

**STATEMENT OF WORK (SOW)**  
**Johnstown Flood National Memorial (JOFL)**  
**Tree Removal, Land Clearing, and Maintenance Services**

**1.0 Background**

The Johnstown Flood National Memorial (JOFL) has recently been mowed, trees removed, and woody plants macerated. This has been successful overall, but there are areas that require additional work. The goal of this is to get the entire lakebed as mowable as possible while recognizing that that will include manual efforts with hand tools and small equipment, and specialized mower heads on hydraulic arms.

**2.0 Scope**

CLIN 00010 Base bid: The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that brush piles are removed, stumps are cut flush and treated, marked trees are removed, volunteer woody plants are removed, and areas seeded. This effort will require special techniques to preserve archeological resources; this includes using soft felling techniques and scheduling work when the ground is firm enough so that no rutting occurs).

CLIN 00020 Bid Option 1: Mow entire lakebed (50 acres) with a flail mower or macerator and manual labor 4 times to be scheduled with the park over the period of performance. Treat woody plants or invasive plants that cannot be controlled by mowing. Making culturally significant features (Large boulders, structure remnants), from the dam/flood period, visible from observation points is one of the goals.

**3.0 Objectives**

If all the bid options are awarded, to remove all woody plants by cutting them flush to the ground and removing them from the site, remove piled brush and woody debris to facilitate mowing, flush cut and treat existing stumps, and maintain the lakebed in a mowed condition. Eventually the lakebed will be allowed to naturalize, but this initial effort is to make the lakebed mowable and control woody succession. The riverbanks should be excluded as this is a buffer zone needed to protect the river and habitat.

**4.0 Tasks**

- a) **CLIN 00010 Base Bid: Tree, Brush, and Stump Removal.**
  - (1) Means, methods, techniques, and manpower for each activity; including a list of proposed specialized industry specific clearing equipment such as:
    - (a) Flail Mowers
    - (b) High-Capacity Self-Propelled Masticators
    - (c) Hydraulic Excavators with Shear or Mower Heads
    - (d) Chainsaws

- (e) Chippers
- (f) Bush Hogs
- (g) Mowers
- (2) Contractor shall inspect and repair equipment defects prior to mobilizing equipment on-site or to any Contractor-designated location. Modifications to equipment shall be approved by the equipment manufacturer and shall meet current OSHA and applicable industry codes and standards.
- (3) Equipment necessary for this operation will not be left unattended within 30 feet of a roadway shoulder.
- (4) Equipment and tools shall be clean, in good working condition, contain no undocumented post-manufacturing alterations and/or revisions, and shall be subject to safety inspections. Equipment not passing inspection shall be turned back and mobilization of that equipment will be rejected.
- (5) All equipment used for land clearing must be equipped with safety guards, shields, canopies, and grills, as well as steel grid or mesh window protection to maximize the safety of the operator and to reduce damage to the machine.
- ii) **Removal of vegetation**, including trees, shrubs, stumps, and brush to take place on approximately 50 acres of grounds as indicated in Appendix A. The areas in the map in Appendix A are for bidding purposes only and may not represent the entirety of the work. A site visit during the pre bid phase is recommended.
  - (1) Using various types of equipment and attachments both motorized and manually operated, the identified areas of the JOFL site will have all woody vegetation and brush removed. Height of cut for all vegetation will be flush to the ground to be determined by COR.
  - (2) The Contractor shall inspect/police areas prior to work to avoid damage to equipment, staff, visitors, and resources.
  - (3) The Contractor shall schedule so that it does not interfere with Special Events, inclement weather, soft ground conditions, and/or outdoor activities.
  - (4) Contractor shall not operate machinery in wet areas where a depression from a wheel could be more than 1". Contractor will inform COR of any damage to the ground. Under the direction of the COR and after consultation with the park and archeology, the contractor will repair any tire/wheel/equipment damage by importing soil and leveling.
  - (5) Clippings/chips will be removed and disposed of offsite in a legal manner.
  - (6) Brush/wood/debris will be removed and disposed of offsite in a legal manner.
  - (7) Burning of brush piles will not be permitted and all brush and tree debris must be removed from the park within ten days after clearing.
  - (8) Brush and tree debris or chips will not be deposited upon or buried on park property.
  - (9) Piles of brush and tree debris or chips will not be placed on private property adjacent to the park.

