Cagles Mill Lake
11979 S. County Rd. 375 W., Poland, IN 47868
Water Line Replacement

1. GENERAL:

1.1 Scope of Work: The contractor shall provide all materials, equipment, and labor to replace approximately 810 lineal feet of 2" HDPE water line and tie into existing underground gate valves at point 1 and point 3(see Exhibit B). Contractor to install new underground gate valve and valve box at point 2(see Exhibit B). Contractor will tie into existing water line at Tie In Point 1(see Exhibit B). Contractor to limit ground disturbance, to include traversing of excavation equipment, to 20 feet either side of the existing water line. Directional Boring/Drilling would be an acceptable means of installing the new 2" HDPE. If an inorganic drilling compound, such as bentonite, is used the contractor shall excavate and remove all material at the entrance and exit points of the directional boring/drilling locations. All work must be completed in accordance with Indiana State Plumbing Laws, Regulations, and Codes. Contractor to conduct a water quality test once work is complete, water quality test results to show whether water is within or out of tolerance of the EPA Safe Drinking Water Act criteria. Any unused debris from construction operations shall be removed from the site and disposed of properly at a licensed facility capable of receiving this material in accordance with Federal, State, and Local Regulations.

1.1.1 The contractor shall be responsible for locating and marking all utilities prior to any excavation, the contractor should utilize a utility locate prior to excavation in accordance with Indiana State Law.

1.1.2 If at any time the existing utility line is damaged, the contractor will stop work immediately and notify the Technical POC. The contractor is responsible for repairing any damaged utility lines at no additional cost to the government.

1.1.3 The contractor shall install the new water line 4 inches below the depth of the local frost line.

1.1.4 The contractor will bed the new water line ditch with a minimum of 4 inches of sand. The sand will be graded accurately to provide uniform bearing and support for the bottom quadrant of each section of the pipe.

1.1.5 The contractor will install all water lines per manufacturers recommendations. Approved metallic tape shall be installed 12" above the water line for use in locating the water line as well as an approved direct burial tracer wire valve to valve.

1.1.6 The contractor will cover the newly installed water line with 4 inches of sand. Backfill shall not contain any rocks larger than 3 inches in diameter.

1.1.7 Upon competition of the new water line installation, the contractor shall perform a pressure test on the entire system to ensure no leakage. Contractor will repair any leaks that occur after the pressure test.

1.1.8 All disturbed areas shall be restored to original conditions and leveled to promote proper drainage, blended into the existing surrounding grades.

1.1.9 The contractor shall be responsible for the storage and safekeeping of all material and equipment to be incorporated into the work. A fenced area will be available at Cagles Mill Lake if needed. Entry will be coordinated with USACE personnel. Materials or equipment left onsite are the sole responsibility of the contractor. The contractor shall be responsible for any damages that they cause on government property.

1.1.10 The contractor will warranty all products and installation for 18 months.

1.2 Start/Completion Dates: The Contractor shall begin work within 10 days of the Notice to Proceed. All the completed and packaged parts or assemblies shall be delivered to Cagles Mill Lake 120 days after Notice of Award.

1.3 Corps of Engineers Inspection: Corps of Engineers personnel shall be allowed to inspect the progress of any portion of this project at the Contractor's work site.

1.4 Technical Representatives: All questions regarding this contract shall be directed to Cameron Riggs (765) 795-4439; email: cameron.j.riggs@usace.army.mil.

1.5 Safety: The Contractor shall complete all work in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and all applicable Federal, State and local laws, codes and regulations. All contractor personnel are required to wear a hard hat, steel toe safety shoes, long pants, hi-vis vest and a shirt will on the job site. A pre-work meeting will be held to discuss safety procedures, and a plan of work. The contractor shall supply the TPOC with an Accident Prevention Plan (APP), Control of Hazardous Energy Plan (LO/TO) and an Activity Hazard Analysis (AHA) prior to the site work IAW EM 385-1-1.

2. SPECIAL REQUIRMENTS:

2.1 Site Visit: A pre-bid site visit is HIGHLY ENCOURAGED for the contractor to review the complexities of the worksite, verify existing conditions, and collect exact measurements. A single site visit will be held on XXXXX at 1000 EST. If the initial site visit is missed the contractor may request, with no guarantee, a site visit with the TPOC Cameron Rigs (765) 795-4439. The site visit will not be a Q&A session, as all questions will need to be directed to the contracting specialist assigned to the solicitation.

