

## General Information

### 1.0 Purpose and Location

#### *Purpose:*

This is a non-personal services contract for road maintenance located along the Wrangell Island road system. All the work is on Wrangell Island Alaska. Access is by Commercial airlines.

The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

#### *Background:*

The Wrangell Ranger District is a part of the Tongass National Forest located in Southeast Alaska. This forest encompasses approximately 17 million acres spread out over the vast archipelago islands of Alaska's panhandle. Tongass National Forest Engineering Roads Program which manages over 4,000 miles of logging access roads, many of which are located on remote islands. This program of work is tasked with developing and maintaining a network of low volume roads in support of commercial timber harvest and mining activities, along with providing access and safe use for the general public.

**1.1 Outline of Services:** The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS).

**1.2 Project Location:** The project area location is on the Wrangell Island Road system within the Tongass National Forest. See **Attachment 5** for service locations.

#### **1.3 Period of Performance:**

a. Base Items shall be: Date of Award through 30 November 2023.

**1.4 Government Regular Working Hours:** The Government's regular working hours are from 0700 to 1700, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS.

**1.5 Federal Observed Holidays:** The government observes the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth	

**1.6 Service Interruptions:** If any services must be interrupted (even temporarily) due to maintenance of contract work, the Contractor shall notify the CO, and COR at least three working days in advance. If the service is due to an emergency breakdown the Contractor shall notify the CO and COR as soon as practicable.

**1.7 Post Award Conference/Periodic Progress Meetings:** The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. The

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CO and/or COR shall meet periodically with the contractor to review the contractor's performance. At these meetings the CO 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.

**1.8 Project Manager (PM):** The Contractor shall provide a PM and designated alternate, as applicable, who has full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.

**1.9 Quality Assurance:** The contractor shall comply with the quality assurance program as defined in the Quality Assurance Surveillance Plan. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable quality level(s) (AQL). Government surveillance of contractor performance is not limited to the Performance Objectives as outlined in this PWS. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.

**1.10 Contracting Officer's Representative (COR):** A COR may be assigned to this contract to monitor all technical aspects and assist in contract administration. The COR may be authorized to perform the following functions: Assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communication with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements (without increasing or decreasing contract scope), including Government drawings designs, and specifications; monitor Contractor's performance and notify both the CO and Contractor of deficiencies; and provide site entry of Contractor personnel. The COR is not authorized to change any of the terms and conditions of the contract or any task order.

## Contractor Requirements

### 2.0 Technical Requirements / Tasks

2.1 Contractor shall provide a work schedule to the CO and COR two (2) working days prior to commencement of work. The contractor shall notify the CO and COR as soon as possible about any work schedule deviations

2.2 Contractor Furnished Equipment: All contractor furnished equipment and vehicles to be used at the job site shall be cleaned and free of invasive species (noxious weeds), seeds, external grease and oil and shall be inspected prior to entrance onto Federal lands. The restriction shall include equipment and vehicles intended for off-road use, whether they are owned, leased, or borrowed by the Contractor or Subcontractor.

- Provide a list of all equipment to be used ten (10) days prior to the start of performance of work under this contract.
- All protective plating and armoring shall be intact and properly functioning on the equipment to reduce the potential for damaging hydraulic hoses or the undercarriage.
- Spill kit approved by OSHA for petroleum product leaks shall be on site at all times.

### 2.3 Use of Premises:

- a). Contractor shall obtain and abide by Forest Service Land Access Permit, see Attachment 2, a copy shall be provided to the CO/COR at the pre-work meeting for each project.
- b). Wildlife may be encountered are potentially dangerous.
- c). The work areas may be frequented by black and/or brown bears, which may become habituated to humans and may be attracted by activity and food.
- d). Sanitation Facilities: Unless provided otherwise, the Contractor shall provide and maintain the following facilities:
  1. Potable water supplies for drinking, washing, and cooking shall meet the State of Alaska drinking water regulations 18 AAC 80.
  2. Domestic sewage shall meet the State of Alaska wastewater disposal regulations 18 AAC 72.
  3. Solid waste shall be removed and disposed of in an approved location.
  4. Fuel storage shall meet the requirements of 40 CFR 112 (Oil Pollution Prevention).
- e). Transportation, Access and Equipment: Do not allow helicopters to sling loads directly over persons hiking or otherwise recreating on the ground at any location.
- f). If there are known eagle nest trees in the vicinity of the project area, the contractor will be notified by the COR. If such trees are discovered, or designated by COR, no disturbance will be allowed within 330 feet of the trees and additional mitigation measures may be applied.
- g). The contractor is not permitted to leave any of their property on forest service land when a project is completed without written permission from the contracting officer and district ranger. Violation is subject to a \$250 a day fine which will be deducted from the contract.

2.4 Camping Plan: Provide a plan for camp development, occupation and clean-up and obtain approval prior to any camp development activities. All camps must conform with the requirements of OSHA 1910.142 - Temporary labor camps: [CFR 1910 Subpart J Standard Number 1910.142](#) and the requirements listed in Attachment 5. The plan shall contain the following information, if relevant:

- Layout and location of the proposed camp.
- Number of users and dates of occupancy.
- Sewage and waste disposal systems.
- Layout of cooking, sleeping and common areas.
- Camp trails layout.
- Equipment and fuel storage area and Spill Prevention Control and Countermeasure (SPCC) plan.
- Fire prevention and control plan.
- Site Restoration plan.
- Mobilization plan.

The Government shall review the Contractor's plan as submitted. Proposed modifications of Contractor's plans will be discussed with the Contractor prior to acceptance.

### **2.5 BASE ITEM TASKS: Fire Cove Road Maintenance -**

2.5.1 **Mobilization (151):** Note: All work may be accessed from the City of Wrangell.

