DEPARTMENT OF HOMELAND SECURITY UNITED STATES COAST GUARD ENGINEERING SERVICES DIVISION

SCOPE OF WORK FOR DESIGN-BUILD SERVICES FOR REPLACE FUEL SYSTEMS AT U.S. COAST GUARD STATION OREGON INLET NAGS HEAD, NORTH CAROLINA

NOVEMBER 2017

COMMANDING OFFICER UNITED STATES COAST GUARD CIVIL ENGINEERING UNIT, RM 2179 1240 EAST NINTH STREET CLEVELAND, OHIO 44199-2060

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(February 2012 Version)

SECTION 01 11 00 SCOPE OF WORK

1. <u>WORK INCLUDED</u>: The Contractor shall provide Design-Build Services to design and construct the removal and replacement of marina and emergency generator fuel delivery systems at USCG Station Oregon Inlet, Highway 12, Nags Head, North Carolina 27959. A Professional Engineer licensed in the State of North Carolina shall provide design services for the project. The design and construction shall be performed in accordance with NFPA, NEC, North Carolina Department of Environmental Quality (NCDEQ), Steel Tank Institute (STI) and all applicable codes, standards and regulations. Upon Coast Guard review of the contractor's proposed design for conformance with the Scope of Work, the Contracting Officer shall direct the Contractor to commence construction of the engineered solution.

1.1 Base Items:

1.1.1 Demolish existing fuel systems;

1.1.1.1 Remove existing 3,000 gallon, multi-compartment, above-ground fuel storage tank, two (2) fuel dispensers, associated above and underground fuel piping, controls, and associated leak detection equipment. Existing piping serving Multi-Purpose Building boiler and hot water heater shall remain and be reconnected to new tank once installed.

1.1.1.2 All excavated materials, including soil, gravel, asphalt, and concrete, shall be disposed of as fuel-contaminated substances in accordance with North Carolina Department of Environmental Quality (NCDEQ) regulations.

1.1.2 Provide and install temporary fuel system;

1.1.2.1 Temporary fuel storage tank and associated piping shall be provided and connected to serve the existing emergency generator and Multi-Purpose Building boiler and hot water tank throughout construction. Temporary system shall include double-walled, 250 gallon (min.) diesel tank. Contractor is responsible for initial tank fill. Temporary system shall be installed and operate in accordance with NFPA 30/30A, as well as all local, state and federal regulations. Coordinate temporary fuel tank location with Officer in Charge and COR. CG vessels shall be fueled at local marinas for the duration of construction.

1.1.3 Provide and install new fuel systems suitable for corrosive salt-water environment;

1.1.3.1 Above-ground fuel storage tank shall be UL2085 fire-rated, split-compartment tank with the following capacities: 2,000 gallons diesel fuel; 1,000 gallons gasoline. Tank accessories shall be provided per NFPA requirements and include, but are not limited to, supports, submersible pumps, vents, high level alarm(s), leak detection, access stair, spill/overfill prevention valve and spill bucket, level gauges, solenoid valve or anti-siphon valve, grounding and labeling according to the AHJ and state policy. New tank shall be located within the same

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existing concrete containment area from which the existing tank is to be removed. Contractor is responsible for initial tank fill. Diesel fuel shall be ASTM D 975, high volatility, low sulfur grade 2 fuel oil (2-D S500). Gasoline shall be Regular Unleaded. Confirm fuel types with COR prior to procurement.

1.1.3.2 Fuel piping shall be sized to deliver fuel to one (1) gasoline dispenser (15-20 gpm), one (1) diesel fuel dispenser (25-30 gpm) and one (1) existing diesel-fueled emergency generator (5 gpm). All above-ground fuel piping shall be painted steel or stainless steel and be double contained. All underground piping shall be double-walled and include electronically monitored leak detection. Underground pipe materials shall be fiberglass (primary and secondary), flexible plastic piping, or steel primary piping with fiberglass or coated steel secondary piping. Underground piping shall be grounded/bonded and installed in the same general location(s) as existing fuel piping scheduled to be removed.