2.2 Pre-Work Conference: The contractor will be required to attend a pre-work conference prior to beginning work during which the contractors plan of work, safety procedures, start date and other items in this contract will be discussed. Parking of vehicles and a designated laydown area is to be coordinated with the TPOC during pre-construction conference. Existing break areas, offices, latrines, and showers are not available for contractor use. It is recommended that the contractor supply portable restrooms. All deliveries will be coordinated with the TPOC at least 48 hours in advance. Contractor expected to keep work area clean and orderly. All waste materials shall be removed, and under no circumstance can they be dumped anywhere at the project.

2.3 Damages: The contractor shall be responsible for all damages to government or private property resulting from negligent operations during this contract. The contractor shall have appropriate insurance to cover liability and damages.

2.4 Hours of work: Construction work may be conducted between the hours of 7:00am to 5:00pm Monday through Friday. Work inside Government buildings or other secured areas will be performed during the above referenced work hours. Work that interferes with other ongoing functions at the project will be scheduled around normal working hours as specified by the TPOC. No work shall be performed on Saturday or Sunday or on federally observed holidays unless approved by the TPOC. When one of the below designated holidays falls on a Sunday, the following Monday is observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday. Work will be scheduled around the above listed Federal holidays except as specified herein or as approved by the TPOC.

The Eleven Federal Holidays observed are:
New Year's Day (January 1st)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)

Independence Day (July 4th)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

2.5. Inclement Weather Work: The contractor will maintain the schedule of services regardless of inclement weather. Exceptions may be approved by the TPOC when severe conditions make it impractical or dangerous to perform the work.

2.6. Contract Employees: All contract employees shall always conduct themselves in a proper and courteous manner. Contract employees shall comply with all provisions of Title 36, Chapter III, CFR and obey all posted signs and regulations in the performance of the work under this contract. Being under the influence of or consuming alcoholic beverages or controlled substances by the contractor or employees while on duty is prohibited.

2.7. Wage Rates: Department of Labor wage rates apply to this work and are included. This contractor is required to provide payroll documents for all work performed under this contract.

2.8. Contractor Submittals: Unless otherwise specified, the contractor will submit the following information to the TPOC prior to the pre-work conference for this contract.

Contractor Representatives – list of names of contractor representatives.
Accident Prevention Plan (APP) – A suggested outline for the contractors APP, Appendix A of EM 385-1-1 See section C-1.9 for APP requirements.
Emergency Contacts – A prioritized list, including phone numbers, of those persons (normally Contractor Representatives) to call in case of emergencies.
Operators – A list of names of qualified equipment / vehicle operators, including experience, training, and qualification to operate specific equipment.
Material Submittals - Materials must be approved by TPOC before purchasing.
Certificate of Insurance
Performance Bond (when applicable)

2.9. Permits and Licenses: The Contractor will obtain, at own expense, any required licenses, permits or certifications necessary to perform the specified services. Required licenses, permits and certifications will be kept current during the period the work is performed. The Contractor is also responsible for any and all costs associated with the training of Contractor personnel to acquire and maintain valid licenses, permits or certifications necessary to perform the contract services specified herein. The Contractor, Contractor personnel and any persons acting on behalf of the Contractor will comply with all applicable Federal, State, and Local Laws and regulations, including any subsequent changes to these laws and regulations. Minimum Personnel and Training Requirements. The Contractor will provide an adequate number of fully trained and qualified personnel to perform the work specified herein. Contractor personnel will be properly trained to perform their assigned work in a safe and effective manner. Training will include but is not limited to instruction on the proper and safe use and operation of Contractor equipment and any Contractor provided tools, supplies and materials required to perform the specified services. Only properly trained and qualified employees will be used in the performance of services specified herein. The Contractor will also assume responsibility for training or Orienting Contractor personnel to perform the services specified in the contract. In the event the Contracting Officer or his/her Authorized Representative determines that the Contractor does not have a qualified employee performing the specified work, the Contractor will be required to provide qualified personnel, or subcontract the work to a person or persons who are trained and qualified to perform the work. The Contractor acknowledges that the employment of undocumented migrant workers to perform services under this contract will not be permitted.