- (10) All vegetation management activities shall be done in a workman-like manner and the cleared area shall be left in a neat condition upon completion of the work in preparation for seeding. Brush and tree removal will be contiguous within the designated area and selective clearing will not be permitted unless otherwise stated by COR.
- (11) Ground Condition:
- (a) Grubbing of stumps will not be allowed. (No digging below ground level).
  - (b) Removal of debris using equipment (carrying or dragging) will not damage the ground or expose soil.
  - (c) Trees and brush will not be removed by pushing over or breaking out of the ground.
  - (d) All efforts will be made by the Contractor to prevent erosion from occurring as a result of vegetation management activities.
- (12) Stump Removal:
- (a) All stumps will be flush cut up to 2" above grade.
  - (b) Stumps will be immediately treated after cutting with an approved herbicide to avoid resprouting.
- (13) Seeding:
- (a) Bare areas from equipment damage, brush piles, or chip piles will be repaired with an NPS approved soil (if needed) and seed.
    - (i) Soil
      1. Imported topsoil shall be a screened, natural, surface soil, in a friable condition and contain less than 3% subsoil. The topsoil shall be free of hardpan material, stones and clods larger than 1/2 inch in diameter, sticks, tree or shrub roots, debris, toxic substances (i.e., residual herbicides) and other material detrimental to plant growth. The area and the topsoil shall be free of undesirable plants or plant parts such as, but not limited to, bermudagrass, nut sedge, mug wort, Johnson grass, quack grass, Canada thistle or noxious weeds as set forth in the [Federal Seed Act](#). Contractor shall notify NPS of location of all sources of the topsoil and furnish the NPS a certified report from the agricultural experiment station or approved agricultural laboratory of an analysis performed not more than 60 days prior to the date of submission. The topsoil shall be certified to meet the following requirements:
      2. Shall be a natural, original surface soil of a sandy loam texture with a mechanical analysis of 60-65% sand, 15-25% silt and 10-15% clay.
      3. Shall have at least 2%, but not more than 5%, organic matter.
      4. Soil pH shall be 5.5 to pH 6.5 inclusive unless otherwise specified.
      5. Soil salinity by electrical conductivity measurement shall not exceed 600 parts per million (ppm) as determined by Black,

Editor "Method of Soil Analysis", Part 2, published by the American Society of Agronomy, 1965.

6. The soil nutrient level shall be between 70-265 pounds per acre of magnesium, 65-205 pounds per acre of phosphorous ( $P_2O_5$ ), and 85-320 pounds per acre of potassium ( $K_2O$ ).
7. Agricultural limestone at not more than five pounds per cubic yard of topsoil may be used to adjust an acidic condition and shall be thoroughly mixed by volume.
8. Topsoil shall not be delivered or handled in a frozen or muddy condition.

(ii) Seed

1. At discretion of the COR, contractor to use Ernst Mesic to Dry Native Pollinator Mix (ERNMX-105) OR Native Upland Wildlife Forage and Cover Meadow Mix (ERNMX-123) OR Showy Northeast Native Wildflower and Grass Mix (ERNMX-153) or approved equal.

(iii) Seedbed Preparation

1. Remove competing vegetation and debris larger than  $\frac{1}{2}$ ".
2. Apply seed at recommended rate.
3. Gently rake seed in to ensure good soil to seed contact.
4. Apply mulch such as Seed Aide or Penn Mulch

**b) CLIN 00020 Bid Option 1- Lakebed Mowing**

- i) Using a flail mower or macerator and hand labor, mow/trim vegetation (Map Appendix B)

- (1) Avoid mowing in wetland areas as identified in Appendix B..
- (2) Contractor to plan on four (4) mowings over the period of performance to be scheduled with the COR and Park.
- (3) Vegetation will be mowed to 6" to 8" in height
- (4) Resprouting stumps and Invasive plants not controlled by mowing will be identified by the contractor or COR and controlled by the contractor with a NPS approved herbicide.

