

Performance Work Statement for Alaganik Slough Road Culvert Repair

General Information

1.0 Background and Purpose

The Alaganik Road provides access to Alaganik Slough and a portion of the Copper River Delta for various user groups. The narrow gravel road navigates around numerous water bodies. The elevation of the road is typically only a few feet above the water surface of the water bodies and adjacent wetlands. To provide adequate water flow across the area to the collector streams and sloughs, culverts have been placed in the roadbed to provide adequate drainage.

After many years of road maintenance, several of the culvert ends have been damaged by road maintenance equipment. Some culverts have been struck by vehicles, causing damage. Nearly all the culverts have encroaching vegetation or sediment deposition. All these factors resulting in damage or obstruction that limits the effectiveness of the culverts in providing adequate drainage.

This project identifies each culvert and level of effort required to provide adequate functionality and visibility of the culverts.

2.0 Description of Services

The Contractor shall provide all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items and non-personal services necessary to provide culvert repairs to the Alaganik Slough Road in accordance with (IAW) this Performance Work Statement (PWS), its attachments, and all federal, state, and local laws and regulations.

3.0 Place and Period of Performance (POP)

The work shall be performed at the Alaganik Slough Road in Cordova, Alaska.

4.0 Period of Performance (POP)

The POP shall be from 30 September 2023 to 29 September 2024.

5.0 Contract Type

The Government will award a Firm-Fixed Price (FFP) service contract.

6.0 Government Regular Working Hours

The Government's regular working hours are Monday through Friday from 0800 to 1630, except federal holidays or when the government installation is closed due to local or national emergencies, administrative closings, or similar government directed closings.

7.0 Federal Observed Holidays

When a federal holiday occurs on a Saturday, federal employees are normally granted the previous Friday as the holiday observance. When a federal holiday occurs on a Sunday, federal employees are normally granted the following Monday as the holiday observance. Below is the list of recognized federal holidays:

Federal Holidays	
New Year's Day (January)	Labor Day (September)
Martin Luther King Jr's Birthday (January)	Columbus Day (October)
President's Day (February)	Veteran's Day (November)
Memorial Day (May)	Thanksgiving Day (November)
Juneteenth Day (June)	Christmas Day (December)
Independence Day (July)	

8.0 Contractor Key Personnel

Contract Manager: The Contractor shall provide a Contract Manager and designated alternate, as applicable, who has full authority to act for the Contractor on all contract matters relating to this contract. The Contract Manager or alternate shall be available during the Government's regular working hours.

Quality Control Representative: The Contractor shall provide a Quality Control Representative who shall be responsible for the Contractor's Quality Control Plan (QCP) to ensure services are performed IAW the PWS. The Quality Control Representative shall implement and maintain full compliance of the QCP throughout the contract period.

9.0 Government Key Personnel

Contracting Officer (CO): The CO is the only person with the authority to: enter into, administer, and or terminate contracts; make related determinations and findings on behalf of the government; and legally bind the government. The CO shall ensure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO shall determine and document the final assessment of the contractor's performance in the government's past performance tracking system.

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 resulting task order.

10.0 Post-Award Conference and Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office IAW Federal Acquisition Regulation (FAR) Subpart 42.5. The 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.

11.0 Changes

The quantities specified in the Schedule of Items/Price Schedule are estimates only. The government reserves the right to add, delete, or change the items to be serviced under this contract, as required. Price adjustments for these changes shall be based on the rates specified in the Schedule of Items/Price Schedule for identical or similar items. Changes will only be authorized by a warranted CO.

12.0 Inspection and Acceptance

Any inspection and acceptance will be at the location specified in the contract. The designated COR will act as the representative of the CO for purposes of inspection and acceptance of services to ensure compliance with the terms, conditions, and specifications of the subject contract. The COR has no authority to make any changes to the terms and conditions of the contract.

13.0 Invoicing

All contractor invoices shall be submitted via the Invoice Processing Platform (IPP) using contract line item numbers (CLINs). The contractor shall be required to establish account(s), access method(s), log-in(s), and necessary training in order to submit invoices through IPP. Invoices not submitted via IPP shall not be accepted or paid. The contractor shall only invoice for work performed and as authorized by the contract or any task orders issued IAW the Ordering Clause, as applicable.

14.0 Government Furnished Property, Equipment, and Services

The Government will not provide Government-Furnished Property, Equipment, and/or Services under this contract.