1.1.3.3 Fuel dispensers provided shall be one (1) new gasoline dispensing unit and one (1) new diesel fuel dispensing unit installed in the same location as the dispensers scheduled to be removed. Each dispenser shall include, but is not limited to, fuel filter, flow meter, impact shear valve, built in secondary containment, leak detection, hose reel with electric rewind, and fuel hose. Dispenser hose lengths shall accommodate vessel fueling to the end of the adjacent pier. Fuel dispensing equipment, including fuel nozzle and hose, shall be completely contained within lockable dispenser cabinet when not in use. Protection bollards shall be provided to protect equipment and match in color, general dimensions and cap type.

1.1.3.4 Electrical distribution, pushbutton stations, control equipment, emergency fuel shut-off system and associated wiring/conduit for new fuel pumps and dispensers shall be installed and provided per NFPA/NEC requirements.

1.1.3.5 Pavements, soils and grassy areas removed or damaged by construction activities shall be replaced to match preconstruction conditions. Restored pavement shall have a thickness equal to, or greater than, the existing thickness.

1.2 <u>TASKS</u>: The Scope of Work shall be completed utilizing the following tasks;

1.2.1 Task 1: Site Survey, Evaluation and Report Submission

1.2.1.1 Site Survey and Evaluation: The contractor shall perform a thorough site investigation for the project. Investigation shall identify and document existing construction, conditions, deficiencies, and usage. Investigation shall review all site features and Coast Guard operations that may be affected by project design and construction. Reference drawings/reports provided to the contractor shall be verified during the site investigation, noting any discrepancies or potential problems that will impact the successful completion of the project.

1.2.1.2 Report: Summarize the site survey and subsequent evaluation of potential solutions. The report shall include:

- Verification and summary of existing facility/equipment conditions and deficiencies
- Supporting photos
- Recommended corrective action(s) to repair deficiencies with associated budgetary cost estimates
- Identification of potential permits and/or required agency coordination
- Evaluation of suitability of existing items/equipment for continued use
- Comments/suggestions collected from site personnel
- 1.2.2 Task 2: Design Development

1.2.2.1 Design Development (35%) Design Submittal: The Design shall be complete to the 35% stage of the overall project. Submit 3 hard copies (11x17 drawing sets) and one electronic copy (CD-ROM) to the Contracting Officer for review. The submittal shall include the following:

A. Drawings shall,

B. at a minimum, include the following:

- 1. Site Plan:
 - a. Scale
 - b. Magnetic North
 - c. Legend
 - d. Drawing Index
- 2. Demolition Plan:
 - a. Major items being demolished
 - b. Contractor Staging Area
 - c. Existing Utilities
- 3. New Work Plans:
 - a. Floor/site plans showing new equipment/piping layout
 - b. New connections to existing utilities

B. Scope of Work – statement(s) of major items of work that are included in the design and construction effort

- C. Schedule detailing significant construction milestones
- D. Design calculations

1.2.2.2 65% Submittal: Submit 3 hard copies (11x17 drawing sets) and one electronic copy (CD-ROM) to the Contracting Officer for review. Government review comments from the 35% Design review are to be included in the 65% Design Submittal. The 65% Design shall be complete to the 65% stage of the overall project. The Contractor may start construction preparations after review for conformance of the 65% design stage documents by the Government. However, construction shall not begin until all permits have been obtained.

Deliver the 65% Submittals to the Contracting Officer. Review comments will be returned to the Contractor, who shall incorporate the comments into the final 100 % submission. The submittal shall include:

- a. Construction drawings 65% complete, detailed and reviewed.
- b. Updates to previously submitted 35% Scope of Work, schedule and design calculations.