Contractor shall move personnel, equipment, material, and incidentals to and from the project and performing work necessary before beginning work at the project site. This work also includes obtaining permits, insurance, and bonds. Any remobilization required to meet the contract performance requirements as a result of Contractor demobilizing prior to inspection by the Government will be done at the Contractor's expense.

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**2.5.2 Road Grading (811), Surface Maintenance:** Contractor shall Smooth and shape native or aggregate surfaced roads including traveled way, shoulders, turnouts, and intersections on 63.8 miles of road.

**2.5.3 Roadside Brushing (842):** Remove vegetation, including trees, on roadway surfaces and roadsides.

<b>Requirements mapped to Mile Post</b>		
<b>BASE ITEMS – Wrangell Road grading</b>		
<b>Rd No.</b>	<b>MP</b>	<b>Description</b>
6259	0.0 – 5.4	Grade Roads to 811 Spec
6263	0.0 – 2.4	
6265	0.2 – 4.9	
6265	4.9 – 11.2	
6267	0.0 – 2.0	
6267	2.0 – 13.9	
6270	0.0 – 9.9	
6271	0.0 – 0.4	
6276	0.0 – 2.7	
6299	0.0 – 5.5	
50029	0.0 – 0.1	
50033	0.0 – 0.3	
50035	0.0 – 0.1	
50040	0.0 – 1.4	
50049	0.0 – 0.2	
50050	0.0 – 0.6	
50054	0.0 – 1.0	
50060	0.0 – 3.5	
<b>Total Miles</b>	<b>63.8</b>	
<b>Roadside Brushing</b>		

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Rd No.	MP	Description
6263	0.0 – 2.43	Roadside Brushing, Method B
50024	0.0 – 1.39	Roadside Brushing, Method B
50054	0.0 – 0.93	Roadside Brushing, Method B
50060	0 – 4.0	Roadside Brushing, Method A
50040	1.14 – 1.54	Roadside Brushing, Method B
6273	0.0 – 1.29	Roadside Brushing, Method B
6276	0.0 – 2.93	Roadside Brushing, Method B
6270	7.0 – 10.0	Roadside Brushing, Method B
6260	0.0 – 0.96	Roadside Brushing, Method B
6259	0.0 – 5.9	Roadside Brushing, Method A
6265	10.00 – 14.59	Roadside Brushing, Method A
<b>Total Miles</b>	27.8	

### Contractor Requirements

#### 3.0 Applicable Laws, Regulations, Specifications and Guidance

- 1) Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14) which can be downloaded here: <https://highways.dot.gov/federal-lands/specs>
- 2) Attached are Special Project Specifications and Forest Service Supplemental Specifications (FSSS) to the FP-14 that shall be followed for performance of this
- 3) BEST MANAGEMENT PRACTICES BMP'S Soil and Water Conservation Handbook FSH 2509.22 The BMP Soil and Water Conservation Handbook, FSH 2509.22 can be found at: [http://www.fs.fed.us/biology/resources/pubs/watershed/FS\\_National\\_Core\\_BMPs\\_April2012.pdf](http://www.fs.fed.us/biology/resources/pubs/watershed/FS_National_Core_BMPs_April2012.pdf)
- 4) Manual on Uniform Traffic Control Devices (MUTCD): <https://mutcd.fhwa.dot.gov/>
- 5) The above is a list of major specifications applicable to this requirement. Other specifications referred to within these specifications (even though not specifically listed here) are also fully applicable.

#### 4.0 Deliverable/Schedule

The Contractor shall submit all deliverables for this PWS IAW within listed timelines outlined above. Below is a list of all deliverables outlining each objective and due date.

Item No.	Deliverable	Objective	Due

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2.1	Work Schedule	To notify the government of when the contractor shall be on site performing work.	5 working days prior to commencement of work
2.2	Equipment List	For government situational awareness and to ensure all equipment is inspected.	10 working days prior to start of performance.

### 5.0 Performance Requirement Measures

5.1 The Government will visually inspect the services for compliance prior to acceptance and issuing any payments. Inspections will consist of direct observations and measured in place quantities.

Performance Objective	PWS Paragraph	Measurement Method	Allowable Performance Deviation	Remedy or Corrective Action
Road Reconditioning	2.5.2	Periodic surveillance by the COR - Visual Inspection	Per FSS 811 Spec	Contractor shall rework prior to payment for performance.
Roadside Brushing Methods A and B (842)	2.5.3	Periodic surveillance by the COR - Visual Inspection	3% variances per FSS 842 Spec	Rework prior to acceptance and in-voice payment

Notes: Performance Standard: The Government will visually inspect the services for compliance prior to acceptance and issuing any payments. Inspections will consist of direct observations and measured in place quantities. Any Government personnel or visiting public may observe unacceptable services, incomplete work, or required services not performed and they may contact the COR to communicate a complaint. The COR will substantiate any complaint.

### 6.0 Government Furnished: N/A

### 7.0 Definitions, Acronyms, and Applicable Publications

**Contractor:** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

**Contracting Officer (CO):** a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.

**Contracting Officer's Representative (COR):** means an individual, including a contracting officer's technical representative (COTR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

**Defective Service:** A service output that does not meet the standard of performance associated with the Performance Work Statement.

**Deliverable:** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

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**Equipment:** A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

**Government Furnished Property:** Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

**Non-Personal Services:** The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. Non personal service contracts are authorized by the government in accordance with FAR 37.012, under general contracting authority, and do not require specific statutory authorization.

**Quality Assurance:** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

**Quality Assurance Surveillance Plan:** An organized document written by the government specifying the surveillance methodology used for surveillance of contractor performance.

**Workday:** The number of hours per day the Contractor provides services in accordance with the contract.

**Work Week:** Monday through Friday, unless specified otherwise.