**ii) Limitations:**

- (a) The Contactor shall confine his operations to daylight hours and no work will be performed on Saturday, Sunday, or on Federal Holidays. The tree work portion of the contract will not be performed between March 15 to August 15.
- (b) The Contractor shall notify the COR a minimum of 24 hours prior to the beginning work.
- (c) When soil conditions are such that damage to the ground is caused by vegetation management equipment, operations will be temporarily discontinued or changed.
- (d) Trimming of trees and brush will be performed in accordance with the American Standards Institute (ANSI) A300 publication titled Standards for Tree Care Operations.

- (e) Contractor employees performing pruning or trimming of trees not to be removed will be accredited by the Tree Care Industry Association or Arborist certified by the International Society of Arboriculture.

**c) Communication**

- i) Daily. The Contractor shall provide the status of on-going efforts and work plans for the day. The Contractor shall also notify the COR of circumstances that affect the work plan, as well as safety, health, and fire hazards.
- ii) Periodic Submittals. The Contractor shall submit the following documents upon request from the COR:
  - (1) Revised Key personnel/ resumes (outline form) as personnel changes are made
  - (2) Current copies of required professional licenses/certificates
  - (3) Proof of successful completed training for all personnel as required by law and regulation
  - (4) Safety meeting reports including, but not limited to content, attendance, instructor/meeting leader, location, length, etc.
  - (5) Product label and SDS of new/different/alternative product(s).
  - (6) The Contractor shall maintain complete and accurate records of all work performed under this SOW. The Contractor shall provide all collected data to the COR both electronically and in hard copy.

**d) Contractor Personnel**

- i) Supervision
  - (1) The Contractor shall provide adequate and competent on-site supervision for all employees performing under this SOW. The Contractor shall name no less than one (1) Supervisor to direct the performance at any location for which a work is taking place. Any Supervisor shall:
    - (2) Have the authority to act for the Contractor on a day-to-day basis, and to sign inspection reports and all other correspondence on behalf of the Contractor.
    - (3) Be available during normal hours of operation (7:30am – 4:30pm) to receive notices, reports, or requests from the COR or an authorized representative.
    - (4) Can understand, speak, and read English to successfully perform the requirements of this award.
  - (5) Quality Control (QC) Inspector
    - (a) The Contractor shall name no less than one (1) QC Inspector and backup(s) who will perform QC inspections.
    - (b) All workers shall, through related training and on the job experience, be familiar with the technical aspects of this work as well as equipment used in such operations.
  - (6) Identification of Employees
    - (a) All workers shall be recognizable as employees of the contractor by wearing distinctive clothing bearing the name of the company and by wearing appropriate patches which show the contractors company name and employee name.

- (b) Distinctive clothing shall be uniform in appearance and include long pants, shirts, hats, and seasonal outerwear.

**e) Temporary Facility and Lay-down Area**

- i) Contractor trailers must be secured or anchored to prevent movement or turnover from high winds. Trailer manufacturer shall provide anchor calculations to ensure overturning, lateral movement is in compliance.
- ii) Contractor will be responsible for construction and maintenance of Contractor's lay-down areas, landing area(s), parking, storage and work areas and roads within such areas.
- iii) Upon demobilization, the land previously occupied by Contractor's Temporary Facilities and lay-down area shall be restored to its pre-construction condition or better. This requirement shall also apply to all Temporary Roads, Parking, landing area(s), and Temporary Utilities.
- iv) Contractor will supply portable sanitary facilities for the project in the vicinity of the Contractor's office and parking area.
- v) Smoking Areas:
  - (1) No smoking will be allowed within the Work area.
  - (2) Provide a fire extinguisher.
  - (3) Designate smoke area with a non-flammable barricade.
  - (4) Use containers for extinguishing and disposal of cigarette butts.
  - (5) Provide and maintain safe walking access to the smoking area.
  - (6) Provide a waste disposal container for debris other than cigarette butts.
  - (7) Follow good housekeeping practices

