

**Performance Work Statement
HRD & JRD Road Maintenance**

1.0 General Information

1.1 General: This is a non-personal services contract to provide road maintenance on the Hoonah Ranger District (HRD) and Juneau Ranger District (JRD), Tongass National Forest (TNF). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

1.2 Purpose: Maintain roads and manage vegetation growth to ensure safe and productive road conditions.

1.3 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 road maintenance on HRD and JRD road systems. Services shall include road grading, blading, spot surfacing, ditching, culvert replacement, and brushing. The contractor shall provide services in accordance with (IAW) this Performance Work Statement (PWS), and all federal, state, and local laws and regulations.

1.4 Place of Performance: The work shall be performed at the following TNF areas located in Southeast Alaska: Hoonah and Juneau.

1.4.1 Hoonah: The HRD work area includes the Forest Service Roads connected to the City of Hoonah as well as the Eight-Fathom and Salt Lake Bay remote road systems. The Eight-Fathom road system is located 15 miles west of the City of Hoonah and is accessible by boat or plane. The Salt Lake Bay road system is located 15 mile southwest of the City of Hoonah and is accessible by boat or plane.

1.4.2 Juneau: The JRD work area includes the Forest Service Roads connected to the City of Juneau as well as the Couverden remote road system. The Couverden road system is accessible by boat or plane and is 30 miles west of the City of Juneau.

1.5 Period of Performance (POP): The POP shall be for 1 Base Period of 7-months and 4 Option Periods of 12-months each. Below is the estimated POP.

Period	POP Start Date	POP End Date
Base Period	30 September 2023	30 April 2024
Option Period 1	1 May 2024	30 April 2025
Option Period 2	1 May 2025	30 April 2026
Option Period 3	1 May 2026	30 April 2027
Option Period 4	1 May 2027	30 April 2028

1.6 Contract Type: The Government will award a Firm-Fixed Priced (FFP), Requirements, service contract with up to a 5-year ordering period. Performance shall be made only as authorized by Task Orders issued IAW the Ordering Clause. Subject to any limitations in the Order Limitations Clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued IAW the Ordering Clause. Note: Task Orders will be issued at the rates specified in the Schedule of Items. The quantities of services specified in the Schedule of Items are estimates only.

- 1.7 Government Regular Working Hours: The Government's regular working hours are Monday through Friday from 0700 to 1700, except federal holidays or when the government installation is closed due to local or national emergencies, administrative closings, or similar government directed closings.
- 1.8 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)	

- 1.9 Contractor Key Personnel: The following contractor personnel are considered key personnel by the Government: Contract Manager and Quality Control Representative.
 - 1.9.1 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.
 - 1.9.2 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.
- 1.10 Government Key Personnel: The following government personnel are considered key personnel: Contracting Officer and Contracting Officer's Representative.
 - 1.10.1 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.
 - 1.10.2 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.
- 1.11 Post-Award Conference/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.

- 1.12 Access to Government Facilities: The contractor shall coordinate all access to government facilities with the COR at least 10 business days prior to services.
- 1.13 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 5 business days in advance. If the service is due to an emergency, the Contractor shall notify the CO and COR as soon as practicable.
- 1.14 Changes: 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.
- 1.15 Inspection and Acceptance: Any inspection and acceptance will be at the location specified in the contract or task order. 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.
- 1.16 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 Task Orders issued IAW the Ordering Clause.
- 1.17 Special Qualifications: The contractor shall, at no additional cost to the government, obtain all licenses and permits required for the performance of work and for complying with all applicable local, state, and federal laws and regulations.
- 1.18 Travel: The contractor shall be responsible for all travel to and from the work site location, except for those items that will require mobilization to remote road systems.
- 1.19 Applicable Laws, Regulations, Specifications, and Guidance: Below 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.
 - 1.19.1 Best Management Practices (BMPs) Soil and Water Conservation Handbook, FSH 2509.22: http://www.fs.fed.us/biology/resources/pubs/watershed/FS_National_Core_BMPs_April2012.pdf
 - 1.19.2 Manual on Uniform Traffic Control Devices (MUTCD): <https://mutcd.fhwa.dot.gov/>
 - 1.19.3 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14): <https://highways.dot.gov/sites/fhwa.dot.gov/files/docs/federal-lands/specs/12851/fp14.pdf>

2.0 Security and Safety Requirements

- 2.1 Security: The contractor shall be responsible for safeguarding all government property, equipment and/or services provided for contractor use, if any. Contractor personnel entering government facilities or government controlled areas shall abide by all security regulations.
- 2.2 Key Control: No keys or key cards shall be issued to the contractor under this contract.