15.0 Travel

The government will not be responsible for travel to or from the site location. The Contractor shall be responsible for all travel to and from the work site locations.

Security and Safety Requirements

16.0 Security

The contractor shall be responsible for safeguarding all government property provided to the contractor for contractor use under this contract. At the close of each work period, all government property shall be secured.

17.0 Access to Government Facilities

The contractor shall coordinate all contractor personnel access to government facilities with the COR at least 5 business days prior to any scheduled service. Only contractor personnel performing work under this contract shall have access to government facilities. If no coordination is made, access will be denied. Contractor personnel entering government facilities shall abide by all security regulations.

18.0 Key Control

No keys or key cards shall be issued to the contractor under this contract.

19.0 Identification of Contractor Employees

All contract personnel working in situations where their contractor status is not obvious to third parties are required to identify themselves by wearing clearly written and visible nametags at all times, as such to avoid creating an impression in the minds of members of the public that they are Government officials.

20.0 Conduct of Contractor Personnel

The CO may require the contractor to remove from the work site any employee working under this contract for reasons of misconduct, security, or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent. Contractor employee shall be subject to dismissal from the premises upon determination by the CO that such action is in the best interests of the government. Such removal from the work site or dismissal from the premises shall not relieve the contractor of the requirement to provide sufficient personnel to perform the services as required by this PWS.

21.0 Safety

Contractor activities shall be conducted in a safe manner that minimizes accidents as well as any impacts on Government operations and members of the public. Contractor shall comply with applicable federal, state, and local codes and standards, including safety and occupational health requirements, as well as any additional specific requirement contained in this PWS.

Technical Requirements

22.0 Specific Tasks

The culvert improvements include 11 total culverts. Some functions of work will be required for all culverts. Other functions will be based on the needs of select culverts depending on the severity of damage and road profile.

Task 1 - Culvert Repairs: This work consists of prescriptive efforts to expose and repair culverts along the Alaganik Road.

Work to be Performed at All Culvert Locations:

- All vegetation within 3 feet of the inlet and outlet of each culvert shall be removed to durable soils or roadbed. Removed vegetation may be blended at the toe of slope along the road outside of the water channels.
- Inlet and outlet elevations shall match existing stream bed elevations upstream and downstream of the culverts. Remove any raised soils or vegetation above the invert that contribute to sediment depositing within the culvert.

- Remove soils and vegetation that are built up around the culverts and restore the grade to match the typical shoulder slopes of the road. Removed soils may be used to build up the road shoulder adjacent to the culverts at a similar grade to the existing shoulder slopes.
- Clear all tops and sides of culvert to bare metal from the restored slope angle to the culvert end.
- For all culverts that do not have prescribed extensions than damaged ends shall have the damaged addressed. Ends shall be re-rounded by mechanical means to their original shape. Sections that have been torn by equipment shall be bent back to existing shape if possible. Any areas where torn metal is removed shall have jagged edges removed by beveling and grinding.
- Furnish and install flexible fiberglass or carsonite delineators. Delineators shall be mounted to the top surface of the culvert. A galvanized or aluminum bracket shall be used that spans multiple ribs and provides lateral support to resist approximately 40lbs of force at the top of the delineator or an approved alternative. Delineators shall be brown in color. Mounted minimum height above the roadway shall be 40 inches. The widest section of the delineator shall be perpendicular to the running surface of the road.
- Best management practices shall be exercised to protect waterways during construction from sediment transfer.

Work to be Performed on Culvert Locations with Extensions:

- Procure and install extensions of like material and dimension such that the culvert extends a minimum of 1 foot beyond the toe of the road shoulder slope. Contractor shall verify culvert sizes and shapes prior to ordering extension materials.
- Excavate around the culvert into the roadbed enough to provide a clean, un-damaged and non-deformed section of culvert for cutting and banding an extension in place. In most cases 3 ft from the end of the existing culvert should locate any splicing into the roadbed. Place band far enough into road fill so the band is covered completely when backfilled.
- Material excavated from the roadbed shall be moisture conditioned and compacted while backfilling the culvert ends. A minimum of 3 passes is required on each lift, with a maximum lift of 6 inches with a compactor equivalent or greater than 1000lb per 1 inch.
- Elevation of culvert ends shall match the existing grade of the culvert and water channels.
- Perched or undercut culverts on downstream side shall have the stream bed armored with 6" or greater rock on the downstream outlet to match grade of culvert. Armoring shall not extend above the outlet elevation.
- The contractor shall prevent water erosion of the road surface during replacement of the culvert ends. This may require the contractor to dewater and limit water flow through the culvert during the replacement.

