



**SCOPE OF WORK
For
Construction Services
For the Ridge Trail
Observation Decks and Pavilion Rehabilitation Project
Bayou Sauvage National Wildlife Refuge
New Orleans, Louisiana
May 1, 2025**

I. BACKGROUND:

The Ridge Trail North and Southeast Observation Decks, and Pavilion located on Maxent Levee at Bayou Sauvage National Wildlife Refuge require rehabilitation after sustaining damage from Hurricane IDA in August 2021. This Scope of Work includes the removal and replacement of the existing two observation decks' piling, longitudinal beams, decking, handrails, and cross bracing per included stamped signed design drawings and specifications as well as remove and replace the existing pavilion decking at the entrance to the trail.

II. DESCRIPTION OF WORK:

- i. Ridge Trail North and Southeast Observation Decks:
 - 1. The existing North and Southeast Observation Decks' pillings, longitudinal beams, deck boards, handrails, and cross bracing shall be removed and replaced in a manner to minimize and/or eliminate damage to all other components and hardware.
 - 2. Install new components per provided Drawings and Specifications (Appendix A and B).
 - 3. Handrails shall meet ABA compliant, as specified in provided Drawings and Specifications (Appendix A and B).
- ii. Ridge Trail Pavilion:
 - 1. The pavilion is 25 ft. x 50 ft., and the approach is 6 ft. x 30 ft.
 - 2. The existing Pavilion's decking shall be removed and replaced in a manner to minimize and/or eliminate damage to all other pavilion building components and hardware.
 - 3. Install new pavilion decking per provided Drawings and Specifications (Appendix A and B) and Appendix C, to match trail boardwalk construction and specifications.

III. GENERAL NOTES:

- A. The Contractor shall coordinate with the Refuge on appropriate stockpile locations for demolished and/or excess materials.
- B. The Contractor is responsible for the security of materials. The Contractor shall provide secured areas deemed necessary for the protection of their materials.
- C. The Contractor shall coordinate with refuge staff for safety and operational requirements.
- D. PERIOD OF PERFORMANCE: 90 days after the notice to proceed (NTP).
- E. DEFINITIONS:
 - 1. Commissioning is the act of statically and dynamically testing the operation of equipment and building systems to ensure they operate as designed and can satisfactorily meet the needs of the building throughout the entire range of operating conditions.
 - 2. Construction is defined as, but not limited to, constructing (giving form by combining the parts), altering, repairing, adding to, subtracting from, improving, restoring, moving, wrecking or demolishing any building, highway, road, excavation or other structure, project, or improvement attached to real estate.
 - 3. Contracting Officer (CO) is defined as a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the United States of America. The term includes certain authorized representatives of the Contracting Officer such as the Construction Specialist (CS), Contracting Officer's Representative (COR), Construction Representative (CR) and Site Representative (SR) acting within the limits of their authority as delegated by the Contracting Officer.
 - 4. Day or Days shall mean calendar days unless otherwise specifically noted.
 - 5. "Service" or "FWS" means United States Department of Interior, Fish and Wildlife Service, Region 4 (Southeast Region).
 - 6. Government may also be referred to as the Owner, Contracting Officer, Contracting Officer's Representative, the Service, or Fish and Wildlife Service (FWS).
 - 7. Incident Rate (IR) is the number of recordable incidents resulting in days away from work for each 100 full-time employees per year, based on 2,000 hours worked per employee per year.
 - 8. Local Authority Having Jurisdiction: Duly adopted local code authority, agency, or serving utility governing or serving the location of the project.
 - 9. Management Plan: Contractor's project approach for planning, design, and construction and includes, at a minimum, but is not limited to the following:
 - Schedule
 - Project Staffing Plan
 - Safety Plan
 - Subcontracting Plan
 - Organization Chart with Roles and Responsibilities
 - QA/QC Plan
 - Commissioning Plan

10. DOI "Sustainable Building Assessment and Compliance Tool Construction Checklist for New Construction and Major Renovation Projects" and supporting documents. (This checklist will be furnished to the Contractor by the USFWS)
11. Notice to Proceed (NTP): There will be one NTP for this project issued by the Contracting Officer (CO) to initiate the construction phase. The NTP will identify any qualifications, limitations, or exceptions to the work.
12. Open Book Accounting is the right of the government to have free and open access to financial and accounting documents that the Contractor has associated with the project being completed.
13. Performance Specifications are specifications that state what the required results will be with measurable or observable criteria for verifying compliance.
14. Public Works is construction performed under a contract with a Federal, State, County, City, or other government entity.
15. Schedule is a chronological layout of the work to be performed prepared using commercially available scheduling software.
16. Subcontractor is any person or entity retained by the Contractor as an independent Contractor to perform a portion of the Work and shall include material, labor and suppliers.
17. Sub-Subcontractor is any person or entity retained by a Subcontractor as an independent Contractor to perform any portion of a Subcontractor's Work and shall include material, labor and suppliers.
18. Work is comprised of all permitting, construction and other services required by the Contract Documents, including procuring and furnishing all equipment (if needed), services and labor reasonably inferable from the Contract Documents.

