PERFORMANCE WORK STATEMENT
Willamette Valley Project
Dexter Service Building Defensible Space,
Lane County, Oregon

1.0 GENERAL STATEMENT:

This is a firm-fixed-price, commercial services contract to provide tree removal and herbicide services at the Dexter Service Building, Willamette Valley Project, U.S. Army Corps of Engineers (USACE). 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.

USACE manages both developed and non-developed areas near critical infrastructure and recreation areas in the Willamette Valley Project. It is their responsibility to ensure mitigation of hazardous conditions. To successfully mitigate the existing hazards, defensible space must be created by cutting trees in identified areas around the Dexter Service Building.

2.0 DEFINITIONS:

Throughout this contract terms are defined as follows:

Contracting Officer (CO): The Government employee who is authorized to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officers Representative (COR): The Government employee who has been authorized in writing as the contracting officer's representative; acting within the limits of their authority.

Contract Discrepancy Report (CDR): A written record of unsatisfactory performance by the contractor as observed by the COR.

Quality Assurance Surveillance Plan (QASP): A document that describes the disciplined process the government will use in evaluating the contractor's actual performance to determine conformity with the contract.

Willamette Valley Project (WVP), Dexter Service Building (DSB): The destination of where the contract is to take place.

3.0 GOVERNMENT WILL FURNISH:

Access to the work site, as the work is behind two vehicle security gates, and perimeter chain link. Government shall escort contractor as work will be conducted during normal operating hours of Monday through Friday, 0700 – 1600.

4.0 CONTRACTOR SHALL FURNISH:

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform required services under this contract and comply with all

local, state, and federal regulations during the performance of services. The Contractor shall furnish all "standard-to-the-industry" equipment, materials, and supplies necessary to perform the work.

4.1 All equipment shall meet the requirements of the USACE Safety Manual EM 385-1-1. A copy of the EM 385-1-1 can be downloaded at the following link: http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

The Contractor shall establish Activity Hazard Analysis and Accident Prevention plan in attachments 2 and 3. These plans shall be submitted to USACE Environmental and Compliance coordinator as well as COR.

- Attachment 2 APP Worksheet End Form 6293_Aug 2024
- Attachment 3 AHA Eng Form 6206_Sep 2024 (sample)
- Attachment 4 EM 385-1-1
- Attachment 5 Contract Discrepancy Form

5.0 Performance Standards and Guideline Requirements (Also see Section 6.0).

5.1 **Scope**: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to cut, fell, and clean debris.

5.2 **Maps**: Provided as PWS attachments for location. Attachment 1.

5.3 **Period of Performance:** Work needs to be completed 90 days after award. Weather dependent and IAW with Industrial Fire Precaution Levels (IFPLs) for Oregon Department of Forestry.

5.4 **Place of Performance:** The work is to be performed at the following location:
Dexter Service Building, 40386 West Boundary Road, Lowell, OR 97452. Site is located approximately .5 miles East of the Lowell High School.

5.5 **Specifications:** The Contractor shall provide all labor, supervision, equipment, tools, materials, and incidentals necessary to safely and effectively remove designated trees that pose a hazard to Dexter Service Building (DSB) roads, fences, and facilities. Work shall include tree removal, debris disposal, stump treatment, herbicide application, and implementation of fire resilience measures.

General Tree Removal: The Contractor shall remove all designated trees identified within striking distance of DSB infrastructure. Tree removal shall be conducted in a manner that prevents damage to existing roads, fences, utilities, and facilities. Trees shall be categorized and addressed as follows:

- **Small Trees:** 4"–11" Diameter at Breast Height (DBH)
- **Medium Trees:** 12"–24" DBH
- **Large Trees:** Greater than 24" DBH

Debris Removal and Disposal: The Contractor shall remove and dispose of all limbs, logs, brush, and associated debris generated from tree removal operations. All debris shall be hauled off-site and disposed of in accordance with federal, state, and local regulations.
Exception: Trees located in **Zone 2 (behind the building)** may be felled downhill. In this area:

- Limbs shall be removed from trunks
- Cut material may remain on-site as directed by the Government

Stump Treatment: All stumps shall be cut to a height of approximately **1–3 inches above finished grade**. Stump grinding is **not required** under this contract

Herbicide Application: The Contractor shall apply herbicide to all applicable deciduous tree stumps to prevent regrowth.

