Defense Logistics Agency

DLA Installation Management -
Richmond (DM-FRE)

CONTECH JELLYFISH FILTER INSPECTION & MAINTENANCE ON THE DEFENSE SUPPLY CENTER RICHMOND STATEMENT OF WORK (SOW)

CONTECH JELLYFISH FILTER INSPECTION & MAINTENANCE

1. BACKGROUND

Defense Logistics Agency (DLA) located at Defense Supply Center Richmond (DSCR) serves as an inventory control point for DLA and is the lead center for aircraft weapons systems support to the U.S. military. DSCR is covered by a Virginia General Permit for Discharges of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4). The Contech Jellyfish® Filtration Unit was installed during the Lotts Center parking lot renovation in 2019. This system is a Manufactured Treatment Device (MTD) used for the pretreatment of stormwater collected during stormwater events. Proper maintenance will ensure that sediment and total phosphorous will not pollute state waterways to meet regulatory requirements.

2. SCOPE

This requirement outlines the inspection and service of the Contech Jellyfish® filtration unit at the Lotts Center parking lot, which contains nine (9) filter cartridges. This device is a listed stormwater management facility in DSCR's MS4 Stormwater Management Plan. This SOW satisfies DSCR's MS4 Permit Number VAR040001 Part I E 5 b that reads "The Permittee shall implement an inspection and maintenance program for those stormwater management facilities owned or operated by the permittee".

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items necessary to perform inspection and maintenance on the Jellyfish® Filter unit as defined in this SOW.

3. OBJECTIVES

The SOW will outline the expectations of a contractor to perform the following inspections and services on the Jellyfish® Filtration Unit that contains nine (9) filter cartridges:

- One (1) annual inspection of the MTD
- One (1) large-scale maintenance service during the initial contract year
- Subsequent annual small-scale maintenance service in the following four (4) years during the option year periods
- Additional inspections, small-scale and large-scale maintenance service on an emergent/unplanned basis

All inspections and maintenance shall be conducted within the specifications listed in the manufacturer's Owner's Manual as well as the regulations listed in Virginia's Stormwater Management Handbook per Section 4.2 of this SOW. The contractor will provision all necessary personnel, supplies, materials, supervision and any other items required for the tasks defined in this SOW. All replacement parts, including filter cartridges, must be genuine Original Equipment Manufacturer (OEM) products from Contech. No substitute or "or equal" parts will be accepted. This is to ensure system performance, certification, and warranty are maintained.

4. APPLICABLE PUBLICATIONS

4.1 Contech Jellyfish Filter Owner's Manual
4.2 Virginia Stormwater Management Handbook v1.2
4.3 29 CFR 1910.146, Permit Required Confined Spaces

5. SPECIFIC TASKS

5.1. TASK 1: INSPECTIONS

5.1.1. This task must be conducted in person at a minimum of once per year.

5.1.2. The COR will update the contractor with active and upcoming MTDs that require inspections.

5.1.3. Inspections must be conducted by an Environmental Technician/Inspector with experience inspecting MTDs and must hold the VADEQ certification for Inspector for Stormwater Management (SWM) pursuant to **9VAC25-875-390 of the Virginia Administrative Code**.

5.1.4. Any inspections should be performed before beginning any scheduled maintenance. This will ensure that an accurate representation of the performance and health of the filtration system is collected. Estimated labor is a total of four (4) hours. Inspections can be performed without the need for a confined space permit.

5.1.5. The inspector should perform the inspection as listed in Section 5.0 “Inspection Procedure” of the Owner’s Manual for this MTD per Section 4.1 of this SOW. The inspector shall provide all materials and equipment needed to perform the inspection.