1.2.2.3 100% Submittal: Submit 3 hard copies (11x17 drawing sets) and one electronic copy (CD-ROM) to the Contracting Officer for review. After Government final review for conformance, submit the original drawings, sealed and signed on all sheets by a legally responsible engineer in charge of the work as required by the state of North Carolina, on CD ROM, to the Contracting Officer. Retain one set reproducible for filing. The submittal shall include:

a. Complete construction drawings

1.2.3 Task 3: Construction

1.2.3.1 Construct complete and fully functioning design solution(s) per the reviewed construction documents and specified instructions herein. Fuel system shall be commissioned and pass all acceptance testing in accordance with the AHJ prior to being handed over to the Coast Guard.

1.2.3.2 Complete design/installation drawings and submit the Auto-CAD files and full size hard copy As-Built drawings, sealed and signed on all sheets by a licensed engineer who can legally represent the design-build firm in accordance with Section 01 78 00, As-Built Drawings.

2. <u>DESIGN CRITERIA</u>

2.1 General: Complete all design work to conform with good engineering and architectural practices and in accordance with the latest editions of all applicable building codes, standards and governing agencies. These include, but are not limited to:

North Carolina Department of Environmental Quality (NCDEQ) National Fire Protection Association (NFPA) National Electrical Code (NEC) Steel Tank Institute (STI) American National Standards Institute (ANSI) American Standard for Testing and Materials (ASTM) American Institute of Steel Construction (AISC) American Concrete Institute (ACI) American Standard for Testing and Materials (ASTM) National Electrical Code (NEC) International Building Code (IBC) United States Environmental Protection Agency (USEPA)

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Code of Federal Regulations (CFR) Unified Facilities Criteria (UFC)

2.2 <u>Calculations</u>: Perform calculations as required to complete analysis and design of recommended solutions. Calculations shall be complete, legible, detailed, and shall clearly indicate all assumptions, criteria, references, codes, and standards used.

2.3 Permits: The Contractor's A-E shall prepare, finance and obtain all permits required for project work. The Contractor's A-E shall at the beginning of the design process establish and obtain all necessary federal, state and local application and permit requirements for project work. The Contractor's A-E shall coordinate with appropriate agencies during design to ensure that the project design will be in compliance with federal, state and local permit requirements. The Contractor's A-E shall prepare all forms, drawings, and supporting documentation necessary to apply for permits and also coordinate with the appropriate agency officials to assure the application is properly completed, ready for CEU Cleveland signatures. The applicant for permits shall be:

Commanding Officer U. S. Coast Guard Civil Engineering Unit, Room 2179 1240 East Ninth Street Cleveland, Ohio 44199-2060

2.3.1 Completed applications shall be forwarded to CEU Cleveland for signature and subsequent forwarding by the Contractor to the appropriate Federal, State or local agency. Issue applications and obtain all required permits from the applicable agencies, departments and regulatory bodies.

2.4 The project design shall be executed under the direction of a licensed Professional Engineer in the State of North Carolina. Project drawings, specifications, and design calculations shall be signed and sealed by a licensed Professional Engineer. The design and construction shall be performed in accordance with all applicable codes and regulations. Upon Coast Guard review for conformance and acceptance of the contractor's proposed design, the Contracting Officer shall direct the Contractor to commence construction of the designed solution.

2.5 Drawings: The Contractor shall prepare project drawings. The drawings shall be coordinated and be consistent in format, wording, referencing, and extent of descriptions. Drawings shall be clear, concise, and complete. Drawings shall cover all tasks as one set of documents. Drawings shall be prepared in Autodesk AutoCAD 2014 using the standard Coast Guard template. All borders, dimensions and text shall be in paper (layout) space. Plans, elevations, details and sections shall be placed in individual view ports. All images shall be drawn in model space on a one-to-one scale. It is requested that no XREF's be used in the preparation of the drawings. If XREF's are used, then the A-E shall "bind" all XREF's to the drawings so that no external files will be required to view the drawings. Each sheet shall have the following information:

P/N 6849424 Page 8 of 26 Project Title: REPLACE FUEL SYSTEMS Project Number: 6849424 Drawing Number: 8480-D

- 3. <u>Attachments</u>
- 3.1 <u>Attachments</u>: The following attachments are provided on CD-ROM.
- 3.1.1 CG Drawing Template:
 - a. C8480G01.dwg
- 3.1.2 CG Reference Drawings:
 - a. CG DWG 05-30298.dwg
 - b. CG DWG 6789-D, Sheets 1 2 of 2.
 - c. CG DWG 05-01-87-D, Sheets 1, 3, 14, 19, 20, 24-27, 30, 31, 37, 58-64, 72, 77, 80, 87-89, 93-94, 97 of 97.
- 3.1.3 CG Reference Documents:

a. Photographs

3.1.3 Submittal Approval Request Form (attached to end of this document)

SECTION 01 11 16 WORK BY OTHERS

1. <u>WORK NOT INCLUDED IN THE CONTRACT</u>: Non-contractor personnel will accomplish the following work items necessary for completion of the project. However, the contractor must coordinate accomplishment of these work items with the appropriate parties noted below in accordance with Section 01 14 16, "<u>Coordination</u>".

1.1 Work by Utility Companies: Utility company service crews will perform all electrical, water, natural gas, and/or sewer connections to main service lines. The contractor shall ensure that all main electrical service panels and accompanying feeders /sewer and water line drops are completed and ready for service prior to coordinating any tie-in as indicated on the drawings.

1.2 Work by other Contractors or Service Companies: Contractor personnel and equipment associated with another construction contract in progress may require access to the site during execution of this contract. The contractor shall coordinate work and ensure that work operations do not interfere with the contract currently in progress. The contractor shall allow service contract personnel access to the site for trash removal, snow removal, grounds maintenance or the performance of other related service contracts. The Coast Guard will advise the contractor of

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the trash removal, grounds maintenance or other recurring maintenance schedules.

SECTION 01 14 00 CONTRACTOR WORK HOURS

1. <u>WORK HOURS</u>: Accomplish work during normal unit operational hours of 7:30 a.m. to 4:30 p.m., Monday through Friday unless otherwise approved by the Coast Guard. Note any departures from these work hours on the Daily Reports.

2. <u>SATURDAY, SUNDAY AND HOLIDAYS</u>: The contractor shall provide the Contracting Officer's Representative at least forty-eight hours advance notice prior to working on weekends or Federal holidays. The Government may reject any such request without impacting the completion time of the contract.

3. <u>CONTRACT COMPLETION</u>: The contractor shall complete work within the time frame indicated upon issuance of the Notice to Proceed. Limitations imposed by these work hours will not entitle the Contractor additional time to complete the project. Refer to FAR Clause 52.211-10 "Commencement, Prosecution and Completion of Work".

SECTION 01 14 13 PRE-BID SITE VISITS

1. <u>GENERAL</u>: Bidders are responsible for visiting the site to field verify existing conditions and determine actual dimensions and the nature of the work required. Failure to visit the site does not relinquish the bidder from determining the extent and scope of the work required and estimating the difficulty and cost to complete the project. Requests for equitable adjustments, in either time or money, arising from failing to field verify site conditions may be denied. Provisions regarding the site visit requirements are outlined in FAR Clause 52.236-3 "Site Investigation and Conditions Affecting the Work".

SECTION 01 14 14 PRE-CONSTRUCTION SITE CONDITIONS

1. <u>SITE CONDITION VERIFICATION</u>: The Contractor shall verify the conditions of the existing site, equipment and facilities potentially affected by the work under this contract and photograph and/or videotape the conditions in order to document their pre-construction condition. Copies of the photos and videos shall be submitted to the Contracting Officer prior to starting work.