3. SAFETY REQUIREMENTS:

3.1 General: Performance of all services will assure complete safety to public visitors, Contractor employees, and all other persons in the area. The Contractor will comply with any pertinent requirements contained in the Corps of Engineers Safety Manual (EM 385-1-1), current at the time of award and any subsequent revisions to that document. Furthermore, the Contractor will comply with pertinent occupational safety and health standards for general industry (29 CFR Part 1910) as required by the Occupational Safety and Health Administration (OSHA). If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the TPOC or any other project employee may stop all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such work stoppage will be made subject to any claims for extension of time or for excess costs or damages sustained by the Contractor. Also, the Contractor will not be paid for work not performed as a result of the stop order.

3.2 The Contractor will comply with the Occupational Safety and Health Act (OSHA), the Corps of Engineers Manual, EM 385-1-1, or latest version and as otherwise stated herein. Special attention will be given to the requirements for safety meetings. The Contractor will inform the TPOC a minimum of 7 calendar days prior to a Contractor monthly safety meeting, to permit a government representative to attend.

3.3 Accident Prevention Plan (APP): The Contractor will prepare an Accident Prevention Plan to assure that requirements of the safety program are provided as specified. This plan must be accepted by the Contracting Officer prior to commencement of any work. One copy of the Accident Prevention Plan will be provided to the Contracting Officer and the TPOC one week prior to the pre-work conference. The Accident Prevention Plan must be in the outline and form prescribed in Appendix A of EM 385-1-1.

3.4 Activity Hazards Analysis (AHA): The Contractor will use Activity Hazard Analyses (AHA's) as one of many tools to insure safe performance of work. It is the Contractor's responsibility to prepare the AHA. Sample AHA's may be available at the project office for review and use by the Contractor to assist in the development of site-specific Activity Hazard Analyses prior to the Contractor performing the job. The Contractor is encouraged to revise or add to these sample AHA's as necessary to address changing conditions. Prior to performing jobs with inherent hazards, the Contractor will review, at a "Tool Box" safety meeting, the approved AHA's with those employees who will perform that work each time the work is ordered. The Government may request advanced notification of the time and date of the above AHA "Tool Box" safety meeting for Contractor employees so that the Government may attend such reviews. A copy of this AHA will be submitted to the TPOC and must be accepted before the Contractor starts the job. This copy of the AHA will become the property of the Government. Guidance is included, which will be used by the Contractor as a guide for the preparation of required AHA's. A copy of the approved AHA's will be available at all times to workers at each associated job site and a copy will be provided to the Government.

3.5 Public Safety: The Contractor will ensure that reasonable precautions are taken to protect the public at all times where work is being performed. The Contractor will immediately report to the TPOC any potential hazards found by his employees on the project. The Accident Prevention Plan will include procedures to be taken to provide for public safety. Additionally, the Contractor will not allow any persons, except employees, into work areas that are not otherwise open to the public; nor will the Contractor transport in Contractor work vehicles any persons, except employees, during times the Contractor is on the project performing work under a contract.

3.6 Personal Protective Apparel and Equipment: Protective apparel and equipment, as identified in the AHA, will be provided to eliminate or minimize hazards to personnel. As a minimum, each employee will wear a short-sleeved shirt with no vulgar or obscene language or graphics, long trousers, and appropriate footwear during all contract work. Face shields, spectacles with side-

shields, or goggles, and hearing protection will be worn by employees when required by safety manual. Fire extinguisher(s) and first aid kit(s) meeting the Safety Manual standards will also be provided and easily accessible to all employees.

3.7 Contractor Employees Certified in First Aid & CPR: The Contractor will schedule employees, so the appropriate numbers of certified personnel are on duty to administer First Aid and CPR as required by the Safety Manual. Copies of their certification will be provided in accordance with regulations. Two people per crew will be trained in First Aid and CPR. Individuals working alone will be trained in First Aid.

3.8 Hazard Communication Program: The Contractor will be responsible for implementing a hazard communication program for Contractor employees, as required by the Safety Manual. The Contractor will provide Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) for review by the TPOC prior to use of any hazardous substance on the project and provide a plan for the proper handling, transportation, storage, and usage of hazardous substances on the project.