5.1.6. All inspections shall include a report which shall be submitted to the COR within ten (10) business days after the time of the inspection. The report must contain the same information that is recorded in the Inspection and Maintenance Log. The contractor must include the measurables that would trigger maintenance (sediment depth in sump, sediment depth on the cartridge deck, and floatable debris volume) in the report.
Measurements alone are not enough. The contractor must provide clear photographs to corroborate their findings. These photos should be dated and labeled, showing:

- Overall Condition: A wide shot of the unit upon opening the manhole.
- Sediment Levels: Photos showing the measurement tool (e.g., a stadia rod or tape measure) indicating the depth of sediment in the sump and on the cartridge deck.
- Cartridge Deck: Photos showing any standing water during dry weather conditions or the movement of water during wet weather conditions. Photos of all cartridge lids and their condition.

The inspection report should conclude with a professional recommendation, explicitly stating what service is needed and why, referencing the evidence provided.

5.2 TASK 2: LARGE-SCALE MAINTENANCE

5.2.1. This task must be conducted in person at a minimum of once every five (5) years. The service provider should perform any inspection before maintenance activity begins.

5.2.2. The COR will update the contractor with active and upcoming MTDs that require large-scale maintenance.

5.2.3. Maintenance must be conducted by an Environmental Technician/Inspector with experience working on MTDs and must hold the VADEQ certification for Inspector for SWM. Additional training on Confined Space Entry and on any heavy equipment used to complete this maintenance

must be documented. An Occupational Health Safety Plan (OSHP) for confined space entry must be submitted to the DLA Installation Management Richmond Safety Officer per Section 1.1 of Attachment A of this SOW. All training and entries must comply with 29 CFR 1910.146, Permit Required Confined Spaces.

5.2.4. Time needed to complete maintenance will depend on the amount of work that needs to be performed to return the unit to maximum treatment performance relative to the condition of the MTD. For completion of all activities there is an estimated time of eight (8) hours per technician for a crew of two (2) for each unit serviced. Total estimated time of labor is sixteen (16) hours.

5.2.5. The large-scale maintenance will require the use of a vacuum truck. All equipment (e.g., vacuum truck) needed to perform large-scale maintenance will be provided by the contractor.

5.2.6. All maintenance activities in section 7.0 “Maintenance Procedure” of the Contech Jellyfish® Filter Owner’s Manual per Section 4.1 of this SOW should be strictly adhered to. The nine (9) filter cartridges should be replaced with new units provided by the contractor during this service. Replacement cartridges must be genuine Contech Jellyfish® Filter cartridges. "Or equal" products are not acceptable. 7.2 “Filter Cartridge Rinsing” will not need to be performed since the cartridges are being replaced with new cartridges.

5.2.7. A formal report shall be submitted to the COR after any Large-Scale Maintenance within ten (10) business days. The formal report must contain the same information that is recorded in the Inspection and Maintenance Log. Photographs documenting the work shall be included.

5.3. TASK 3: SMALL-SCALE MAINTENANCE

5.3.1. This task must be conducted in person at a minimum of every 12 months following Large-Scale Maintenance. This service will be performed during the option years of the contract.

5.3.2. The COR will update the contractor with active and upcoming MTDs that require small-scale maintenance.

5.3.3. Maintenance must be conducted by an Environmental Technician/Inspector with experience working on MTDs and must hold the VADEQ certification for Inspector for SWM. Additional training on Confined Space Entry and on any heavy equipment used to complete this maintenance must be documented. An Occupational Health Safety Plan (OSHP) for confined space entry must be submitted to the Safety Officer per Section 1.1 of Attachment A of this SOW. All training and entries must comply with 29 CFR 1910.146, Permit Required Confined Spaces.

5.3.4. Time needed to complete small-scale maintenance will depend on the amount of work that needs to be performed to return the unit to maximum treatment performance relative to the condition of the MTD. For completion of all activities there is an estimated time of four (4) hours per technician for a crew of two (2) for each unit serviced for a total estimated time of labor of eight (8) hours.

5.3.5. All maintenance activities in section 7.0 “Maintenance Procedure” of the Jellyfish® Filter Owner’s Manual per Section 4.1 of this SOW should be adhered to strictly. The contractor shall perform small-scale maintenance by specifically performing:

- Section 7.1 “Filter Cartridge Removal”
- Section 7.2 “Filter Cartridge Rinsing”
- Section 7.4 “Filter Cartridge Reinstallation and Replacement”

Section 7.3 “Sediment and Flotables Extraction” should be abbreviated to removal of floatable solids by net or skimmer. Vacuuming or pumping of the sump pump area, pressure washing and sediment removal (steps 3-6 of this section) will not be performed.

