-Verify Website the following exemptions apply:

Employers whose contracts are exempt from the E-Verify federal contractor rule are not required to enroll in E-Verify. A contract is considered exempt if any one of the following applies: (1) It is for fewer than 120 days. (2) It is valued at less than \$250,000, the simplified acquisition threshold. (3) It includes only commercially available off-the-shelf (COTS) items and related services.

(Source: [https://www.e-verify.gov/employers/federal-contractors/Exemptions and Exceptions \(e-verify.gov\)](https://www.e-verify.gov/employers/federal-contractors/Exemptions%20and%20Exceptions%20(e-verify.gov))).

1.16.5 All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

#### 1.17 Applicable Publications

The publications referenced herein shall be the most recent at the time of solicitation.

#### 1.18 Worksite Housekeeping

1.18.1 The Contractor shall remove all trash and disposal material from the worksite before the end of each day. The Contractor shall take all possible precautions to maintain the work site, always in a condition that will prevent damage or injury to person or property, Government or otherwise. The Contractor shall be responsible for all damages caused by the negligent acts or omissions of his employees, sub-contractors, or agents during Contract performance. Do not allow scrap/waste materials to accumulate on-site; transport immediately from the government property and legally dispose of them at the end of each working day. The contractor will not be permitted to sell salvaged material on Government property. No persons other than the Contractors or sub-contractors employees shall be allowed to remove salvage from the site.

1.18.2 Schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, and property occupants. Excavated material will become the responsibility of the Contractor and shall be hauled off and disposed of in accordance with Federal and State Regulations. After the vault toilet is removed, the parking area shall be restored back to its existing condition and all areas brought to a uniform level of the adjoining grade.

1.18.3 Contractor is not to use the general public "on-site dumpsters," for to dispose of waste materials. The site shall be left the same or in better condition prior to construction. The site shall be clean, free of any construction related materials and trash, upon completion of the work.

1.18.4 If any items are allowed to be stockpiled per the Operations Project Manager or COR, such items shall be placed in an orderly manner (i.e. dirt, rock, etc., in piles at a specified location and stackable items such as pipe, brick, lumber, etc., stacked off the ground on pallets in an orderly manner).

#### 1.19 Responsibility for Damage

##### 1.19.1 Damage to Personal Property:

The Contractor shall be solely responsible for all damage to Government and occupant personal property caused by the Contractors' personnel, subcontractors, his agents, or by the performance of his work.

### 1.19.2 Damage by Negligence

1.19.2.1 The Contractor's attention is directed to the fact that the work to be performed is in areas used by the public. It shall be the responsibility of the Contractor to provide the controls necessary to prevent any interference by the public to his operations. The Contractor shall take all necessary and reasonable precautions to secure the area against vandalism and to ensure the safety and well-being of the public until final acceptance by the Government.

1.19.2.2 Damage resulting in gas leaks, electrical outages, loss of heat during cold weather, water leaks, unsecured facilities, weather damage, or oil/hazardous waste spills shall be responded to by the Contractor within 2 hours and repaired within one workday. If the Contractor fails to comply with these requirements, the Government reserves the right to repair the damage and charge the cost to the Contractor. Contractor shall protect all areas through which he will be transporting demolition debris or construction materials. All structures, including roadways, shall be carefully protected from damage by equipment or the impact of stones or blocks. Any damaged turf, sidewalks, roads, vegetation, site amenities, etc., shall be replaced or repaired by the Contractor prior to final Contract closeout at the Contractor's expense.

### 1.20 Disposal of Materials

All demolition materials for this project shall become property of the Contractor.

1.20.1 All other wastes generated during Contractor operations shall be disposed of by the Contractor at his/her expense.

1.20.2 Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

1.20.3 Wastes classified as hazardous wastes under the Resource Conservation and Recovery Act shall be disposed of, unless otherwise specified in this contract. No hazardous waste shall be disposed of without prior review of the disposal documents, and the approval of the COR and the Directorate of Public Works Environmental Coordinator, or his designated representative. The Contractor shall provide an original copy of the disposal document from the approved EPA or State permitted disposal facility for each shipment of hazardous waste generated in this project to the CORs Representative.

### 1.21 Utilities

The Contractor is responsible for providing utilities for their employees. This shall include but not limited to electric, water, and restrooms.

### 1.22 Pre-Construction Meeting:

Prior to commencement of any work being performed, the contractor shall participate in a pre-

construction meeting with the CORs and other pertinent government officials. Pre-construction meeting shall occur within 10 calendars days of contract award.