- Herbicide application shall occur only on stumps located at least 15-20 feet from any body of water
- Herbicide use shall comply with all applicable environmental regulations and label requirements

Fire Resilience and Vegetation Management: The Contractor shall implement fire resilience measures to reduce wildfire risk and improve site safety. Work shall include, but is not limited to:

- Removal of hazardous trees and overhanging limbs
- Thinning of dense vegetation
- Creation of defensible space around structures and infrastructure
- Elimination of ladder fuels to prevent vertical fire spread
- Increasing spacing between remaining trees to reduce crown fire potential All work shall promote overall forest health and reduce wildfire vulnerability

Equipment and Specialized Operations: The Contractor shall provide all necessary equipment to safely execute the work.

- A crane shall be utilized when required to safely remove trees in constrained or high-risk areas
- All equipment operations shall comply with applicable safety standards and site conditions

Coordination and Scheduling: The Contractor shall coordinate all work activities with the Government to minimize disruption to operations.

- Work impacting traffic, access routes, or facility operations shall be scheduled in advance and approved by the Contracting Officer's Representative (COR)
- The Contractor shall maintain safe access for personnel and vehicles at all times unless otherwise authorized

Deliverables:

- Daily work progress updates (as required)
- Notification of herbicide application areas
- Final site condition meeting all cleanup and treatment requirements

Acceptance Criteria:

- Work will be considered complete when:
- All designated trees are removed in accordance with this PWS
- Debris is properly disposed of or managed per requirements
- Stumps are cut to specified height and treated as required
- Fire resilience measures are implemented
- No damage has occurred to surrounding infrastructure

5.6 Inspection Requirements

Initial Inspection

- Conducted prior to work start
- Confirms tree identification, access routes, and protection measures
- **Progress Inspections**
- Conducted periodically during execution
- Ensures proper removal methods, safety compliance, and debris handling

Final Inspection

- Conducted upon completion of all work
- Confirms:
- All designated trees removed
- Stumps cut to specified height
- Herbicide applied where required
- Debris properly disposed or managed
- Fire resilience measures implemented
- No damage to infrastructure

5.7 **Exclusion Area:** As identified in Attachment 1 – Map, the area delineated as BPA in a yellow border is not part of this contract. Contractor shall not remove trees from this location. The Government has identified the perimeter with paint and yellow ribbon.

Table 1: Tasks

CLIN	Description	Quantity
0001	Mobilization and Demobilization	1
0002	Zone 1 –Remove approximately 20 small, 25 medium, 14 large trees (hillside and ridge areas)	0.5 acres
0003	Zone 2 –Remove approximately 25 medium trees up to 30' behind buildings and fence; limited on-site debris retention	0.21 acres
0004	Zone 3 –Remove approximately 8 small and 10 medium trees behind fence up to 30'	0.22 acres
0005	Zone 4 –Remove approximately 7 small, 9 medium, and 1 large tree behind parking lot and building	0.1 acres
0006	Zone 5 – Remove approximately 15 large trees above parking area, up to 30' past fence-line	0.07 acres
0007	Debris Removal and Disposal (Off-Site)	1
0008	Zone 2 Tree Felling (On-Site Retention)	1
0009	Herbicide Application (Stump Treatment)	1
0010	Fire Resilience / Vegetation Management	1
0011	Crane Operations (If Required)	1

6.0 Performance Requirement Summary (PRS).

6.1 To ensure that the Government receives the services for which it contracted, the Government will only pay for services received. The PRS determines if the contractor meets the performance standards of the contract, as well as provides guidelines for how and when surveillance will be performed. It ensures timeliness, effectiveness, and that the contractor is delivering the results specified in the contract. Government contract quality assurance will be performed per the PRS surveillance schedule.

Performance Requirements Summary. These are the criteria against which the performance will be evaluated. Work shall be considered not to have been performed when any one of the following conditions exists in accordance to the Quality Assurance Surveillance Plan.

PERFORMANCE REQUIREMENTS SUMMARY			
Performance Objective	**Performance Standard**	**Acceptable Quality Level (AQL)**	**Method of Surveillance**
Remove trees and associated woody debris IAW with PWS Section 5.5.	Remove tree and debris off-site.	Zero deviation from PWS	Daily
Apply stump treatment with PWS Section 5.5.	Stump cut to specific height	Zero deviation from PWS	Daily
Apply herbicide IAW with PWS Section 5.5	Adherence to federal, state, and local laws	Zero deviation from PWS	Daily

Pre-work DELIVERABLES – Safety and Security Requirements IAW with PWS 8.0 (all) and 9.3	Complete prior to conducting the work	Zero deviation from PWS	Prior to conducting the work

6.2 **Surveillance.** Inspections by the COR, in addition to complaints from project personnel and/or visitors areas under this contract, will serve as the surveillance method. If the COR discovers deficiencies and/or receives complaints, the COR will pass them on to the Contractor for correction.