5.3.6. All equipment needed to perform small-scale maintenance will be provided by the contractor.

5.3.7. A formal report shall be submitted to the COR after any small-scale maintenance within ten (10) business days. The formal report must contain the same information that would be recorded in the Inspection and Maintenance Log. Photographs documenting the work shall be included.

5.4 TASK 4: EMERGENT/UNPLANNED MAINTENANCE

5.4.1. The COR may request additional inspections for maintenance in response to major storm events or immediately after an upstream oil, fuel, or other chemical spill.

5.4.2. These emergent tasks will follow the same criteria and procedures as their scheduled equivalents.

6. SAFETY & COMPLIANCE

6.1 Confined Space Entry

All work must comply with 29 CFR 1910.146, Permit Required Confined Spaces. The contractor must submit an Occupational Health Safety Plan (OSHP) for confined space entry. The contractor must provide documented proof of Confined Space Entry training for all relevant personnel.

6.2 Materials Disposal

The accumulated sediment found in stormwater treatment and conveyance systems must be handled and disposed of in accordance with regulatory protocols. It is possible for sediments to contain measurable concentrations of heavy metals and organic chemicals (such as pesticides and petroleum products). Sediments, water, and any other waste generated during inspections or maintenance must be disposed of in accordance with all applicable local, state, and federal waste disposal regulations.

7. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The QASP identifies the methods the Government will use to measure performance of the Contractor against the requirements and performance standards of this SOW. The QASP consists of guidelines for performance surveillance, evaluation, reporting, deficiency notification, and adjustments. The Government will conduct quality assurance inspections on all phases and types of work performed. The Government reserves the right to perform quality assurance inspections at any time. The Government will perform quality assurance of Contractor's performance under this contract using the method of surveillance described in paragraph 8.0 of this SOW.

8. PERFORMANCE REQUIREMENTS SUMMARY

The tasks the Contractor shall perform are defined in the SOW. All deliverables will be

submitted to the COR for acceptance unless otherwise agreed upon.

The Government will make objective and subjective assessments of the Contractor's performance to determine whether contract performance is acceptable. The Contractor is expected to perform all functions in a professional manner and prepare accurate and timely documentation. Progress will normally be tracked based on the milestone event such as when a deliverable is due. It is expected that the documentation and procedures will comply with all major regulatory and process requirements, and agency policies and procedures.

8.1 Method of Surveillance

The Government will ensure quality assurance and timeliness of all tasks via COR random inspections and customer feedback. The Government will inspect and evaluate performance of each completed task or deliverable required in this SOW.

8.2 Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR. All deliverables will be inspected for content, completeness, accuracy, legibility, and conformance to contract requirements by the COR. At the discretion of the Government, inspection may include validation of information or software using automated tools and/or testing of the deliverables, as specified in the SOW.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within the SOW, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the COR.

The basis for acceptance shall be compliance with the requirements set forth in this SOW, the Contractor's proposal and other terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses. Reports and document deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the COR have been corrected to the Government's satisfaction. The Government will notify the Contractor within ten (10) working days if the document requires any edits or corrections, or the document is considered final.

The Contractor shall provide electronic copies of deliverables. Electronic copies shall be delivered via email attachment or other media by mutual agreement of the parties. The electronic copies shall be compatible with the current DLA Microsoft (MS) Office products or other applications as appropriate and mutually agreed to by the parties. The Contractor shall use best commercial practices for formatting deliverables under this contract. If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version. All the Government's comments to deliverables must either be incorporated in the succeeding version or the Contractor must demonstrate to the Government's satisfaction because such comments should not be incorporated.