- 2.3 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.
- 2.4 Conduct of Contractor Personnel: The CO may require the contractor to remove from the job 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 job 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.
- 2.5 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.

3.0 Technical Requirements

- 3.1 Work Schedule: The contractor shall develop a work schedule and submit it to the CO and COR NLT 10 business days after contract award and NLT 10 business days after the exercise of an Option Period. An updated copy shall be provided to the CO and COR as changes occur. All services shall be coordinated with the COR at least 72 hours prior to performing services.
- 3.2 Maintenance Report: The contractor shall report all maintenance services performed on each road covered under this contract. At a minimum, the report shall include: road number, road name, beginning milepost, ending milepost, total miles, type of work, date of performance, and final status. Reports shall be submitted with their corresponding invoice for payment.
- 3.3 Quality Control Plan (QCP): The Contractor shall develop and maintain an effective QCP to ensure services are performed IAW this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which the Contractor assures that their work complies with the requirements of the contract. The Contractor's QCP shall be provided to the CO and COR NLT 10 business days after contract award. After acceptance of the QCP, the Contractor shall receive the CO's acceptance in writing of any proposed change to the QCP.
- 3.4 Safety and Traffic Control Plan: The contractor shall develop a work-specific plan that addresses all possible hazards that may exist on the work site, ensures the safety and convenience of the public, and protects the residents and property adjacent to the work site. The plan shall include accommodating public traffic on roads adjacent to and within the work site until the work is completed and accepted by the government. Warning signs shall be placed IAW the standards of the Manual on Uniform Traffic Control Devices (MUTCD), current edition, while work is in progress. This shall include "Slow Moving Equipment" signs attached to all road surface equipment. The contractor shall submit the plan to the CO and COR NLT 5 business days after task order award. An updated copy shall be provided to the CO and COR as changes occur.
- 3.5 Contractor Furnished Equipment: All contractor furnished equipment and vehicles to be used at the work 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 government 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. 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. The contractor shall develop a list of all the equipment to be used under this contract and submit it to the CO and COR NLT 10 business days after contract award. An updated copy shall be provided to the CO and COR as changes occur.

- 3.6 Merchantable Timber: All merchantable timber is government property. The minimum utilization standards for merchantable timber are: Length = 16 Feet; Diameter (Inside Bark) at Small End = 7 Inches. If during the course of work merchantable timber impedes progress of services, fall and buck merchantable material into lengths not to exceed 40 feet.
- 3.7 Mobilization (Only Applicable to Remote Road Systems): The government will cover contractor mobilization costs to and from Eight-Fathom, Salt Lake Bay, and Couverden remote road systems where a barge is necessary to transport required personnel, equipment, materials, and incidentals prior to performing the work specified in this PWS. All work that can be accessed by road from the City of Hoonah or the City of Juneau will not include mobilization as a pay item. Mobilization will cover allowable travel costs IAW FAR 31.205-46 and other direct and indirect tasks associated with the work to be performed at these remote locations. Mobilization costs will be established as a Firm-Fixed Price at the time of contract award. 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 CO may disallow all or part of a claimed cost that is inadequately supported.
- 3.8 Specific Tasks: The contractor shall provide road maintenance on multiple HRD and JRD road systems. Services shall include road grading, blading, spot surfacing, ditching, culvert replacement, and brushing. The following establishes the required tasks (pay items) and the minimum acceptable levels of service:
- 3.8.1 Task 1 - Load, Haul, and Place Material: Sidecast or load, haul, and place slide and slough material at designated sites. Sidecast material shall be placed on the downhill side of the roadway. No material shall be placed in streams or on streambanks. In Juneau, there will be no designated sites for slough material on National Forest System lands. Work is complete when the road is in a smooth drivable condition with no obstruction remaining on or adjacent to the roadway or in ditches which would have the potential to interfere with traffic use, block or divert water from structures or channels. This includes relocation, repositioning, stabilization, and re-vegetation as specified on each task order. This task is paid by the Cubic Yard (measured in vehicles).
- 3.8.1.1 The contractor shall ensure slopes are stabilized, drainages are not blocked, no undercut backslopes remain, ditches are clean, roads are clear of debris, clean slide material from roadway, and disposal sites are stable and located at approved locations. Place slide material at designated sites to lines and grades shown on drawings. All disposal sites will be coordinated and approved by the COR. End haul distances will generally be less than 3 miles.
- 3.8.2 Task 2 - Surface Maintenance: Smooth and shape native or aggregate surfaced roads including traveled way, shoulders, turnouts, and intersections. A road surface is maintained to standard when the surface, including turnouts, is shaped (crowned at least 3%, or sloped to drain, depending on road geometry) and compacted, without segregation of the surfacing materials. The road surface has no ruts, rills or potholes, suitable materials have been recovered and incorporated. Unsuitable materials have been removed. Fine material deposited along the road edges from previous traffic will be incorporated into the road surface. Road blading will require scarification and processing of existing roadway materials to recover aggregate from shoulders and ditch lines. All traveled ways requiring compaction shall be compacted using Compaction Method A (Breaking track while operating equipment on the traveled way), unless the use of Compaction Method B (Operating a 7-10 ton pneumatic, steel or equivalent smooth wheel vibratory roller over the full width until visual