### 1.23 Quality Control

Workmanship shall be of the highest grade in accordance with the best modern practices to conform to the specifications for the work being performed. The Contractor shall be responsible for quality control to ensure all components and workmanship meet requirements of this contract. Representatives of USACE reserves the right to inspect and witness the work, verify quality of workmanship and products used at any time, whether the work is performed in the field or at the Contractor's shop.

### 1.24 Post Award Conference/Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by USACE in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer 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 shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

### 1.25 Additional Requirements

#### 1.25.1 Environmental Requirements

1.25.1.1 The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations. During construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements for environmental compliance.

1.25.1.2 If any cultural and/or human remains are inadvertently uncovered during construction, the work is to be halted until appropriate project and district personnel are notified and the remains are evaluated for National Register of Historic Places (NRHP) significance.

1.25.1.3 No clearing of tree will occur between April 1 and October 31. Except 3" diameter or under trees can be cleared anytime during the 12-month year including all sizes of eastern red cedar and limbs of any size on trees.

#### 1.25.2 Environmental Protection

Prior to the delivery of any material to the site, and before the start of any onsite construction activities, the Contractor and the Government Representative shall make a joint site survey. This survey will include a review of work constraints and resources specifically identified as environmental features requiring protection along with the condition of trees, shrubs, and grassed areas immediately adjacent to the site of work and access route(s), as applicable. The Contractor shall protect those environmental features included in this survey and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract. The Contractor will review the

requirements in this Section and any notes from the joint site survey with each worker prior to them beginning work at the site.

#### 1.25.3 Environmental Assessment of Scope of Work Deviations

Any deviations, requested by the Contractor, from the drawings, plans and specifications, which may have an environmental impact, will be subject to approval by the COR and may require an extended review, processing, and approval time. The COR reserves the right to disapprove alternate methods, even if they are more cost effective, if the COR determines that the proposed alternate method will have an adverse environmental impact.

#### 1.25.4 Water Resources

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

#### 1.25.5 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. All equipment to have factory installed muffler system and comply with standard equipment decibel ratings.

#### 1.25.6 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants, and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws, and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws, and regulations.

#### 1.25.7 Previously Used Equipment

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

#### 1.26 Post Award Conference/Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by USACE in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer 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 shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

## 1.27 Delivery, Storage and Handling

### 1.27.1 Delivery

Deliver materials in their original, unopened containers or wrappings with labels intact and legible. Where materials are covered by a referenced specification number, the labels must bear the specification number, type, class, and shelf life expiration date where applicable. Deliver materials in sufficient quantity to allow continuity of work.

### 1.27.2 Storage

Store and protect materials from damage and weather in accordance with manufacturer's printed instructions, except as specified otherwise. Keep materials clean and dry. Mark and remove damaged materials from the site. Use pallets to support and canvas tarpaulins to completely cover materials stored outdoors. Do not use polyethylene as a covering.

### 1.27.3 Handling

Do not install damaged materials in the work. Select and operate material handling equipment so as not to damage materials.

## 1.28 Time Extensions for Unusually Severe Weather

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with:

a. This provision specifies the procedure for section (d) of the CONTRACT CLAUSE 52.249-10 titled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities for the duration of the project.

### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORKDAYS BASED ON (5) DAY WORK WEEK \*

	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec
Manhattan, Kansas	3	3	5	6	7	7	7	6	5	5	4	3

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the duration of

the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the Contractor's scheduled workday.

d. Within ten days of the following month, the Contractor shall provide in writing a list of their proposed dates of the actual adverse weather delay days for each month. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause entitled "Default (Fixed Price Construction)". After the original contract completion date has passed, adverse weather that causes delay to the completion of the project will be granted day-for-day without deducting anticipated adverse weather delay days and will be converted from workdays to calendar days.

\* Monthly anticipated weather delay days shall be adjusted proportionally if work is scheduled to be performed in a work week with greater than or less than a five-day work week. The following formula shall be used to adjust the monthly anticipated weather delays:

Adjusted monthly anticipated weather delays = A multiplied by (B divided by C); where A = The monthly anticipated adverse weather delay for a particular month based on a five-day work week. B = The actual average number of days work is scheduled to be performed in a work week during that particular month. C = The number five (5) e.g., If the monthly anticipated adverse weather delay for January based on a five day work week is 10 days, but the Contractor actually scheduled an average of a six-day work week for that month, the monthly anticipated weather delay would be adjusted by applying the above formula as follows:  $10 \times (6/5) = 12$  days.