3.9 Environmental Program: The Contractor will comply with Federal, State, and local laws, regulations, and standards regarding environmental protection. All environmental protection matters will be coordinated with the TPOC. Any of the facilities operated by the Contractor may be inspected by the TPOC, or other Federal, State and local officials without advance notice. Access for inspection will be granted upon request. Citations against Government facilities operated by the Contractor for non-compliance with environmental standards are a matter for resolution between the Government and the issuing office. The Contractor will conduct all operations and maintenance activities in a manner to prevent contamination of Government land and property. The Contractor will ensure all lubricants, petroleum products, paints, cleaning materials, or any other hazardous substances are not spilled, leaked or disposed of on Government property and are disposed of in accordance with environmental regulations. If spills or contamination occur, the Contractor will be responsible for cleanup and any associated costs in accordance with Federal, State and Local Law. Such spills will be reported to the TPOC immediately.

4. SECURITY REQUIREMENTS & GUIDANCE

1. General security requirements and guidance**:** The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and

procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

2. Physical security and access control requirements**:** All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

3. Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

4. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

4.4 SUPPLEMENTAL SECURITY REQUIREMENTS

All Contractors and subcontractor employee(s) working on this contract who require access to any Louisville District Lake Projects and Lock and Dam Projects shall receive authorization to be on site at these facilities based upon a favorable background investigation in accordance with "Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors" (HSPD 12). The Louisville District Security Management Office shall submit contractor(s) personal information to complete the basic background investigation in order to make a recommendation to the Contracting Office of an employee's suitability for work on Government property. The Procuring Contracting Officer (PCO) has the right to deny any contractor or subcontractor employee from working on the contract based upon the results of the background investigation provided by the Louisville District Security Office. The Government, Contractor, and subcontractors shall not permit any employee(s) access to drawings, blueprints, records, photos, sites, or projects until the Louisville District Security Management Office has completed an Operations Security (OPSEC) review of such items and determined they can be released.

FOR ALL LOUISVILLE DISTRICT CONTRACTS:

Contractors shall submit a complete investigation packet for each contractor and subcontractor employee to the Louisville District Security Management office within 10 working days after award of any contract, or prior to the individual being permitted access to Louisville District facilities.

The Contractor must also provide the following: (1) Name of the Contract Specialist with whom he/she is working, (2) Project Name, (3) Contract Number (4) Task Order Number when applicable, and (5) US Citizens Security Access Form each employee working on site must have a background investigation form submitted directly to the Louisville District Security Office.

The Contractor must provide a full legal name, complete SSN#, Date of Birth, Place of Birth (City and State) and Driver's license number if available. It is the Contractor's responsibility to ensure the above information is accurate and legible, otherwise delays may occur.

Contractors shall have background checks completed for their employees annually in the case of Contracts with an initial period of performance (POP) greater than 1 year and those Contracts with Options or Modifications Which Extend the POP beyond 1 year. For instance, if the employee was cleared in May of 2022, they shall be cleared again in May of 2023. It is the Contractor's responsibility to ensure that each employee's security is up to date. Failure to comply may lead to possible removal from the project/jobsite.

The Contractor must ensure if new employees are brought in to work on an existing Contract with the U.S. Army Corps of Engineers (USACE), they must process the employee through the Louisville District USACE Security Office for background purposes.

FOR CONTRACTORS REQUIRING DOD COMMON ACCESS CARDS (CAC)

The documents listed below are required:
SF 85, Questionnaire for Non-Sensitive Positions (see http://www.opm.gov/forms/ to print form). Fingerprints are captured electronically at the closest Army Recruiting Station to the contractor's home of record or at the USACE, Louisville District Security Office.

Contractor shall report any changes in personnel, or at any time conditions change at least 5 working days prior to individual(s) need to have access to the site. The Contractor shall provide the same information as listed above for all new employees.