8.3 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under the resultant contract. These performance measurements are defined as:

Quality

8.1.1 Accuracy – Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.

8.1.2 Clarity – Work products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.

8.1.3 Consistency to Requirements – All work performed under this contract must satisfy the requirements of this Statement of Work.

8.1.4 Format – Work products shall be submitted in digital format or hard copy (where applicable) in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals. All text and diagrammatic files shall be editable by the Government.

Timeliness

All work performed under this contract shall be submitted on or before the due dates determined/specified between the COR and Contractor or submitted in accordance with the delivery schedule frequency.

8.4 Performance Review and Payments

The Contractor's performance will be monitored by the COR. The tasks will be rated on the performance of the Contractor on the timeliness and quality of the services provided using the ratings for each criterion as shown below.

Below are the Performance Standards that will be used in evaluating performance.
Performance standards and ratings are designed to determine if performance meets or does not meet a given metric and acceptable quality level.

Note: The application of these performance ratings or failure of the Government to apply these performance ratings does not waive any of the Government's rights to other remedies under this contract or otherwise available to the Government. The following overall ratings will be used:

Overall Performance Ratings
Satisfactory – Performance meets or exceeds contractual requirements. The contractual performance reflects a minor problem(s) for which corrective actions taken by the Contractor appear or were satisfactory.
Fair – Performance does not meet some contractual requirements. The contractual performance reflects a minor problem(s) for which the Contractor either has not yet identified corrective actions or the Contractor's proposed actions appear only marginally effective or were not fully implemented. The minor performance problem(s) do not adversely impact the mission of the Agency.
Marginal – Performance does not meet some contractual requirements. The contractual performance reflects a serious problem(s) for which the Contractor either has not yet identified corrective actions or the Contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

Timeliness	
Satisfactory	Meets or exceeds contractual requirements in terms of timeliness of delivery.
Fair	Does not meet some contractual requirements in terms of timeliness of delivery. The timeliness of contractual performance reflects a minor timeliness problem(s) for which the Contractor either has not yet identified corrective actions or the Contractor's proposed actions appear only marginally effective or were not fully implemented. The minor timeliness problem(s) do not adversely impact the mission of the Agency.
Marginal	Does not meet some contractual requirements in terms of timeliness of delivery. The timeliness of contractual performance reflects a serious problem(s) for which either the Contractor has not yet identified corrective actions or the Contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Does not meet most contractual requirements in terms of timeliness of delivery and recovery is not likely in a timely manner. The timeliness of contractual performance contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

Quality	
Satisfactory	Meets or exceeds contractual requirements in terms of quality of work performed. The quality of contractual performance reflects a minor problem(s) for which corrective actions taken by the Contractor appear or were satisfactory.
Marginal	Does not meet contractual requirements in terms of quality. The quality of contractual performance reflects a serious problem(s) for which the Contractor either has not yet identified corrective actions or the Contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Does not meet most contractual requirements in terms of quality and recovery is not likely in a timely manner. The quality of contractual performance contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

8.5 Deliverables

The table below identifies Deliverables resulting from the above defined tasks.

Task Area Reference	**Deliverable Title**	**Quantity: No. of Reports**	**Deliverable Due Date**
5.1	Inspection Report	After each inspection	Within 10 business days of inspection
5.2.7 & 5.3.7	Maintenance Report	After each maintenance event	Within 10 business day of maintenance

20	Safety Plan	1 per contract	Within 20 business days of contract award

8.6 Performance Requirement

The table below identifies the Performance Requirements resulting from the above defined deliverables:

Task Area Reference	Deliverable Title	Surveillance Method and Acceptable Quality Level (QL)	Performance Review
5.1	Inspection Report	100% COR/PM Inspection Acceptable QL – 95%	Rating to be assigned pursuant to Paragraph 8.3.
5.2.7 & 5.3.7	Maintenance Report	100% COR/PM Inspection Acceptable QL – 95%	Rating to be assigned pursuant to Paragraph 8.3.
20	Safety Plan	100% COR/PM Inspection Acceptable QL – 95%	Rating to be assigned pursuant to Paragraph 8.3.