6.3 **Quality Control.** The contractor, not the government is responsible for quality control actions necessary to meet the quality standards set forth by the contract. The contractor shall develop and submit a Quality Control Plan (QCP) for government approval after award in compliance with the performance work statement prior to work commencing. Once accepted, the QCP shall be used by the contractor to ensure that they deliver quality service. The QASP is a document that communicates to the contractor the surveillance methods that will be used to measure its performance against the standards in the contract and provides means by which the Government monitors and documents performance. Quality Assurance (QA) is the Government process that ensures the contractor delivers quality service. The surveillance methods identified in the QASP together with the contractor's QCP will help determine whether the contractor delivers the performance agreed to in the contract. The Government reserves the right under the Contract Terms and Conditions—Commercial Items (FAR 52.212-4) to inspect and test the services called for by the contract, to the extent practicable at all times and places during the term of the contract. Non-conforming services shall be rejected.

6.4 **Unacceptable Performance.** When performance is determined unacceptable, as defined in the Performance Requirements Summary, the COR will inform the contractor's on-site representative that performance is unacceptable and provide written documentation by use of the form DD 2772, Contract Discrepancy Report (CDR), reference Appendix B. By initialing and dating the form, the contractor is only acknowledging notification of unacceptable performance. Disputes in surveillance should be referred to the contracting officer.

The COR will notify the Contracting Officer of less than acceptable performance. If any of the services do not conform to contract requirements, the Government may require the Contractor to re-perform services. When the defect(s) in services cannot be corrected by re-performance, the Government may:

a. Require the Contractor to take necessary action to ensure future performance conforms to contract requirements.
b. Reduce the contract price to reflect the reduced value of the services performed.
c. If the Contractor fails to promptly re-perform the services, or to take the necessary action to ensure future performance in conformity with contract requirements, the government may:
    i. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the government that is directly related to the performance of such service or
    ii. Issue Cure Notice
    iii. Terminate the contract for government convenience
    iv. Terminate the contract for Cause.

6.5 **Correction of Non-Performance of Work.** The Contractor shall employ an adequate quantity of personnel to insure that any area found to be not in compliance and therefore not acceptable, shall be made acceptable by the performance or re-performance of the work, where such re-

performance is possible, during the first business day after noncompliance has been observed by or reported to and verified by the COR.

6.6 **Standard.** Recurring defects are not permitted for any of the above service items. If hazard limbs are missed, the contractor is required to correct the defect through re-performance, and no defect is recorded against the contractor's performance. However, if this same situation occurs again during the contract period, a defect will be recorded and reported to the Contracting Officer for appropriate action in accordance with FAR 52.212.4, Contract Terms and Conditions-Commercial Items (Oct 2018).

6.7 **Damages Caused by the Contractor.** The Contractor shall be held accountable and liable to the Government for any damages to government facilities, fixtures, furnishings, equipment, or grounds caused by the Contractors or their employees.

6.8 **Interference with Government Operations.** The Contractor and the Contractor's employees shall perform all work in such a way as to not interfere with regularly scheduled Government operational activities.

6.9 **Lost and Found.** It is the responsibility of the Contractor to instruct his employees that all articles of possible personal or monetary value found by the Contractor's employees must immediately be turned in to the COR.

6.10 **Other Contracts at the Contract Site.** The Government may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by Government employees.

7.0 COORDINATION REQUIREMENTS

Coordination of these activities is critical to the successful completion of contract. The Contractor shall make every effort to resolve critical issues in a timely manner before they become problems. Communication by telephone and email is strongly encouraged. The Contractor shall provide written records of all significant conversations and email them to the COR within two (2) business days of the call.

7.1 **Government POCs for This Contract.** Throughout the performance of this contract, the Contractor will be in contact with multiple Government POCs. The Contracting Officer is the only POC with the authority to direct the Contractor to perform services or change the terms of the contract. The COR is delegated specific authorities with respect to oversight and administration of the contract. Government POCs under this contract are as follows:

ASSIGNMENT	PERSONNEL	PHONE	EMAIL
Contracting Officer			
COR			
Contract Specialist			
Invoices	Quenton Chocktoot	541-954-7198	Andre.L.Jovanovic@usace.army.mil

8.0 SECURITY AND SAFETY REQUIREMENTS

8.1 **Security Requirements.**

8.1.1 **Access and General Protection/Security Policy and Procedures.** All Contractor and associated subcontractor employees shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by government representative). The Contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by the Department of Defense (DoD), HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in Contractor security matters or processes.