Following submission of paperwork, the Louisville District Security Office will conduct an initial criminal check based upon the information provided. If there are no issues, the Louisville District Security Office will make recommendations to the PCO or their Designated Representative. The Louisville District Security Office cannot give approval due to unfavorable report(s). The Louisville District Security Office shall coordinate with Office of Counsel and will jointly make recommendations to the PCO and/or the Designated Representative should a background investigation come back with derogatory information. The PCO will make the determination whether to allow the Contractor personnel to work on the site based on Security and Office of Counsel recommendations, and the PCO will advise the Contractor of the decision.

FOREIGN NATIONALS

The Contractor shall provide the package listed above, as well as additional materials noted below for all Foreign Nationals. The Contractor is to expect additional time in the approval process for all Foreign Nationals due to the level of review and elevation of the review to

Headquarters staff to complete. All Foreign Nationals must comply with the following paragraph:

In accordance with Engineering Regulation 380-1-18, "Technology Transfer, Disclosure of Information and Contacts with Foreign Representatives" dated 1 August 1996, Section 4, all foreign nationals who work on Corps of Engineers' contracts shall be approved by the Headquarters US Army Corps of Engineers (HQ USACE) Foreign Disclosure Officer before beginning work on this contract; this regulation includes subcontractor employees. The Contractor shall submit to the Security Management Office, the names of all foreign nationals proposed for performance under this contract,

along with documentation to verify legal admittance into the United States. Such documentation shall include at least one of the following: a U.S. passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N- 550 or N-570), Alien Registration Card with photograph (INS Form I-151 or I-551), Employment Authorization Card (INS Form I-688A), etc.

In order to assure forms are properly completed, and to minimize time delays, the Contractor is encouraged to work closely with the Louisville District Security Office. The Government will return for correction incomplete forms, illegible forms, etc. which will delay the contractor / subcontractor from beginning work.

Security requirements are subject to change in accordance with HSPD-12, Office of Personnel Management, regulation, or policy changes, etc. The Government shall add any changes to security requirements by modification to the contract.

The Contractor shall contact the Louisville District Security Office by phone, letter, or email at the following numbers/addresses:

CELRL-SC
220 West Main St
Louisville, KY 40202

Primary Email: DLL-CELRL-Security-SM@usace.army.mil

Alternate (if no response in 72 hours):
James R. Milner, phone (502) 315-6916; James.R.Milner@usace.army.mil

5. REPORTING

5.1. Accident Reporting: The Contractor is responsible for reporting all accidents to the Project Manager immediately. Prompt action will be taken to ensure immediate and appropriate medical treatment. The Contractor will maintain an accurate record of any accidents in the manner and on the forms prescribed by the Project Manager. For property damage accidents of $2,000 or more, the Contractor will complete and submit to the Project Manager a copy of ENG Form 3394. The Contractor will maintain an OSHA 300 Log of On – The – Job injuries and first aid treatments. The Contractor will also provide a monthly record of all exposure and accident experience incidental to the performance of services under the contract. This reporting requirement includes exposure and accident experience of both the Prime Contractor and any subcontractor(s). A Monthly Record of Work-Related Injuries/Illnesses & Exposure form will be available from the Project Manager. The Monthly Record of Work-Related Injuries/Illnesses & Exposure report will be provided to the Project Manager by the 5th working day of the month for the previous month.

5.2. Damage Reports: All instances where Government materials, supplies, property, and/or equipment are damaged will be reported immediately to the Project Manager. When the damage was caused by contract employees, a written report of the incident and extent of such damage will be submitted to the Project Manager, within 2 work days (less weekends and holidays) of occurrence. For property damage accidents of $2,000 or more the Contractor will complete and submit to the Project Manager a copy of ENG 3394.

5.3. Contractors Employees' Conduct and Competency: All contract employees will conduct themselves in a proper and courteous manner at all times. Since the majority of work is performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. Contract employees will comply with all provisions of Title 36, Chapter III, Part 327, CFR and obey all posted signs and regulations in the performance of the work under this contract. Being under the influence of or consuming alcoholic beverages or controlled substances by the Contractor or employees while on duty is prohibited.

5.4 Employee Dismissal. The Contractor expressly agrees to dismiss any employee or subcontractor employee whose continued employment is deemed by the Project Manager to be inconsistent with the best interests of the public or the U.S. Army Corps of Engineers. The KO or the Project Manager may require the Contractor to immediately remove from the work site any employee or subcontractor who is incompetent, endangers persons or property, or whose physical or mental condition would impair their ability to satisfactorily perform the work. Notification to the Contractor will be promptly made in writing if time and circumstances permit. Otherwise, notification will be verbal and confirmed in writing as soon as possible. No removal will reduce the Contractor's obligation to perform all work required under this contract nor be the basis for time extension. Immediate replacement of the employee will be made.