2. <u>UTILITIES</u>: The contractor shall use proactive measures such as digging, metering, testing, underground utility location devices, and utility company location services to locate all underground utilities identified in the area of work at no additional expense to the Government. Additional cost of unplanned outages and repair of damaged utilities, including emergency

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repairs by others, not properly identified by the Contractor shall be the Contractor's responsibility.

SECTION 01 14 16 COORDINATION

1. <u>INTERFERENCE WITH COAST GUARD OPERATIONS</u>: Accomplish work in a manner that causes minimal impact on normal operations. The Contractor shall notify the Contracting Officer's Representative at least five working days in advance of any planned outages of water, electrical, telephone, or sanitary facilities. Notify the Contracting Officer's Representative at least one week prior to beginning construction.

2. <u>MILITARY STATION REGULATIONS</u>:

2.1 The Contractor, his employees, and subcontractors shall become familiar with and obey all station regulations. All personnel employed on the project shall keep within the limits of the work and avenues of ingress and egress, and shall not enter any other areas outside of the site of the work unless required to do so in the performance of their duties. The Contractor's equipment shall be conspicuously marked for identification.

2.2 There shall be NO SMOKING in any Coast Guard building.

2.3 Storage Areas: The Contracting Officer's Representative will determine exact location and boundaries of staging areas. Under no circumstances shall materials be stored in areas that will interfere with aircraft operations.

SECTION 01 14 19 FIELD ADJUSTMENTS

1. The Contracting Officer's Representative may authorize field adjustments. Field adjustments are those alterations that do not affect time, price, or intent of the contract documents. All field adjustments shall be documented in the Daily Reports and on the As-Built Drawings.

SECTION 01 18 14 BUILDING PERMITS

1. NO BUILDING PERMITS from state or local governments are required for work performed on federal property. Courtesy permits may be obtained at the Contractor's option. No payment will be made to the Contractor for any permit cost. Design changes to obtain courtesy permits, even at no cost, will not be allowed without written approval of the Contracting Officer.

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SECTION 01 18 17 ENVIRONMENTAL PERMITS

1. The Contractor will be responsible for obtaining any required environmental permits.

SECTION 01 26 13 REQUESTS FOR INFORMATION

1. <u>SUMMARY</u>:

A. Section Includes: Administrative requirements for requests for information.

2. **DEFINITIONS**:

A. Request for Information: A document submitted by the Contractor requesting clarification of a portion of the contract documents, hereinafter referred to as RFI (Request for Information).

B. Proper RFIs: A properly prepared request for information shall include a detailed written statement that indicates the specific Drawings or Specification in need of clarification and the nature of the clarification requested.

1. RFIs shall be sequentially numbered.

2. Drawings shall be identified by drawing number and location on the drawing sheet.

3. Specifications shall be identified by Section number, page and paragraph. C. Improper RFIs: RFIs that are not properly prepared.

1. Improperly prepared RFIs will not be processed by the Contracting Officer, but will be returned unprocessed.

D. Frivolous RFIs: RFIs that request information that is clearly shown on the Contract Documents.

1. Frivolous RFIs may be returned unprocessed.

3. <u>CONTRACTOR'S REQUESTS FOR INFORMATION</u>:

A. When the Contractor is unable to determine from the Contract Documents, the material, process or system to be installed, the Contracting Officer shall be requested to make a clarification of the indeterminate item.

1. Wherever possible after contract award, such clarification shall be requested at the next site visit by the Contracting Officer's Representative (COR), with the response entered on the daily reports. When clarification at the COR's site visit is not possible either because of the urgency of the need, or the complexity of the item, Contractor shall prepare and submit an RFI to the Contracting Officer.

B. Contractor shall endeavor to minimize the number of RFIs. In the event that the process becomes unwieldy, in the opinion of the Contracting Officer because of the number and

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frequency of the RFIs submitted, the Contracting Officer may require the Contractor to abandon the process and submit future requests as either submittals, substitutions or requests for change.