displacement ceases is specified in the task order. Compaction shall commence immediately following blading. Measurement for blading will be linear mile measured along the centerline of the roadway. Measurement will be measured to the nearest one-tenth (0.1) mile. This task is paid by the Mile.

- 3.8.2.1 Compaction Method A: Breaking track while operating equipment on the traveled way.
- 3.8.2.2 Compaction Method B: Operating a 7-10 ton pneumatic, steel or equivalent smooth wheel vibratory roller over the full width until visual displacement ceases.
- 3.8.2.3 The contractor shall ensure potholes and washboards are removed from road surface, crown, in-slope or out-slope is uniform (3% is typically acceptable); road surface material contains sufficient moisture (is not too wet or too dry to achieve compaction); for roads to be graded and compacted under Compaction Method B, entire treated road width is compacted with rolling equipment until visual displacement ceases; side roads open to traffic are graded to ensure smooth transitions (a minimum of 100 feet from the intersection); bridge decks on permanent bridges are clean of rock and dirt generated from grading operations; and road segments being graded are no longer than 1 mile in length. Roads treated under compaction Method B have less than 3 miles of un-compacted segments. Berms created during grading operations are removed from the roadway prior to the end of each day's work and not left in place overnight.
- 3.8.3 Task 3 - Roadway Drainage Maintenance: Clean and recondition roadway drainage systems including culverts, ditches, inlet and outlet channels, catch basins, and appurtenances. Drainage system maintenance is complete when no obstruction or debris remains on the roadway or in the defined area adjacent to the structure or in ditches which would have the potential to block water from entering the structure, back water into the structure (except for structures designed to function in a back-flooded manner), or divert water outside the defined channel. Equipment operation in live streams or hydraulic flushing of drainage structures is not permitted. Work does not include bridges, drain dips, or water bars. Work activity will be measured along the centerline of the road regardless of the number of lanes. One mile of road includes treatment on both sides of the road.
- 3.8.3.1 Sidecast: Excess excavated materials will be placed on the downhill side of the road. No material shall be placed in streams or on streambanks. Completed ditches will be a minimum of 3 feet wide by 1 inch deep. This sub-task is paid by the Mile.
- 3.8.3.2 End Haul: Excess excavated materials will be end-hauled to a disposal site within 3 miles of the work. The disposal site will be coordinated and approved by the COR. This sub-task is paid by the Cubic Yard.
- 3.8.4 Task 4 - Brushing: Remove vegetation, including trees, on roadway surfaces and roadsides. Roadway vegetation maintenance is complete when the vegetation has been removed from the designated treatment area which interferes with traffic, obscures signs, impedes the flow of water or diverts water from drainage structures. Cut all brush within treatment area which is less than or equal to 6 inches in diameter measured 6 inches above the ground. Cut all brush within 5 feet of culvert inlets. Cut brush to provide overhead clearance of 14 feet on road surface. Remove debris from road surface, ditches, and cut slope above road. Scatter to fill slopes below road, no debris piles allowed at culvert outlets. Clean culvert inlets and outlets of debris a minimum of 2 culvert diameters. Cut brush to provide sufficient site distance on the inside of sharp curves to eliminate blind corners and intersections. No unnecessary damage to a tree bole greater than 6 inches diameter. Damaged trees exceeding 30% of tree bole shall be treated or removed. Work activity will be measured along the centerline of the road regardless of the number of lanes. One mile of road includes treatment on both sides of the road. This task is paid by the Mile.
- 3.8.4.1 Method A Treatment Area: From 5 feet slope distance beyond toe of ditch to 10 feet slope distance on fill slope.