Culvert Schedule: Below is a schedule of culverts, estimated size, material, and requirements for each end. All culverts are corrugated metal. The contractor shall verify that the materials ordered match the size, profile, and material of the existing culverts.

Culvert #	Estimated Size and Material	South & West Roadside Requirements	North and East Roadside Requirements
1	57"x38' Arched Aluminum	Clear, grade, delineate, and replace end.	Clear, grade, and delineate.
2	36" Round Aluminum	Clear, grade, and delineate.	Clear, grade, delineate, and add approximately 15 cubic ft of armor rock under perched culvert
3	36" Round Aluminum	Clear, grade, delineate, and replace end.	Clear, grade, and delineate.
4	42"x29" Arched Aluminum	Clear, grade, delineate, and replace end.	Clear, grade, delineate, and replace end.
5	24" Round Aluminum	Clear, grade, delineate, and replace end.	Clear, grade, delineate, and replace end.
6	24" Round Aluminum	Clear, grade, delineate, and replace end.	Clear, grade, and delineate.
7	36" Round Aluminum	Clear, grade, and delineate.	Clear, grade, and delineate.
8	18" Round Galvanized Steel	Clear, grade, and delineate.	Clear, grade, delineate, and replace end.
9	30" Round Galvanized Steel	Clear, grade, delineate, and re-round.	Clear, grade, delineate, and re-round.
10	49"x33" Arched Aluminum	Clear, grade, and delineate.	Clear, grade, and delineate.
11	36" Round Aluminum	Clear, grade, and delineate.	Clear, grade, and delineate.

Task 2 - End Sections:

- Provide and install end sections for all culverts.
- All end sections shall be banded onto the existing pipe and backfilled to maintain placement.
- All end sections shall be placed to match existing elevations of the culvert and upstream and downstream elevations of the water ways.

Task 3 - Turnout:

- A road turnout at the Culvert 6 location exists. It is evident that traffic has left the roadway and struck the culvert due to the radius entering the turnout.
- This task required an extended culvert end on the south and west side of the road.
- The contractor will furnish and install, including placement and compaction, of approximately 10 cubic yards of Grade E-1 aggregate, to ease the radius of the pullout and raise the elevation.
- Material shall be compacted with a 7-10 ton pneumatic, steel or equivalent smooth wheel vibratory roller over the full width for three complete passes or until visual displacement ceases, whichever is greater.
- A minimum 5% cross grade should be used for the surface slope of the turnout.

Task 4 - Over and Above Work: Work not covered in section 20.0 of this PWS may be considered Over and Above Work. The contractor shall submit the following information for all over and above work: type of work required; detailed work description; specific location, estimated labor hours; materials required to complete the work, and proposed cost. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the CO to perform the proposed work.

The contractor shall not proceed with over and above work until the Government promptly reviews the information submitted. The government will verify that the proposed work is required and not covered under the basic contract line item(s) and that the proposed corrective action is appropriate. The government will authorize over and above work as necessary and through the issuance of modifications to the contract, or use of government Purchase Card (GPC).

The government and contractor will negotiate a settlement for the over and above work. Contract modifications will be executed to definitize over and above work. Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

23.0 Special Qualifications

The contractor shall, at no additional cost to the government, obtain all licenses and permits required for performance of work and for complying with all applicable local, state, and federal laws and regulations.

24.0 Mobilization

This work consists of moving personnel, equipment, material, and incidentals to the project and performing work necessary before beginning work at the project site. This work also includes obtaining permits, insurance, and bonds. The contractor shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with applicable cost principles in FAR subpart 31.2 and agency supplements. The contracting officer may disallow all or part of a claimed cost that is inadequately supported.

25.0 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 3 business days in advance. If the service is due to an emergency breakdown, the Contractor shall notify the CO and COR as soon as practicable.

Deliverables Schedule

26.0 Key Deliverables

The Contractor shall submit an electronic copy of all deliverables to the CO and COR in PDF format and phrased in layperson language. Below is a list of all deliverables outlining each objective and due date.