IV. CONSTRUCTION SERVICES:

A. GENERAL

1. Following the Issuance of the Construction NTP, the Contractor shall provide the following items to the COR at the Preconstruction Meeting for approval and amendment into the contract file:
 - a. A project schedule reflective of the critical path and other phases of the work.
 - b. A schedule of the planned site visits. The prime Contractor shall periodically, and at appropriate times, visit the site to inspect the construction. They shall prepare a site visit report for each visit and shall submit the reports to the COR within 5 calendar days after the visit. The reports shall include comments about overall quality and accuracy of the construction. The reports shall also note all deficiencies observed.
2. The Contractor shall possess and maintain, for the duration of this project, a state license as a general Contractor in the State the project is located, if required by the state.
3. The Contractor shall provide supervision, labor, materials, equipment, tools, construction equipment and machinery, inspection, testing, start-up, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4. The Contractor shall have at least one qualified supervisor capable of reading, writing, and conversing fluently in the English language on the job site during working hours.
5. The Contractor shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. At all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.
6. The Contractor shall utilize Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Government may reasonably object to Contractor's selection of any Subcontractor.
7. The Contractor is responsible for quality control of its own work and work performed by its Subcontractors and their Sub-subcontractors. Provide and pay for the services of an independent construction materials testing laboratory accredited by an acceptable laboratory accreditation authority. Laboratory shall sample and test materials and perform required special inspections. Laboratory shall be authorized to perform work in the state where project is located. Government may reasonably object to the Contractor's selection of laboratory.
8. The Contractor shall assume responsibility for the proper performance of the Work of Subcontractors and all acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Government and any Subcontractor or Sub Subcontractor.
9. The Contractor shall coordinate the activities of all Subcontractors. If Government performs other work on the Project or at the Site with separate Contractors under Government's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate Contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
10. The Contractor shall minimize creation of construction, deconstruction, and demolition waste. Minimize factors that contribute to waste such as over-packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination. Develop a Waste Management Plan to ensure that existing site and building materials are reused, salvaged, or recycled. Unless modified by the CO, divert 50%, minimum, of total project waste from landfills. Dispose of all materials not salvaged, reused, or recycled legally, off-site, in licensed disposal facilities.
11. During normal working hours (Monday to Friday from 7:00 am. to 3:30 pm.) throughout the duration of the contract, the Contractor shall promptly furnish information and provide reasonable facilities and access for obtaining information respecting: the character of the materials, condition of the work-in-progress, number of workers employed, their pay rate, time worked, inspection reports and test results from sampling and testing laboratories, and similar information.
12. Government buildings and other facilities are not available for storage of Contractor's materials, equipment, and tools except for designated staging areas. Government owned equipment is not available for Contractor's use to accomplish any Work.
13. Housing for workers and campsites are not available on site.

14. The Contractor shall furnish all temporary facilities and utilities needed including heat, light, power, water, telephone, sanitary facilities, job offices, material handling equipment, temporary construction aids, and storage enclosures. The Contractor is responsible for all temporary connections and disconnections.
15. Permits. It is the responsibility of the Contractor to obtain all permits and pay all permitting fees required for this project. The Contractor is responsible for providing permitting drawings, engineering data and other technical information required by the permitting authority.

B. COMMUNICATION

1. The FWS Project Manager must be in the information loop for Quality Assurance purposes.
 - a. RFI Process: Unless a more stringent protocol is accepted in the Management Plan, the Contractor shall utilize the following protocol:
 - (i) Utilize a RFI Form: All supplemental information and answers to questions shall be documented on Request for Information (RFI) forms. The Contractor may use any format they choose for the Request for Information form but all shall be identified with the words "Request for Information" at the top of the form along with the Government Contract Number, Project Location (Tensas NWR) Project Title and the Contractor's Name.
 - (ii) Numbering: RFI's shall be sequentially numbered, logged and filed and shall be part of the Closeout Documents submitted to the Government.
 - (iii) FWS Concurrence: As RFI's are generated and answered, submit copies to the COR for review within 2 business days for concurrence via email .pdf format. A non-response from the COR within 4 days of receipt of the RFI will signify concurrence with the RFI answer. If the RFI is sent on a Friday, then Saturday and Sunday do not count as business days.
 - (iv) RFI Files Onsite: The Site Superintendent shall maintain a file of RFI changes. This RFI file shall be subject to inspection by the FWS without advance notice.
 - (v) Escalation process for unresolved RFIs: The contractor shall notify the contracting officer (CO) in writing if there is an RFI that impacts the cost, schedule, or performance of the project and it has not been adequately resolved within fourteen (14) days of the initial RFI.
 - b. Submittals: Unless a more stringent protocol is accepted in the Management Plan, the Contractor shall utilize the following protocol.
 - (i) Utilize a Submittal Register: Develop a submittal register and update this register as submittals and logged and processed.
 - (ii) Numbering: Submittals shall be sequentially numbered. A completed submittal register shall be submitted with the Project Closeout Documents.
 - (iii) FWS Concurrence: Provide the FWS Project Manager/COR with (1) copy of the approved submittal and provide the FWS Construction Representative (1) copy of the approved submittal within (2) business days of the approval date.