8.1.2 **Pre-screen Candidates using E-Verify Program.** The Contractor must pre-screen Candidates using the E- verify Program (http://www.uscis.gov/e-verify) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two (2) valid forms of Government-issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than three (3) business days after the initial contract award.

8.2 **Safety Requirements.**

8.2.1 **General.** The Contractor shall follow all safety regulations and standards as set by the Occupational Safety and Health Administration (OSHA), USACE Safety and Health Requirements Manual EM 385-1-1, and project safe clearance procedures (if applicable). A copy of the EM 385-1-1 can be downloaded at the following link:

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

Where conflicts in safety regulations occur, the Contracting Officer or COR shall designate the applicable regulation to be followed. Contractor employees shall wear personal protective equipment as required in accordance with EM 385-1-1.

8.2.2 **Accidents.** The Contractor or the Contractor's employees shall report any circumstances of needed repair of the facility or unusual soiling of any area which may affect the performance of the work and unhealthful or hazardous conditions or any delays or interference with the work caused by the employees or the Government. In the event that an accident or injury occurs to Contractor personnel, the Contractor shall first notify the WVP control room at (541) 937-3072, and then the COR.

8.2.3 **Accident Reports.** The Contractor shall make a written report of each separate case of an injury or accident. The report shall include, but not be limited to; location, nature of the injury or accident, authorities notified, and the action taken along with any other pertinent information. The report shall be accompanied by sketches, graphs/drawings, and photographs as needed and forwarded to the COR within 24 hours.

9.0 GENERAL REQUIREMENTS

9.1 **Contract Administration.** Contract will be administered by the following office:

Department of the Army, Corps of Engineers, Portland District
Attn: CECT-NWP-S

P. O. Box 2946
Portland, Oregon 97208-2946

9.2 **Invoicing.**
Invoices shall be submitted to the following:

Email one copy to:
CEFC-G2invoices@usace.army.mil

Email one copy to:
Andre Jovanovic
Andre.L.Jovanovic@usace.army.mil
541-954-7198

9.3 **Identification of Contractor's Employees.** The Contractor, before initiating the performance of work on this contract, shall provide the COR assigned with a list of all employees, including photo IDs, for who shall perform work under this contract. The list shall include the full name, aliases, and work assignment of each employee. The Contractor shall notify the COR in writing of any addition, deletion or change in work assignment within one (1) business day of such change.

All vehicles (if applicable) used by Contractor personnel on a USACE project shall bear suitable company identification to enable USACE personnel to identify such as authorized for access. The Contractor will provide the COR assigned to the task order with a list of vehicles and their license plates that will be used to perform work. Vehicles shall be in good working condition, not dripping oil, etc. Safety features on vehicles shall be working.

9.4 **Veterans Employment Emphasis for USACE.**
USACE contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE Contractors are encouraged to seek out highly-qualified veterans to perform services under this contract. The following resources are available to assist USACE Contractors in their outreach efforts:

- U.S. Department of Labor Veterans employment: www.vets.gov/
- Federal veteran employment information: www.fedshirevets.gov/index.aspx
- Veterans' Employment and Training Service (VETS): http://www.dol.gov/vets/
- Veterans Opportunity to Work (VOW) Program: http://benefits.va.gov/vow/
- U.S. Army Warrior Transition Command Employment Index: http://www.wct.army.mil/modules/employers/index.html
- Hiring Our Heroes initiative: www.uschamberfoundation.org/hiring-our-heroes
- Guide to Hiring Veterans: www.whitehouse.gov/sites/default/files/docs/white_house_business_council_-_guide_to_hiring_veterans_0.pdf

9.5 **Service Contract Act Wage Determination.** A Service Contract Act Wage Determination, applicable to the location of the performance of work, has been included in this contract.

Every employer performing work covered by the Walsh-Healey Public Contracts Act or the McNamara-O'Hara Service Contract Act (SCA) is required to post a notice of the compensation required (including, for service contracts, any applicable wage determination) in a prominent and accessible location at the worksite where it may be seen by all employees performing on the contract.

A copy of the poster is available in two versions at the following DOL website:

http://www.dol.gov/whd/regs/compliance/posters/sca.htm

9.6 **Government Holidays.** The Contractor is not required to perform services on the following recognized Federal holidays: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.