**f) Fuel Storage and Dispensation**

- i) Use of portable fuel storage tanks must be approved by the COR in advance. Proposed locations must be shown on the plans and pre-approved by the COR. Portable fuel storage tanks must be dual walled or provided with a suitable dual containment and may not exceed 1350 gallons each.
- ii) Oils, greases, and similar materials must be stored in nonflammable bins or buildings or in a fenced compound remote from other combustible materials in accordance with NFPA and as approved by COR.
- iii) Mobile refuelers must provide a containment system to prevent spilled fuel from reaching navigable water before cleanup occurs.
- iv) A properly trained site representative or Contractor shall be present at all times during fuel transfers.
- v) Refueling will not occur near streams and wetlands.
- vi) To identify potential leaks from mobile fuel tanks, routine visual checks (at a maximum frequency of once per week) will be performed, or a continuous leak monitoring system with alarm capabilities will be installed.
- vii) A drip pan or absorbent pad shall be placed under all uncontained hose connection points during refueling operations.
- viii) Loading/unloading capped connections must be secured when not in service or when in standby service for an extended time.

- ix) Mobile refueler drains and outlets will be inspected during each use to ensure they are not discharging and will be tightened before filling or departure from site.
- x) If mobile refueling trucks remain on site between uses, the trucks will be stored within a secondary containment.
- xi) "No smoking" signs shall be provided by Contractor and prominently displayed in areas where flammable materials are stored. Additionally, Contractor shall provide and maintain suitable fire extinguisher in such areas.
- xii) Contractor shall provide all fuel for heating and ventilation for Temporary Facilities.
- xiii) Stationary fuel powered equipment (e.g., generators, pumps, light plants, etc.) with a fuel holding capacity equal to or greater than 55 gallons of fuel must be equipped with a double walled fuel tank. If a double wall fuel tank is not available, then the stationary fuel powered equipment must be placed in an acceptable secondary containment device as approved by the COR. The secondary containment device must be sized to hold the equivalent of the largest tank volume within that containment.
- xiv) For equipment requiring secondary containment that will be stored outdoors, the containment area must provide for accumulated precipitation, and as such, be sized to 120% of the largest tank volume within that containment. The secondary containment's material(s) of construction shall be impervious to and compatible with, the liquid to be contained.
- xv) The contractor shall comply with all federal, state, local, DOI, and NPS environmental laws, regulations, and policies. Specifically:
  - (1) Spill Prevention (SP), Containment, and Cleanup: The contractor shall submit a Spill Contingency Plan within 30 days of performance start date to the COR for review. A contractor-developed plan shall be developed in accordance with the Oil Pollution Act of 1990 and the National Response Team's Integrated Contingency Plan Guidance and NPS directives. The contractor SP shall minimize the likelihood of spills by taking all precautions necessary when handling, storing, and transporting hazardous materials (HAZMAT) and hazardous waste (HAZWASTE). Spills are defined as the release of solids, liquids, or gases. When handling, storing, or transporting HAZMAT (to include HAZWASTE) the SP will comply with all applicable Department of Transportation (DOT), Environmental Protection Agency (EPA), and other federal, state, and local laws and regulations. The contractor shall contain, clean up, and report all spills on government property in a manner that complies with applicable federal, state, and local laws and regulations.
  - (2) Spill Prevention Control and Countermeasure (SPCC): The contractor shall develop and implement a SPCC plan in accordance with Title [40 CFR 112](#) for the service area. The contractor shall submit the plan within five days of performance start date.
  - (3) Hazardous Material and Waste Minimization: Hazardous materials used in performing work under this contract shall be handled in accordance with applicable laws and regulations. All hazardous materials used shall be