3.8.4.2 Method B Treatment Area: From toe of ditch to 5 feet slope distance on fill slope.

3.8.4.3 The contractor shall ensure vegetation is cleared to the specified distance from road edge on each side of road; vegetation is cleared to a specified distance of 14 feet from road surface elevation; vegetation is removed to a maximum height of 6 inches above the nearby ground surface; vegetation is removed from drainage structures or ditches that impede flow or divert water; remove material greater than 3 inches in diameter and 24 inches in length remaining on the roadway surface and/or roadways drainages or has the potential to move into drainages; remove any concentration that affect sight distance or drainage; and follow approved safety plan which may include signs and other temporary traffic control measures.

3.8.5 Task 5 - Spot Surfacing: Load, haul, and place surface material to repair or stabilize road surfaces. Spot surfacing is complete when the designated quantity of the ordered material has been placed, shaped and compacted. This task is paid by the Cubic Yard (measured in vehicles, or in aggregate placed).

3.8.6 Task 6 - Riprap: This work consists of furnishing and placing riprap for bank protection, slope protection, drainage structures, and erosion control. Refer to FP-14, Section 251, for sampling, testing, and acceptance requirements. This task is paid by the Cubic Yard (measured in place).

3.8.6.1 Placed Riprap: Placed riprap is rock placed on a prepared surface to form a well-graded mass. Place riprap to its full thickness in one operation to avoid displacing the underlying material. Do not place riprap material by methods that cause segregation or damage to the prepared surface. Place or rearrange individual rocks by mechanical or hand methods to obtain a dense uniform blanket with a reasonably smooth surface.

3.8.6.2 Keyed Riprap: Keyed riprap is rock placed on a prepared surface and set into place by impact pressure. Place rock according to Paragraph 3.8.6.1 of this PWS. Set the riprap into place by exerting impact pressure with a hydraulic-powered bucket or an approximate 5000-pound (2000-kilogram) flat-faced mass. Repeated impacts should be made until the rock is firmly seated and forms a reasonably uniform surface without reducing the effective sizes of the rocks. Do not use impact pressure on riprap below the water surface.

3.8.6.3 The contractor shall obtain material used for embankment construction that from outside the roadway prism; incorporate only suitable material within the embankment; shape to drain and compact the embankment surface to a uniform cross-section; eliminate ruts and low spots that could hold water; route and distribute hauling and leveling equipment over the width and length of each layer of material; and operate spreading equipment and loaded hauling equipment over the entire surface of embankment.

3.8.7 Task 7 - Over and Above Work: Work not covered under tasks 1 through 6 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 task orders, 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.

4.0 Deliverables Schedule

4.1 The contractor shall submit an electronic copy of all deliverables to the CO and COR in PDF format and phrased in layperson language.