\* Monthly anticipated weather delay days shall also be adjusted proportionally for those situations involving a fractional part of a month. Some examples are the month Notice to Proceed is acknowledged and the month of the original contract completion date. The following formula shall be used to adjust the monthly anticipated weather delays:

Adjusted monthly anticipated weather delays = D multiplied by (E divided by F); where

D = The monthly anticipated adverse weather delay for a particular month.

E = The number of calendar days during that fractional part of a particular month.

F = The number of calendar days in that particular month. eg., The monthly anticipated adverse weather delay for the particular month is 9 days. The original contract completion date is on the twentieth (20th) day of a thirty (30) day month. The monthly anticipated adverse weather delay would be adjusted by applying the above formula as follows:  $9 \times (20/30) = 6$  days.

#### 1.29 Field Office Overhead (JUL 2002)

NOTICE TO BIDDERS: For your bid to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

#### 1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE

If you use this practice, see Special Clause "Field Office Overhead Per Diem Rate" \_\_\_\_\_

## 2. DIRECT COST DISTRIBUTION BASE FOR A PERCENTAGE MARKUP

If you use this practice, see Special Clause “Field Office  
Overhead Percentage Markup” \_\_\_\_\_

## 3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE \_\_\_\_\_ UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE.

If you choose 3, you must describe the accounting practice in sufficient detail below to allow the contracting officer to determine what accounting practice is being utilized by your company and that it complies with the FAR.

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FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATIVE 3 IS  
DECLARED AND YOUR DESCRIPTION DOES NOT CLEARLY STATE OR DESCRIBE A  
CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE  
CAUSE FOR YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

(End)

### SCR\_CT\_003 FIELD OFFICE OVERHEAD PERCENTAGE MARKUP (JUN 2001)

If any change to the contract issued pursuant to the changes Clause, or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor’s cost, or in the time required for performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed if the Contractor has elected a percentage markup in keeping with its standard accounting practices. In such a case, payment of field office overhead shall be allowed for any change on a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7000 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

### SCR\_CT\_004 FIELD OFFICE OVERHEAD PER DIEM RATE

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor’s cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead on a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default clause. Equitable adjustment shall be made for the costs that are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7000 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

## 2. MATERIALS

### 2.1 Smooth Line Wire

ASTM A854 /A854M-98 12 1/2-gage (0.099-in.) Class 3 metallic-coated steel wire suitable for use in parallel-wire fence.

### 2.2 Brace Tie Wire

ASTM A853, 9 gauge, galvanized carbon steel wire.

### 2.3 Wood Posts

Provide wood posts cut from sound and solid trees free from short or reverse bends in more than one plane. Provide posts free of ring shake, season cracks more than 1/4 inch wide, splits in the end, and unsound knots. Wooden posts of black locust, red cedar (mostly heartwood), redwood, and pressure treated pine or other wood of equal life and strength. Provide posts of size and shape indicated. Pressure treatment shall meet the requirements for ground contact. Posts shall be treated at 0.80 pounds of preservative per cubic foot (pcf).

### 2.4 Metal Posts for Farm Style Fence

Provide metal posts conforming to ASTM A702, T-section, length as indicated, and accessories conforming to ASTM A702. Post may be either orange or green, but shall have a white reflective top with soil spades on the bottom.

### 2.5 Metal post clips

Shall be galvanized steel Class 1 clips.

### 2.5 Steel Posts

Material should be new ASTM A-500, including mill rejects provided weld seams are complete and there is no open area in the tubing, and #1 quality used oil field tubing, casing and drill pipe. #1 quality means cosmetically it is satisfactory, adequate wall thickness still remains and there is no heavy pitting or holes visible.

#### 2.5.1 Line Posts

Minimal wall thickness shall be no less than 0.188 inch.

#### 2.5.2 Rails

Minimal wall thickness shall be no less than 12 gauge or 0.109 inch.

### 2.6 Concrete

ASTM C94/C94M, using 3/4 inch maximum size aggregate, and having minimum compressive strength of 3000 psi at 28 days. Provide grout consisting of one part portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.



## 2.7 Welding Equipment and Materials

Provide all welding equipment, welding electrodes and rods, welding wire, or fluxes capable of producing satisfactory welds when used by a qualified welder. Provide welding equipment and materials that comply with the applicable requirements of AWS D1.1/D1.1M. Contractor shall propose welding method and electrode or wire to be used that complies with the above standard. Submit product data on welding materials.