9. GOVERNMENT FURNISHED EQUIPMENT AND FACILITIES

The government will not provide any equipment or facilities to support this work. Any needed equipment or facilities will be supplied by the contractor.

10. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

11. DISCLOSURE OF INFORMATION

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

12. LIMITED USE OF DATA

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or Contractor employee shall not divulge, or release data or information developed or obtained in performance of this effort until made public by the Government, except to authorize Government personnel or upon written approval from the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor

without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

13. PERSONNEL

The contractor shall provide a **capabilities statement** with their quote that documents how their personnel meet the following minimum qualifications:

13.1. Certified Inspector: The contractor shall provide a Certified Inspector for Stormwater Management pursuant to **9VAC25-875-390 of the Virginia Administrative Code** who shall be responsible for the inspection tasks of the work in accordance with Section 5.1 of this SOW. This Certified Inspector shall provide at least two (2) years of experience related to MTD inspection. Estimated total labor hours to complete Task 2: Inspections four (4) hours per year.

13.2. Maintenance Technician: The contractor shall provide two (2) Maintenance Technician or equivalent personnel who have at least two (2) years of experience maintaining MTDs in accordance with Section 5.2 and 5.3 of this SOW. The contractor shall provide documentation for these personnel of Confined Space Entry Training in accordance with 29 CFR 1910.146(g). Estimated total labor hours to complete Task 5.2: Large-Scale Maintenance is sixteen (16) hours during the base year. Estimated total labor hours to complete Task 5.3: Small-Scale Maintenance is eight (8) hours per year.

13.3. Project/Contract Manager: The contractor shall provide a Project/Contract Manager to develop an OSHP for confined space entry per Section 5.2.3 for the base year. The Project/Contract Manager shall provide contract oversight to ensure deliverables are being met on time to include annual inspection/maintenance reports.

14. PERIOD OF PERFORMANCE

The period of performance shall be for one (1) Base Year and four (4) one year option periods.

15. HOURS OF OPERATION

The contract personnel shall work anytime between the hours of 0500 - 1900 Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

FEDERAL HOLIDAYS

The Contractor is not required to provide services on the ten Federal holidays observed at DLA unless approved by the Contracting Officer. The following holidays are observed:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4)

- Labor Day (first Monday in September)
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25th)

When one of the above holidays falls on Sunday, the following Monday will be observed as a legal holiday. When the federal holiday falls on a Saturday, the preceding Friday is observed as the holiday.

16. PLACE OF PERFORMANCE

Place of performance will be the Defense Supply Center Richmond (DSCR) located at 6090 Strathmore Road, Richmond, VA 23237.

17. CONTRACTING OFFICER REPRESENTATIVE (COR)

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18. DEFINITIONS

CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime

CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the KO to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

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

KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in

the SOW. When Key Personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the Subcontractor.

WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract

WORK WEEK. Monday through Friday, unless specified otherwise.

19. ACRONYMS

ACGIH	American Conference of Industrial Hygienist
ANSI	American National Standards Institute
CFR	Code of Federal Regulations
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
DEQ	Department of Environmental Quality
DLA	Defense Logistics Agency
DOD	Department of Defense
ECC	Emergency Communication Center
EMS	Emergency Medical Services
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
KO	Contracting Officer
SDS	Safety Data Sheet
NEC	National Electric Code
NFC	National Fire Codes
NFPA	National Fire Protection Association
NIOSH	National Institute for Occupational Safety and Health
OSHP	Occupational Safety and Health Plan
POC	Point of Contact
SOW	Performance Work Statement
SPCC	Spill Prevention Control Countermeasure
TE	Technical Exhibit
VAC	Virginia Administrative Code
VCIN	Virginia Criminal Information Network
VO	Vetting Official
VOSH	Virginia Occupational Safety and Health
VPDES	Virginia Pollution Discharge Elimination System

20. ATTACHMENTS

1 ATTACHMENT 1: SAFETY AND HEALTH REQUIREMENTS

Contractors shall comply with all federal, state, and local occupational safety and health regulations, such as but not limited to US Department of Labor and Industry Occupational Safety and Health Administration (OSHA) , 29 CFR 1910,1926 1960, or whichever is applicable; in addition to safety

requirements of US Army Corps of Engineers EM385-1-1 (latest edition), National Electric Codes (NEC), National Fire Codes (NFC), Defense Logistics Agency (DLA) safety regulations, or other safety requirements as established for the life of the contract. The safety provisions listed above are only general in nature and not intended to be all inclusive.