Item	Deliverable	Objective	Frequency
1	Work Schedule	Provide a timeline of all the services to be provided under this contract IAW PWS Paragraph 3.1.	NLT 10 business days after contract award and NLT 10 business days after the exercise of an Option Period. An updated copy shall be provided to the CO and COR as changes occur.
2	Maintenance Report	Report all services performed on each road IAW PWS Paragraph 3.2.	To be submitted with invoice for payment.
3	Quality Control Plan (QCP)	Provide a QCP detailing the procedures to be implemented to identify, prevent, and ensure non-recurrence of defective services.	NLT 10 business days after contract award. An updated copy shall be provided to the CO and COR as changes occur.
4	Safety and Traffic Control Plan	Provide a safety and traffic control plan IAW PWS Paragraph 3.4 to ensure trails and roadways remain open and that all personnel have reduced risk of traffic related injuries.	NLT 5 business days after task order award. An updated copy shall be provided to the CO and COR as changes occur.
5	Equipment List	Report all equipment to be use during the performance of this contract for government situational awareness and to ensure all equipment is inspected.	NLT 10 business days after contract award. An updated copy shall be provided to the CO and COR as changes occur.
6	Mobilization Records	Report all allowable mobilization costs conducted during the performance of this contract IAW PWS Paragraph 3.7.	To be submitted with invoice for payment.
7	Over and Above Work Request	Provide a work request for all Over and Above Work. The request shall include: the type of work required; detailed work description; specific location, estimated labor hours; materials required to complete the work, and proposed cost.	NLT 10 business days from the date the work was discovered.
8	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.
9	Invoices	Invoices shall be submitted via IPP.	NLT 10 business days after work completion. For monthly invoicing, invoices shall be submitted NLT 10 days after the end of the month.

5.0 Performance Requirement Measures

5.1 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.

5.2 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.

5.3 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.

5.4 Performance Requirements Summary:

5.4.1 Task 1 - Load, Haul, and Place Material: Work shall be performed IAW Paragraph 3.8.1 of this PWS, the terms of each task order, and all federal, state, and local laws and regulations.

Performance Standard	Required Service	Performance Threshold	Method of Surveillance	Remedy
Slopes stabilized, drainages are not blocked, no undercut backslopes remain, ditches clean, road is clear of debris.	Clean slide material from roadway.	No variances allowed. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
Disposal sites are stable and located at approved locations.	Place slide material at designated sites to lines and grades shown on drawings.	Incidental variances allowed.	Periodic and/or random visual inspections by the COR. 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.

5.4.2 Task 2 - Surface Maintenance: Work shall be performed IAW Paragraph 3.8.2 of this PWS, the terms of each task order, and all federal, state, and local laws and regulations.

Performance Standard	Required Service	Performance Threshold	Method of Surveillance	Remedy
Potholes and washboards removed from road surface, crown, in-slope or out-slope is uniform, 3% is typically acceptable.	Grade and shape road surface.	Incidental variances allowed.	Periodic and/or random visual inspections by the COR. 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.
Road surface material contains sufficient moisture, is not too wet or too dry to achieve compaction.	Moisture content suitable for compaction.	No variances allowed. 100% services performed as required by	Periodic and/or random visual inspections by the COR. The government has the right to change or	Rework at no cost to Government for defective services. Full invoice payment upon successful

		each task order.	modify inspection methods at its discretion.	completion and acceptance.
For roads to be graded and compacted under Compaction Method B, entire treated road width is compacted with rolling equipment until visual displacement ceases.	Compaction of road surface.	No variances allowed. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
Side roads open to traffic are graded to ensure smooth transitions a minimum of 100 feet from the intersection.	Intersections.	No variances allowed. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
Road segments being graded are no longer than 1 mile in length. Roads treated under compaction Method B have less than 3 miles of un-compacted segments. Berms created during grading operations are removed from the roadway prior to the end of each day's work and not left in place overnight.	Working area lengths and overnight conditions.	Incidental variances allowed.	Periodic and/or random visual inspections by the COR. 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.
Bridge decks on permanent bridges are clean of rock and dirt generated from grading operations.	Bridge decks cleaned.	Incidental variances allowed.	Periodic and/or random visual inspections by the COR. 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.

5.4.3 Task 3 - Roadway Drainage Maintenance: Work shall be performed IAW Paragraph 3.8.3 of this PWS, the terms of each task order, and all federal, state, and local laws and regulations.

Performance Standard	Required Service	Performance Threshold	Method of Surveillance	Remedy
No obstruction or debris remains in drainage system.	Clean and recondition drainage systems.	No variances allowed. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.

Excess excavated materials will be placed on the downhill side of the road.	Excess excavated materials.	No variances allowed. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
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5.4.4 Task 4 - Brushing: Work shall be performed IAW Paragraph 3.8.4 of this PWS, the terms of each task order, and all federal, state, and local laws and regulations.