- (iv) Site Responsibility: The Contractor's Site Superintendent shall maintain a file of approved submittals for reference purposes. This Submittal file shall be subject to inspection by the FWS without advance notice.

C. PAYMENT PROCEDURES

1. Measurement: No measurement of the work will be made unless unit prices are included in the project.
2. Schedule of Values: Prepare a Schedule of Values in the format of the American Institute of Architects (AIA) form number G702/703 Application and Certificate for Payment (or approved equivalent format). Submit a detailed Schedule of Values no less than 7 calendar days prior to the start of on-site construction work.
 - a. Payment Request Data: In addition to data required by the Contracting Officer: (1) Format the Schedule of Values to match the Schedule of Items and show sufficient additional detail to allow accurate calculation of monthly progress payments; and (2) Submit updated construction schedule identifying actual work complete.

D. PROJECT SAFETY

1. The Contractor shall have the ultimate responsibility for safety on the project site at all times, from issuance of the Notice to Proceed until final completion and acceptance of the project by the Contracting Officer. Ensure that all onsite activities, equipment, and facilities constructed by the Contractor, Subcontractor, or supplier conform fully to the standards of the Department of Labor, Occupational Safety and Health Administration (OSHA) 29 CFR 1926 and 1910; and DOI and FWS policies. In addition, the Contractor shall adhere to all current Federal, State and local safety requirements. In the event where any safety standard referenced herein conflicts with another, the more stringent shall govern.
2. The Contractor shall initiate and maintain, throughout the performance of this contract, an effective safety and health program that provides adequate policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards. The program shall include provisions for the identification, evaluation, prevention and control of general work site hazards, specific job hazards, and potential hazards that may arise from foreseeable construction methods and conditions, as well as providing a competent person to conduct frequent and regular inspections. Each employee (Contractor and Subcontractors) must be instructed in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment.
3. The Contractor shall provide barricades and warning devices as necessary to safeguard the public, workers, and government personnel. Where project work affects public roads, provide signage in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the US Department of Transportation, Federal Highway Administration.
4. The Contractor shall provide Rollover Protection and Seat Belts.

E. Protections:

1. The Contractor shall comply with all applicable federal, state, and local environmental laws and regulations. This condition applies to, but is not limited to, laws and regulations governing noise levels, air and water quality standards, erosion control, surface runoff, and cultural resources.

2. The Contractor shall provide erosion control methods (such as watering dry soils) and appurtenances (such as silt fence) as necessary to prevent wind-borne dust and water-borne silt from leaving the immediate work area.
3. The Contractor shall immediately stop work if paleontological, archaeological or historical remains (including burials or skeletal material) are encountered, immediately stop the work and notify the Construction Representative, COR, or Contracting Officer. The Contracting Officer will notify the Regional Archaeologist so the provisions of 36 CFR 800.7 (Resource Discovered During Construction) and other relevant laws are followed. Work will cease in the immediate vicinity until permitted to resume by written order from the Contracting Officer. Work in other areas may proceed as approved by the Contracting Officer.
4. The Contractor shall protect adjacent vegetation, property, structures, and improvements from damage.
5. Heavy equipment operated on FWS roads and parking areas shall comply with highway-legal load limits unless explicitly approved otherwise. Prior to operations, the Contractor and contracting officer will document condition of roads and parking. The Contractor is responsible for repairs of damage to roads and parking caused by their own actions.
6. Clearing limits and working limits are as shown on the drawings and approved in the field. Do not remove any trees without prior COR field review and approval. If no clearing limits are indicated, contact the COR for clarification. Coordinate with the local FWS staff to select a construction staging area. Construction equipment and operations shall be contained within the work limits and staging areas.

F. Closeout Procedures

1. Final Inspection: The Contractor shall submit a request in writing to the CO requesting the Final Inspection. Notify the COR at least 10 calendar days prior to the anticipated date of completion of all work. The COR will proceed with Final Inspection as promptly as practicable. The time required for such Final Inspection and for making any corrections as a result thereof shall be included in the contract performance time. The Contractor representative responsible for the work shall be present at the Final Inspection and shall submit a preliminary list of unfinished work prior to Final Inspection.

V. **CONFERENCES:**

An Initial Conference shall be held after the Notice to Proceed as directed by the Contracting Officer.

Weekly progress meetings shall be held during the construction phase.

VI. PROJECT CONTACTS:

Questions regarding the Site shall be directed to:
Bayou Sauvage National Wildlife Refuge
U.S. Fish & Wildlife Service
17160 Chef Menteur Highway
New Orleans, LA 70129-2667
Contact: Pon Dixon, Project Leader
Phone: (985) 285-3613 Work: (985) 882-2014
Email: pon_dixon@fws.gov

Questions regarding the scope of work and technical matters shall be directed to:
Yendeliz Martinez-Ruiz, P.E.
USFWS S.E. Region
Rd. 301, Km. 5.1 Corozo Ward Boqueron
Cabo Rojo, PR 00623
Phone: (404) 476-9541

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