1.1 SAFETY PLAN

The Contractor shall submit a site-specific Occupational Safety and Health Plan (OSHP) for approval prior to the commencement of any on-site work for this SOW. Failure to submit an OSHP will delay contracted activities. All site specific OSHP shall be developed to comply with all federal, state, and local occupational safety and health regulations, consensus standards, and any trade specific practices which will include but not limited to the following; Occupational Safety and Health Administration (OSHA) 29 CFR General Industry – 1910, Construction Standards – 1926, Federal Employee – 1960; Army Corps of Engineers EM385-1-1 manual; National Electric Codes (NEC); National Fire Protection Association (NFPA) Codes; American Conference of Industrial Hygienist (ACGIH); and must at a minimum, be strictly adhered to by all contracted personnel.

An OSHP will be required for all contracted services involving the construction, alteration, and/or repair, including painting or decorating of government buildings, public works, and equipment in addition to all activities using/applying products requiring Safety Data Sheets (SDSs). OSHPs will also be required for all activities where there are potential health hazards which could be a result of the contracted services (ie. Hazardous material surveys and clean-up, confined space entry, etc.). All contractors who are subjected to the submittal of OSHP shall also submit their most recent OSHA 300 log in accordance with 29 CFR 1904. An OSHP will not be required for nonpersonnal services contracts including, but not limited to, those which are administrative only, deliveries/pickups, transportation or for nondestructive surveys. However, if contracted services specify a DSCR provided workspace the contractor should submit an OSHP or provide their COR and/or COTR with a letter stating that they will adopt and operate under DSCR's written occupational safety and health control programs. For all nonpersonnal service contracts not requiring an OSHP, please adhere to the Visitor and Contractor Safety Brochure which can be obtained from the COR and/or COTR. Please contact the Occupational Safety and Health office at 804-279-4830 if you need assistance in determining if your contracted services apply to an OSHP submittal.

This contract involves confined space entry. All work must comply with **29 CFR 1910.146, Permit Required Confined Spaces**. The contractor must submit an **Occupational Health Safety Plan (OSHP)** for confined space entry. The contractor must provide documented proof of Confined Space Entry training for all relevant personnel.

All Contracted services requiring an OSHP where operations involving demarcating work areas with protective coverings, shields, protective barriers, barricades, warning signs and the like, will be furnished and installed by the Contractor where a hazard or potential hazard exists. Notices shall be provided twenty-four (24) hours prior to the planned installation of protective barriers and barricades, the Contractor will coordinate with the COR and/or COTR for concurrence. Barricades and barriers will be removed by the Contractor at the completion of the work in the area.

1.2 ACCIDENT/INCIDENT

The Contractor shall notify the CO or his/her designated representative immediately after the occurrence of any incident resulting in injury, illness, or death in addition to major property damage to a Government facility. The Contractor shall comply with the following Mishap Reporting section

for reporting all incidents.

1.3 INJURY TREATMENT

Emergency Medical Services (EMS) is available for Contractor employees at DSCR. Emergency calls on the DSCR Installation, are made by dialing 911 on the Center telephone system or 804-279-3131 from personal cellphones or from outside the DSCR Installation. If a private ambulance service is used on the DSCR Installation, the Contractor must coordinate with the DSCR Installation Emergency Communication Center (ECC) by calling 804-279-4888. The Contractor shall be responsible for all expenses incurred due to use of private ambulance service.