- accompanied with appropriate Safety Data Sheets (SDS). The contractor shall submit copies of SDS(s) to the COR and shall retain a copy of each applicable SDS on-site where they are always available to employees in accordance with (IAW) OSHA regulations. The Contractor shall maintain a viable hazardous waste minimization program that includes making every effort to identify and use nonhazardous or less hazardous materials than those currently in use and to recycle consumable wastes.
- (4) Hazardous Material Management: The contractor shall remove all hazardous materials from individual job sites upon completion of the work daily. All hazardous waste generated by the contractor shall be accumulated at approved accumulation sites in containers approved by Title [49 CFR, part 173](#).
  - (5) Restricted Use of Ozone Depleting Substance (ODS): Class I ODS is defined in Section 602 of the Clean Air Act. Except for work on existing equipment utilizing Class I ODS, the contractor shall not use Class I ODS in the performance of this contract, nor provide ODS as part of equipment. This prohibition shall be considered to prevail over any other provision, specification, drawing, or referenced document.
  - (6) Restricted Use of Solvent Cleaners: The contractor shall not use halogenated cleaning solvents in the performance of work.
  - (7) All equipment must meet all federal OSHA, state and local safety requirements and must be properly licensed. A list of the equipment anticipated for use shall be submitted and include the make and model, year manufactured, tag number if applicable, and date of last inspection. The name or logo of the contractor must be clearly displayed on all trucks used on the job.
  - (8) Any equipment replacements/additions throughout the course of the contract will be submitted to the COR within 30 days.
  - (9) All work should be in accordance with industry or commercial practices.
  - (10) All workers shall wear OSHA required safety equipment.
  - (11) When conducting operations near or adjacent to roadways all employees shall wear reflective, bright orange or lime garment while conducting mowing operations in or adjacent to roadways. Garment shall be an orange or lime ANSI/ISEA (International Safety Equipment Association) Class 3 Garment (AVY725SC2) with a minimum of 201 square inches of reflectorized or high-visibility material.
  - (12) The contractor shall follow all procedures as outlined in the most up-to-date Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) at <http://mutcd.fhwa.dot.gov/>. All road closures, lane reductions and/or traffic detours involving roads and sidewalks on or leading to Park property shall be scheduled in advance and approved in writing by the COR.

## **5.0 Delivery**

- a. Within two working days of receiving an Award, the contractor shall establish contact with the designated park representative indicated on the Award so that mutually agreeable time frames for scheduling and performing the prescribed work can be established. Note: It is the responsibility of the Contractor to determine when work is to begin and notify the COR of the date and locations. If the contractor has not initiated work and the COR determines that work is required per the specifications herein, the COR shall contact the Contractor and work shall begin within two working days.
- b. The Contractor, in consultation with the COR, shall be responsible for staking and layout of all reference points, elevations, planting locations and grades necessary to perform work in accordance with specifications herein.
- c. Vehicular traffic not directly associated with the work shall not be permitted into the work areas.
- d. Work shall be scheduled and arranged so as not to interfere with the normal activities of the park. 48 hours advanced notice will be given to the Contractor if a conflict is expected (i.e. road or general access closures).
- e. Once the time frames for performing the work are established, the Contractor shall notify the designated park representative 48 hours prior to beginning any work on an Award. Work shall be performed between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, Federal holidays excluded, unless directed and/or authorized otherwise in writing by the COR.
- f. Once work begins the Contractor is expected to be on the job site each day in which weather conditions are favorable as determined by the COR.
- g. Work shall only be performed under favorable weather and soil conditions as determined by the COR.
- h. All work within a designated area shall be completed, inspected, and accepted by the COR and/or Designated Park Representative in accordance with the procedures stated herein before beginning work in another area.
- i. The time stated for completion shall include final cleanup of the premises.
- j. The COR will be responsible for acting on behalf of the Contracting Officer (CO) on all matters of work within the scope of the Award. Approval of work beyond the scope of the Award is reserved for the CO. The Contractor is responsible for notifying the COR in writing of any potential work they consider beyond the scope of the Award. Notification shall include a quote for performing the prescribed work that includes a breakdown with unit prices for labor, materials, equipment required and time frame(s) for completion. The COR will evaluate the quote and if valid will seek approval from the CO.