Item #	Deliverable	Objective	Due
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1	Proposed Project Plan	Defining the responsibilities, timeline, risks and milestones of contract objectives.	NLT 10 business days after contract award.
2	Equipment List	For government situational awareness and to ensure all equipment is inspected.	At least 5 business days prior to start of performance.
3	Materials List	For government situational awareness and to ensure all material conforms to intent of project.	At least 10 business days prior to start of performance.
4	Work Schedule	To notify the government of when the contractor shall be on site performing work.	At least 5 business days prior to commencement of work.
5	Traffic Control Plan	To ensure roadways remain open and that all personnel have reduced risk of traffic related injuries.	At least 5 business days prior to work in affected area.
6	Daily Activity Reports	The contractor shall report all culvert repairs performed under this contract. The report shall include culvert number, type of work, date of performance, photographic evidence showing detailed installation buried components, before/after photographs of each culvert, and final status.	To be submitted daily at the end of each workday.
7	List of Contractor Personnel	Provide a list of all contractor personnel assigned to this contract and their point of contacts.	NLT 10 business days after contract award. An updated copy shall be provided to the CO and COR as changes occur.
8	Invoices	Invoices shall be submitted via IPP.	NLT 10 business days after work performance. For monthly invoicing, invoices shall be submitted NLT 10 days after the end of the month.

Performance Requirements Measures

27.0 Contractor's Performance

The government expects the contractor to work at an acceptable performance level throughout the life of the contract, and the contractor's performance shall be given significant consideration when evaluating recommendations for future government contracts and/or awards.

28.0 Acceptable Performance

Acceptable performance is achieved if 100% of the requirement is successfully satisfied. The Contractor's acceptable performance will be rated in COR reports and in the Contractor Performance Assessment Reporting System (CPARS) as Satisfactory, Very Good, or Exceptional.

29.0 Unacceptable Performance

Unacceptable performance is achieved if less than 100% of the requirement is satisfied (e.g., work specified by contract is incomplete or work is not IAW the PWS, task order, and manufacturer's specifications). If the performance is deemed unacceptable for any objective (required task), the COR will determine the possible cause of this unacceptable performance. Unacceptable performance caused by actions of the Contractor shall be reported to the Contractor's on-site representative and request its signature on documentation acknowledging notification. Unacceptable performance caused by actions of the Government shall not be held against the Contractor. If the Contractor disputes the results of surveillance, the COR must refer the Contractor to the CO for resolution. The Contractor's unacceptable performance will be rated in COR reports and in CPARS as Marginal or Unsatisfactory.

30.0 Performance Requirements Summary

Task	Performance Objective	Performance Standard	Performance Threshold	Surveillance Method	Remedy
Task 1: Culvert Repairs	Clean, regrade, repair or furnish and replace culvert ends.	Culverts are easily visible, in good condition, and do not restrict flow of water	No variances allowed. 100% services performed as	Periodic and/or random visual inspections by	Rework at no cost to Government for defective

		through the culverts. Compacted soils do not yield under weight of vehicle traffic.	required by the contract.	the COR or Government Technical Representative (GTM). The government has the right to change or modify inspection methods at its discretion.	services. Full invoice payment upon successful completion and acceptance.
Task 2: Culvert End Sections	Furnish and install end sections.	End section match grade of existing channels. End sections are appropriate material and secured to the culvert with appropriate banding and backfilled to prevent movement.	No variances allowed. 100% services performed as required by the contract.	Periodic and/or random visual inspections by the COR or Government Technical Representative (GTM). The government has the right to change or modify inspection methods at its discretion.	Rework at no cost to Government for defective services. Full invoice payment upon successful completion and acceptance.
Task 3: Turnout	Furnish and install extended culvert end. Furnish and place 10 CY of soil.	Culvert is visible and allows unrestricted flow through. Gravel turnout provides sufficient shoulder for a pickup truck with traveling southbound to easily remain on drive surface. Surface matched elevation and crowned slope of roadway.	No variances allowed. 100% services performed as required by the contract.	Periodic and/or random visual inspections by the COR or Government Technical Representative (GTM). The government has the right to change or modify inspection methods at its discretion.	Rework at no cost to Government for defective services. Full invoice payment upon successful completion and acceptance.
Task 4: Over and Above Work	Perform work not covered under PWS Paragraph 22.0, Task 1-3. Work shall be performed as specified and approved by the CO.	Work shall be performed IAW this PWS, and all federal, state, and local laws and regulations.	No variances allowed. 100% services performed as required by the contract.	Periodic and/or random visual inspections by the COR or Government Technical Representative (GTM). The government has the right to change or modify inspection methods at its discretion.	Rework at no cost to Government for defective services. Full invoice payment upon successful completion and acceptance.