1.4 MISHAP REPORTING

A report on each job connected injury, property damage, or motor vehicle mishap will be written by the Contractor and submitted to the CO or his/her designated representative. The Contractor and CO or his/her designated representative will complete the Mishap Report (DLA form 1591) per DSCR guidelines. The estimated absence in days, if any, by employee due to injury and/or cost or property or vehicle damages shall be included.

1.5 SAFETY AND HEALTH VIOLATIONS

The Army Corps of Engineers Manual EM 385-1-1, Safety and Health Requirements Manual, 29 CFR 1910/1926/1960, General Industry/Construction Standards/Federal Employee (OSHA), National Electric Code (NEC) and National Fire Protection Association (NFPA) Codes, American Conference of Industrial Hygienist (ACGIH) must, at a minimum, be strictly adhered to by all contractors. After consultation with the contracting officer, the Installation's Safety and Health Manager reserves the right to contact the Virginia Occupational Safety and Health (VOSH) Office for assistance if there are frequent safety and health violations by contractors.

DSCR Safety Specialists or Industrial Hygienists shall perform unannounced inspections of Contractor job sites to ensure compliance with applicable standards. Violations shall be reported to the CO, or his/her authorized representative. The Safety Specialist or Industrial Hygienist reserves the right to stop operations when violations could cause severe injury, death, and/or serious property damage. The Safety Specialist or Industrial Hygienist reserves the right to stop any activity where DSCR employees are impacted. Frequent safety violations shall be reported to the Virginia Occupational Safety and Health (VOSH) Office.

The DSCR Safety and Health Manager or Staff shall be available to provide technical assistance as required and may be contacted by calling (804) 279-4830 from a cell phone or extension 4830 from a Government phone.

I. CONTRACTOR ENVIRONMENTAL REQUIREMENTS

1 COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS

Contractor shall comply with all applicable federal, state, local, Defense Logistics Agency (DLA), and Defense Supply Center Richmond (DSCR) environmental laws, statutes, regulations, executive orders, permits. Contractor shall immediately report any conflicts between applicable federal, state, local, DLA and DSCR, and any specifications within this contract to the Contracting Officer Representative (COR) and the DLA Installation Management Richmond, Environmental Management Division.

2 COMPLIANCE WITH GREEN PROCUREMENT REQUIREMENTS

Contractor shall follow Federal EPA Comprehensive Procurement guidelines (www.epa.gov/cpg) for acquisition of building materials and products and select materials that have a long life cycle; the least toxic materials; recyclable materials; materials that are resource- efficient; materials with the maximum recycled content; materials harvested on a sustained yield basis; and products causing the least pollution during their manufacture, use, and reuse.

3 REPORTING NONCOMPLIANCE

Contractor shall immediately report any nonconformance and/or noncompliance with applicable federal, state, local, DLA and installation environmental regulations and laws to the COR and Environmental Management Division. Contractor shall when given a verbal and/or written notice of environmental noncompliance or nonconformance by the COR, take immediate corrective action. Failure or refusal to comply promptly may be grounds for the Contracting Officer to invoke the appropriate contractual remedies. This may cause all or part of the work to be stopped immediately until satisfactory corrective action has been taken.

4 AWARENESS AND CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEM

DLA Installation Management Richmond currently maintains an ISO 14001 registered Environmental Management System. This system is applicable to those individuals working on our behalf. The Environmental Policy Statement and our List of Significant Aspects are available from the Environmental Management Division. Contractor personnel shall be aware of their potential contribution to the success of this Environmental Management System and the potential implications of not performing within its requirements. Contractor personnel shall be competent to perform the work specified within the contract. Contractor personnel shall also take the necessary actions to identify, monitor, and control those contract operations and activities that pose risk of environmental contamination, or can negatively affect the natural and/or human environment.

5 PROTECTION OF WORK SITE RESOURCES

Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any work, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms. The Contractor shall provide effective protection for land and vegetative resources at all times. Contractor shall notify the Environmental Management Division if any trees are required to be disposed or removed. The Contractor is not authorized to remove or dispose of any tree greater than 6 inches in diameter unless the Environmental Management Division has granted permission.