5.5 Damage or Loss of Contractors Supplies and Property: The Contractor is responsible for taking the action necessary to protect Contractor supplies, materials and equipment, and the personal property of Contractor employees from loss, damage or theft. The Government assumes no responsibility for theft, damage, etc., of the above. The Government is not responsible for providing storage areas or facilities for the storage of Contractor supplies, materials and equipment. With prior approval, the Project Manager may provide a location for the temporary storage of large equipment to prevent the transportation of such equipment to/from the work site while a particular service is being performed. However, the Government assumes no liability for the loss or destruction of Contractor equipment while it is stored on Government property.

6. APPLICABLE PUBLICATIONS

Performance of all services will assure complete safety to public visitors, Government employees, contractor employees, and all other persons in the area. The contractor will comply with any pertinent requirements contained in the Corps of Engineers Safety Manual (EM 385-1-1), https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf current at the time of award. The Contractor will perform technical work in accordance with applicable publications. They include but are not limited to:

MANUFACTURER'S RECOMMENDATIONS:
- Operating Manuals
- Repair Manuals
- Maintenance Manuals

INDUSTRIAL STANDARDS AND CODES (Latest Editions):
- Kentucky Standard Specifications 2019
- Underwriter's Laboratories, Inc.
- National Electrical Code

- National Warm Air & Air Conditioning Association
- National Association of Fan Manufacturers
- National Fire Protection Association
- American Society of Heating, Air Conditioning & Refrigeration Institute
- Sheet Metal Manufacturers
- Air Moving and Conditioning Association
- American Welding Society
- American National Standards Institute
- American Concrete Institute
- Portland Concrete Association
- Asphalt Institute
- American Institute of Steel Construction
- National Association of Architectural Metal
- Manufacturers Architectural Aluminum Manufacturers Association
- The Aluminum Association
- American Society for Testing and Materials
- Flat Glass Marketing Association
- American Association of Nurserymen, Inc.
- OSHA Safety Standards
- Uniform Plumbing Code
- International Plumbing Code

DEFINITIONS:
As used throughout this description/specification, the following terms will have the meaning set forth below:

Completion Date. All work must be completed by the completion date.

Contractor. The term Contractor refers to the prime Contractor, subcontractors, and all Contractor employee and personnel. The prime contractor will be responsible for ensuring all subcontractors comply with the provisions of this contract.

Contractor Quality Control Inspector (QCI). Person designated by the Contractor to perform the Contractor's Quality Control program. A QCI will be responsible for implementing the Contractor Accident Prevention Plan, and will have the authority to determine for the Contractor if work is ready for government inspection and make decisions for the Contractor on re-performance.

Contractor Representative (CR). Individual(s) selected to represent the interests of the Contractor with regards to all matters and activities involving this contract, and will be the onsite Contractor employee who is responsible for safety.

Contracting Officer (KO). A person with the authority to enter into, administer, and/or terminate contracts for the Government, and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer.

Technical Point of contact (TPOC). Person designated as the authorized representative of the Contracting Officer.

EM 385-1-1. Corps of Engineers Safety and Health Requirements Manual, located on the web at https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf or latest version. Click on Organization, then Safety and Occupational Health, then Publications.

Inspector. Individual designated by the TPOC to perform Quality Assurance.

Policing. The picking up of trash, debris, ashes, garbage, and miscellaneous waste, and disposing of the same in accordance with contract specifications.

Quality Assurance. A method used by the Government to provide a measure of control over the quality of services provided by the Contractor.

Quality Control. A method used by the Contractor to control the quality of services he/she provides for the Government.

Project Manager. A uniformed individual designated responsibility for overseeing the general operation, and administration of the project. i.e. Project Manager, Maintenance Leader.

Trash. A variety of unsalvageable waste material such as metal, glass, rags, tin cans, rubbish, plastic bottles, paper, wrappings, containers, cartons, and similar material.