Definitions, and Applicable Laws, Regulations, Specifications and Guidance

31.0 Definitions

Acceptance: The act of an authorized representative of the Government by which the Government, for itself or as agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract.

Business Day: Refers to any day in which government normal business operations are conducted. For this contract, a business day will be IAW PWS Paragraph 6.0, Government Regular Working Hours.

Calendar Day: Refers to the period of elapse time, using Coordinated Universal Time or local time that begins at midnight and ends 24 hours later at the next midnight.

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. "Administrative Contracting Officer (ACO)" refers to a Contracting Officer who is administering contracts. "Termination Contracting Officer (TCO)" refers to a Contracting Officer who is settling terminated contracts. A single Contracting Officer may be responsible for duties in any or all of these areas.

Contracting Officer's Representative (COR): 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.

Contractor: A supplier or service provider that enters into a contract with the Government to provide specific supplies or services to the Government. The term in this contract refers to the prime.

Day: Unless otherwise specified, it means a calendar day.

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.

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.

Facility: An establishment, structure, or assembly of equipment designated for a specific function; something designed, built, installed, etc., to serve a specific function affording a convenience or service.

Government-Furnished Property (GFP): 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.

Government Property: All property owned or leased by the Government. Government property includes both government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Inspection: Examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediates assemblies) to determine whether they conform to contract requirements.

Invoice: A contractor's bill or written request for payment under the contract for supplies delivered or services performed.

Line Item: the basic structural element in a procurement instrument that describes and organizes the required product or service for pricing, delivery, inspection, acceptance, invoicing, and payment. The use of the term "line item" includes "subline item," as applicable.

Line Item Number: Either a numeric or alphanumeric format to identify a line item.

Non-Personal Services Contract: A contract under which 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 IAW FAR 37.012, under general contracting authority, and do not require specific statutory authorization.

Over and Above Work: Work discovered during the course of performing overhaul, maintenance and repair efforts that is within the general scope of the contract; not covered by the line item(s) for the basic work under the contract; and necessary in order to satisfactorily complete the contract.

Performance Objectives: Describe the work that is to take place.

Performance Requirements Summary (PRS): Identifies the key performance indicators of the contract that will be evaluated by the Government to ensure the Contractor meets standards.

Performance Standard: Describe the desired results that are to be achieved. A measure of comparison; an acceptability criterion; a benchmark or yardstick against which a service will be measured.

Quality Assurance (QA): Refers to the various functions, including inspection, performed by the Government to determine whether a contractor has fulfilled the contract obligations pertaining to quality and quantity.

Quality Assurance Surveillance Plan (QASP): An organized written document used by the Government for quality assurance surveillance. A plan describing how the government will survey, observe, test, sample, evaluate and document the contractor's performance in meeting critical performance standards identified in the contract.

Quality Control (QC): Refers to the various functions performed by the contractor to control and improve the quality of goods and services provided.

Quality Control Plan (QCP): An organized written document used by the Contractor for quality control. A contractor's internal quality assurance procedures for measuring, tracking, reporting, and analyzing contract performance. A contractor's QCP is separate from the government's QASP.

Random Sampling: A method of looking at a few individual items in a lot to determine the quality of that lot against a standard.

Service Contract: A contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

Serviceable Condition: Refers to items that are usable; ready for use; in proper operating condition; durable; clean and in good condition; usable for its intended purpose.

Sub-Contractor: One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the sub-contractor.

Work Request: Document prepared by the Contractor which describes over and above work being proposed.

32.0 Applicable Laws, Regulations, Specifications and Guidance

Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14): The FP-14 can be found at <https://highways.dot.gov/federal-lands/specs>

Best Management Practices (BMP) Soil and Water Conservation Handbook FSH 2509.22: The FSH 2509.22 can be found at: http://www.fs.fed.us/biology/resources/pubs/watershed/FS_National_Core_BMPs_April2012.pdf

Manual on Uniform Traffic Control Devices (MUTCD): The MUTCD can be found at <https://mutcd.fhwa.dot.gov/>

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.