Performance Standard	Required Service	Performance Threshold	Method of Surveillance	Remedy
No unnecessary damage to a tree bole greater than 6" in diameter.	Avoid unnecessary tree damage.	No deviation from standard. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
Vegetation cleared to the specified distance from road edge on each side of road.	Slope distance clearance.	No deviation from standard. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
Vegetation cleared to a specified distance of 14' from road surface elevation.	Vertical clearance.	No deviation from standard. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
Vegetation shall be removed to a maximum height of 6" above the nearby ground surface.	Control height above ground surface.	No deviation from standard. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
Vegetation shall be removed from drainage structures or ditches that impede flow or divert water.	Clear drainage.	No deviation from standard. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
Remove material greater than 3" in diameter and 24" in length remaining on the	Remove oversized material.	No deviation from standard. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. The government has the right to change or	Rework at no cost to Government for defective services. Full invoice payment upon successful

roadway surface and/or roadways drainages or has the potential to move into drainages.			modify inspection methods at its discretion.	completion and acceptance.
Remove any concentration that affect sight distance or drainage.	Remove concentrations.	No deviation from standard. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
Follow approved safety plan which may include signs and other temporary traffic control measures.	Compliance with safety plan.	No deviation from standard. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. The government has the right to change or modify inspection methods at its discretion.	Suspension of work until in compliance.

5.4.5 Task 5 - Spot Surfacing: Work shall be performed IAW Paragraph 3.8.5 of this PWS, the terms of each task order, and all federal, state, and local laws and regulations.

Performance Standard	Required Service	Performance Threshold	Method of Surveillance	Remedy
Load, haul, place, shape and compact surface material to repair or stabilize road surfaces.	Spot surfacing.	No variances allowed. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.

5.4.6 Task 6 – Riprap: Work shall be performed IAW Paragraph 3.8.6 of this PWS, the terms of each task order, and all federal, state, and local laws and regulations.

Performance Standard	Required Service	Performance Threshold	Method of Surveillance	Remedy
IAW Paragraph 3.8.6.1 of this PWS.	Placed riprap.	No variances allowed. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.
IAW Paragraph 3.8.6.2 of this PWS.	Keyed riprap.	No variances allowed. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.

5.4.7 Task 7 - Over and Above Work: Work shall be performed IAW Paragraph 3.8.7 of this PWS, the terms of each task order, and all federal, state, and local laws and regulations.

Performance Standard	Required Service	Performance Threshold	Method of Surveillance	Remedy
Perform work not covered under tasks 1 through 6 as specified and approved by the CO. This type of work will require a separate task order.	Over and above work.	No variances allowed. 100% services performed as required by each task order.	Periodic and/or random visual inspections by the COR. 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.

6.0 Government Furnished Property, Equipment, and Services

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

7.0 Definitions

7.1 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.

7.2 Business Day: Any day in which government normal business operations are conducted. For this contract, a business day will be IAW PWS Paragraph 1.7, Government Regular Working Hours.

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

7.4 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.

7.5 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.

7.6 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.

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

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

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

- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 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.
- 7.14 Inspection: Examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediates assemblies) to determine whether they conform to contract requirements.
- 7.15 Invoice: A contractor's bill or written request for payment under the contract for supplies delivered or services performed.
- 7.16 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.
- 7.17 Line Item Number: Either a numeric or alphanumeric format to identify a line item.
- 7.18 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.
- 7.19 Option: Unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the term of the contract.
- 7.20 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.
- 7.21 Performance Objectives: Describe the work that is to take place.
- 7.22 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.

- 7.23 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.
- 7.24 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.
- 7.25 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.
- 7.26 Quality Control (QC): Refers to the various functions performed by the contractor to control and improve the quality of goods and services provided.
- 7.27 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.
- 7.28 Random Sampling: A method of looking at a few individual items in a lot to determine the quality of that lot against a standard.
- 7.29 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.
- 7.30 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.
- 7.31 Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects: Issued primarily for constructing roads and bridges on Federal Highway projects under the direct administration of the Federal Highway Administration. It is also used by the U. S. Forest Service and other Federal agencies on their projects. These specifications are cited as "FP-14" indicating "Federal Project" Standard Specifications issued in 2014 and contain both United States Customary and Metric units of measure.
- 7.32 Sub-Contractor: One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the sub-contractor.
- 7.33 Task Order: An order for services placed against an established contract or with Government sources.
- 7.34 Work Request: Document prepared by the Contractor which describes over and above work being proposed.