6 NOTIFICATION OF FEDERAL AND STATE REGULATORS

Contractor shall immediately notify the COR and Environmental Management Division of the arrival on site of any federal, state, and/or Department of Defense (DoD) environmental regulator or enforcement agent and/or the receipt of any correspondence from a federal, state and local environmental agency.

7 CULTURAL RESOURCES PROTECTION

a. This project has been identified as having the potential to affect a resource eligible for listing in the National Register of Historic Places.
b. In accordance with Section 106 of the National Historic Preservation Act, a Section 106 Review must be initiated to identify and assess any adverse effects that may result from this project. The contractor shall not begin fieldwork on the actual resource until the process is complete and documentation from the State Historic Preservation Office has been received stating either the project will not have an adverse effect on the historic resource or that any adverse effect has been mitigated. Administrative and planning efforts may proceed while the review process is occurring.

8 FEDERAL AND STATE LAND DISTURBING REQUIREMENTS

a. Any land disturbing activities with a footprint of greater than 5,000 square feet must satisfy Unified Facilities Criteria on Low Impact Development (UFC 3-210-10) requirements per Section 438 of the Energy Independence and Security Act as to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the property with regard to the temperature, rate, volume, and duration of flow. These requirements do not apply to internal renovations, maintenance, or resurfacing of existing pavements.
b. Land disturbance projects greater than 10,000 square feet are subject to Virginia Erosion and Sediment Control Regulations per 9VAC25-840. An Erosion and Sediment Control Plan must be submitted to the Virginia Department of Environmental Quality for approval prior to the start of any qualify disturbance activities. Exempt activities include: the installation of individual service connections; installation, maintenance, or repair of any underground public utility lines when such activity occurs on existing hard surfaced road, street, or sidewalk, provided the disturbing activity is confined to the area of the road, street, or sidewalk that is hard surfaced; septic tank lines or drainage fields; installation of fence/sign posts, telephone/electric poles, and other kinds of posts/poles; and emergency work to protect life, limb, or property, and emergency repairs.
c. Land disturbance projects greater than 1 acre are subject to Virginia Stormwater Management Program Regulations per 9VAC25-870. Stormwater Pollution Prevention Plans and applicable fees must be submitted to the Virginia Department of Environmental Quality for approval prior to the start of disturbance activities upon issuance of VAR10 permit coverage. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original construction is exempt from permit coverage.

9 COMPLIANCE WITH STORMWATER DISCHARGE REQUIREMENTS

The DSCR General Virginia Pollution Discharge Elimination System (VPDES) Permit for Discharges of Stormwater from Small Municipal Separate Storm Sewer Systems (VAR040001) authorizes discharges of stormwater and authorized non-stormwater discharges. Authorized non-stormwater discharges are those detailed in 9VAC25-890-20 D. Such authorized non-stormwater discharges include those covered by a separate individual or general VPDES or state permit for non-stormwater discharges, individual non-stormwater discharges or flows that have been identified by the Virginia Department of Environmental Quality as de minimis and not significant sources of pollutants to surface waters and do not require a separate VPDES permit, and certain non-stormwater discharges identified by DSCR as not being significant contributors of pollutants, as detailed in Section 2.3.2 of the DSCR Stormwater Management Plan.
All other non-stormwater discharges are not authorized and must be covered under a separate VPDES permit.

10 SOLID WASTE REPORTING

Contractor shall report solid waste generation of Construction and Demolition (C&D) debris per DoD Instruction 4715.23 "Integrated Recycling and Solid Waste Management" prior to the end of each project or upon request for the following:

a. Quantity of C&D debris generated (UNIT – Tons).
b. Quantity of C&D debris diverted from a disposal facility (UNIT – Tons). Diversion methods include reuse, donation, recycling, composting, and mulching.
c. Quantity of C&D debris entering a disposal facility (UNIT – Tons). Disposal facilities include landfills (both solid waste and inert) incinerators and waste-to-energy facilities.