C. RFIs shall be submitted on the form provided by the Contracting Officer. Forms completely filled in, and if prepared by hand, shall be fully legible after photocopying or fax transmission. Each page of the attachments to RFIs shall bear the RFI number in the upper right corner.

D. RFIs shall be originated by the Prime Contractor.

1. RFIs from subcontractors or material suppliers shall be submitted through, reviewed by, and signed by the Prime Contractor prior to submitting to the Contracting Officer.

2. The Contracting Officer will neither act on nor respond to RFIs received directly from subcontractors or suppliers.

E. Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. RFIs which request information available in the Contract Documents will be deemed either Improper or Frivolous as defined above.

F. In cases where RFIs are issued to request clarification of coordination issues, for example, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items when feasible, Contractor shall fully lay out a suggested solution using drawings or sketches drawn to scale, and submit with the RFI.

G. RFIs shall not be used for the following purposes:

- 1. To request approval of submittals.
- 2. To request approval of substitutions.
- 3. To request changes which entail additional cost or credit.

4. To request different methods of performing work than those drawn and specified.

H. In the event the Contractor believes that a clarification by the Contracting Officer results in additional cost or time, the Contractor shall not proceed with the work indicated by the RFI until a modification is prepared and approved. RFIs do not automatically justify a cost increase in the work or a change in the project schedule.

1. Answered RFIs shall not be construed as approval to perform extra work.

I. Contractor shall prepare and maintain a log of RFIs, and at any time requested by the Contracting Officer, Contractor shall furnish copies of the log showing outstanding RFIs. Contractor shall note unanswered RFIs in the log.

J. Contractor shall allow up to 14 days review and response time for RFIs, however, the Contracting Officer will endeavor to respond in a timely fashion to RFIs.

K. The Government reserves the right to issue a change order to expedite the work per FAR Clause 52.243-4, Changes.

4. <u>CONTRACTING OFFICER'S RESPONSE TO RFIs</u>:

A. Contracting Officer will respond to RFIs on one of the following forms:

- 1. Proper RFIs:
 - a. Change Order
 - b. Request for Proposal
- 2. Improper or Frivolous RFIs:
 - a. Unprocessed RFIs will be returned with a stamp or notation: Not

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Reviewed.

3. Answers to properly prepared RFIs may be made directly upon the RFI form with supplementary instructions as necessary.

SECTION 01 31 19 PROJECT MEETINGS

1. <u>LOCATION</u>: Project meetings will be conducted either on-site or with a conference call. The following meetings may be held:

1.1 Pre-Construction Conference: After award of a contract, the Coast Guard will arrange a conference with the contractor, and necessary Coast Guard personnel. The purpose of this conference is to orient the Contractor to Government procedures for wage rates, contractual and administrative matters, and to discuss specific issues regarding actual construction.

1.2 Progress and Technical Review Meetings: These meetings generally take place at the project site. Either party may request a meeting to review the progress of the project and/or review or clarify the technical requirements of the specifications.

SECTION 01 32 16 CONSTRUCTION SCHEDULE, SCHEDULE OF VALUES, AND PROGRESS SCHEDULE

1. In accordance with the Notice to Proceed letter, the Contractor <u>shall</u> submit the following:

a. Construction Schedule-This schedule shall be prepared using a horizontal bar graph with time scale. It shall be in an industry accepted Project Management format and shall accurately display:

1. All major categories of work to be performed within the required contract completion date broken out in sufficient detail to track progress throughout the life of the contract. Major work categories should include but are not limited to mobilization, carpentry, plumbing, mechanical, electrical, roofing, concrete, site work, and demobilization. In addition to construction activities, procurement times for critical items, submittal turnaround time, mobilization, final inspection, punchlist work, and demobilization shall be shown on the schedule.