### 3.0 EXECUTION

#### 3.1 Preparation

##### 3.1.1 Clearing

Clear and grub down to bare ground up to 8 feet on the government side of the proposed fence. This dimension maybe reduced due to being within close proximity to a property boundary, coordinate with the COR for a reduction in clearing and grubbing. The contractor should conduct all grass/shrub mowing and clearing between the dates of July 16 and April 30 (avoiding May 1 to July 15) to avoid potential impacts to migratory and/or ground nesting bird species. If grass/shrub mowing and clearing activities need to occur during this time period, it shall be coordinated with the government so that a survey can be conducted prior to the activity. The contractor shall be responsible for compliance with the Migratory Bird Treaty Act, which is applicable year round.

##### 3.1.2 Line and Grade

Install fence to the lines and grades indicated. Space line posts equidistant at intervals not exceeding 10 feet. Set terminal (corner and pull) posts at abrupt changes in vertical and horizontal alignment. Provide continuous wire or pipe between terminal posts; however, ensure runs between terminal posts do not exceed 500 feet.

#### 3.2 Excavation

Clear loose material from all post holes. Spread waste material near the post hole in manner that blends the material with surrounding topography. Eliminate ground surface irregularities along the fence line to the extent necessary to maintain a 12 inch clearance between the bottom of the wire and finish grade. The area of the installation has shallow rocky terrain. The Contractor can propose alternate methods for fencing installation such as boring or hydraulic hammering to reach the depth. If the Contractor can not reach the required depth additional corner or line posts may need to be added to ensure the integrity of the fence, this shall be coordinated with the COR.

#### 3.3 General Installation

Install items at locations indicated. Verify all measurements and take all field measurements as necessary before fabrication. Include materials and parts necessary to complete each item, even though such work is not definitively shown or specified. Ensure that the thickness of metal and details of assembly, support and provide strength and stiffness. Welded joints shall be 100% welded to ensure that water cannot enter the pipe through the welds.

#### 3.4 Installation

Install fence system per approved installation drawings.

##### 3.4.1 Posts

For wood posts and metal posts alike, excavate to depth indicated and brace post until backfill is completed. Auger to depth that provides for fence height shown on the drawings and correct offset for fence height. Fill remainder of hole with ready-mix concrete at equal width around post. Additionally, T-posts may be used to support the wire along the full span. Drive T-posts in to match height of wood posts +/- 1.5 inches. Set all posts plumb and in proper alignment.

### 3.4.2 Brace post

Posts shall be set and maintained in a vertical position. All wooden brace posts are to be 6" min. diameter and set three feet into the ground. Horizontal brace rails are to be 3" min. diameter by 8 feet long and be installed 8"- 12" below the top of the vertical brace post.

### 3.4.3 Smooth Wire

Install wire on the side of the post with the studded line supports and secure with class 1 galvanized steel clips. Pull wire taut utilizing wire strainers at each end post/corner post to provide a smooth uniform appearance, free from sag. Fasten wire to line posts at approximately 12-inch intervals unless indicated otherwise. Attach wire to T-posts at the same interval.

### 3.5 Welded Pipe Fence

Posts shall be installed as specified in paragraph 3.4.1

#### 3.5.1 Welding Operations and Standards of Acceptance

Conform workmanship and techniques for welded construction to the requirements of AWS D1.1/D1.1M and AISC 360. Conform dimensional tolerances for welded construction, details of welds, and quality of welds with the applicable requirements of AWS D1.1/D1.1M and the contract drawings.

### 3.6 Quality Control

Perform visual testing using the Contractor's inspection and testing personnel upon approval from a USACE inspector. USACE reserves the right to perform random spot inspections. Welds deemed not to comply by the USACE inspector shall be repaired in accordance with paragraph 3.8. Verify the welds conform to paragraph 3.7. Submit a Welding Quality Assurance Plan to the COR and records of inspections. Any changes to the Welding Quality Assurance Plan must be approved by the COR.

### 3.7 Standard of Acceptance

Conform dimensional tolerances for welded construction, details of welds, and quality of welds with the applicable requirements of AWS D1.1/D1.1M and the contract drawings.

### 3.8 Corrections and Repairs

If visual inspection indicates defects in the weld joints, repair defective welds using a qualified welder operator as applicable. Conduct corrections in accordance with the requirements of AWS D1.1/D1.1M and the specifications. Repair all defects in accordance with the approved procedures. Repair defects discovered between passes before additional weld material is deposited. Wherever a defect is removed and repair by welding is not required, blend the affected area into the surrounding surface to eliminate sharp notches, crevices, or corners. After a defect is thought to have been removed, and before re-welding, examine the area by suitable methods to ensure that the defect has been eliminated. Repaired welds must meet the inspection requirements for the original welds.

### 3.6 Clean Up

Remove waste fencing materials and other debris from work site daily.

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