- k. If, at any time, the COR determines that the work is unsatisfactory or being conducted in an unsafe manner, the Contractor will be notified and shall immediately cease all work activities.
1. RESPONSIBILITY REGARDING EXISTING PLANT MATERIAL AND OTHER LANDSCAPE FEATURES
    - a. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the work areas. The Contractor shall be responsible for all unauthorized cutting or damage to trees and shrubs, including damage resulting from careless operation of equipment, stockpiling of materials or tracking of grass and other surfaced areas by equipment. Such damaged areas or materials shall be restored, repaired or replaced by the Contractor, as directed by the COR, at no expense to the National Park Service (NPS) prior to initial acceptance. Irreparable damage to trees will be subject to liquidated damages at the current value for a cross sectional square inch of dbh (Diameter at 4.5' height) in accordance with the guidelines provided by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture.
    - b. Cultural resources in the park comprise of wide array of resource type, condition, and placement. All identified resources contribute to the National Register significance of the park. The most obvious are the historical farmsteads and structures. Less obvious are ground features, witness trees, small natural landmarks along with pre-contact Native American sites and archeological sites. All such resources, whether visible or hidden, need to be considered, and protected.
  2. PATCHING OF PUBLIC SIDEWALKS, CURBS, GUTTERS, AND STREETS:
    - a. Contractor shall patch, repair or replace portions of sidewalks, curbs, gutters, streets, manholes, and other park features that are damaged in connection with work under this Award or as a result of operations thereunder. Materials and methods shall conform to the current standards for the area damaged, match existing on-site materials, shall meet the approval of all cognizant officials and the COR. All damaged areas shall make smooth, satisfactory, and imperceptible transitions to existing adjacent work, and shall be performed without additional expense to the NPS.
  3. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:
    - a. The Contractor will be held liable for any damages to utilities and will be responsible for the protection of existing utilities and related structures. The Contractor shall locate utilities in the field prior to engaging work that could damage utilities by contacting Dig Safely New York. Work involving excavations such as aerating and rototilling shall not commence until the COR has confirmed the inspection and clearance by Dig Safe and a third-party utility marking company. In addition to Dig Safe, a third-part utility marking company must mark the area as well because New York records may be incomplete on federal land.
  4. AIR AND WATER POLLUTION CONTROL

- a. The Contractor shall take all necessary measures to prevent runoff, soil erosion, air, and water pollution by any material and/or equipment used during construction. The Contractor shall keep the site clean and free of trash and debris.
5. PRE-EXISTING DAMAGE
  - a. In instances where the contractor finds pre-existing conditions or damage to park resources which may reflect upon the quality of his work or cause him undue liability, the contractor shall not start work until the contractor and COR have agreed on the responsibility for these pre-existing conditions.
6. PERSONAL PROPERTY DAMAGE
  - a. The contractor shall assume the responsibility for accidents or damage caused to property as a result of performing the required services. An example of damage may include damaged/broken building or vehicle windows from projectiles thrown from equipment.
7. CLEANUP AND RESTORATION
  - a. The Contractor will be required to furnish all labor, materials, and equipment for daily cleanup and restoration of all disturbed areas or features which have been damaged during the course of work. If so directed by the COR, the Contractor shall be prepared to sweep and wash paved surfaces daily or as needed.
8. APPROVALS: All approvals shall be in writing.

## **6.0 Place of Performance**

Johnstown Flood National Memorial, 733 Lake Road  
South Fork, PA 15956

## **7.0 Period of Performance**

The period of will start on the day of delivery order award and continue through November 30, 2023. Base Bid should be completed by April 30, 2023, this will allow for the contractor to take advantage of optimal weather conditions (dry or frozen). Bid Option 1 tasks will take place in 2023 between 05-01-2023 and 11-30-2023 ( exact dates for option 1 task to be performed will be agreed upon by the park COR and contractor after award). No work will can be conducted on May 31,2023.

## **8.0 Payment Schedule**

Base Bid:

Tree and Brush Clearing/stump grinding	Ground Restoration/ Grass Planting	Completion of Punchlist Final Acceptance
60%	20%	20%

Bid Option 1

Per Mowing (8)	Completion of Punchlist Final Acceptance
10% (80% total)	20%