- 2. The duration of each work category.
- 3. Any concurrent work categories.

b. Schedule of Values-This schedule shall be prepared as a **detailed** cost breakdown of the contract price and be submitted with the Construction Schedule. This schedule shall include but not be limited to costs of materials, equipment, and labor for all major work categories shown on the Construction Schedule. The Contractor shall adhere to the following guidelines when developing the Schedule of Values.

1. Format - The line items in the Schedule of Values shall be the same as that of

P/N 6849424 Page 14 of 26 the Construction Schedule.

2. Bonds - Bonding costs will only be paid in a lump sum if they are broken out separately and included with the schedule of values. The Contractor shall provide evidence that he has furnished full payment to the surety.

3. Materials - To request progress payments for materials delivered to the construction or fabrication site, the particular category of work associated with the materials must be broken down into separate material and labor costs.

2. <u>UPDATES</u>: **Each month and /or with each progress payment request,** the Contractor **shall** submit the following:

a. **Progress Schedule**-This schedule shall be an update of the Construction Schedule. It shall show the current schedule of all work.

 Modifications - If modifications are made to the contract, the work added shall be tracked separately from the original Construction Schedule and shall maintain its individuality on the Progress Schedule throughout the life of the contract. Progress Payment requests shall not lump modification costs into the original contract price.

SECTION 01 32 26 CONSTRUCTION DAILY REPORTS

1. <u>GENERAL</u>: The Contractor shall complete a Daily Report for each and every day after mobilization. The importance of an accurate, fully detailed Daily Report, promptly delivered to the designated On-Site Representative cannot be overemphasized. The report shall provide an accurate cumulative summary of the history and performance of the work. The Daily Report shall document weather; work hours; work in-place; inspections and tests conducted, and their results; dimensional checks; equipment and material checks; data on workers by classification; the mobilization and demobilization of construction equipment; materials delivered to the site; and any other pertinent noteworthy event; e.g., personnel injury, site visit by Coast Guard personnel, etc.

2. <u>RESPONSIBILITY</u>: The Daily Reports play an important role in settling disputes and claims for both parties. For this reason the On-Site Representative and the Contractor's Superintendent, together, should review the report to ensure its completeness and accuracy. Each day's report shall be submitted to the On-Site Representative no later than 10:00 a.m. the following morning. The maximum allowable retainage will be enforced for late, sporadic or non-submission of Daily Reports. In the absence of an On-Site Representative the Contractor shall mail the Daily Reports directly to the Contracting Officer every Friday. Should the Daily Report indicate an accident, environmental issue, OSHA violation or any crisis the On-Site Representative deems important, the Report should be faxed immediately to the Contracting Officer at (216) 902-6278.

3. <u>DESIGNATED ON-SITE REPRESENTATIVE RESPONSIBILITY</u>: After a Notice to Proceed for site work has been issued the On-Site Representative shall complete a Daily Report for each day until the Contractor mobilizes. After the Contractor is at the site, the On-Site

Representative shall ensure that the Contractor completes the Daily Report in accordance with Paragraphs 1 and 2 above. Any items of dispute or other notes the On-Site Representative feels appropriate shall be added to the Daily Report. The On-Site Representative is also responsible for informing the COR when the contractor fails to submit daily reports.

SECTION 01 33 00 SUBMITTAL PROCEDURES

1. <u>GENERAL</u>: The Contractor shall submit to the Contracting Officer (4) hard copies and one CD-ROM (unless specified otherwise) of submittals required by this specification and/or itemized on the "List of Submittals" found at the end of this division.

2. <u>REQUEST</u>: A "CONTRACT ITEM ACCEPTANCE REQUEST" shall accompany all submittals. All items shall be individually listed and clearly identified, referencing the applicable Section and Paragraph. A copy of this form is located at the end of this division and may be reproduced as needed.

2.1 Up to eight (8) items may be listed on an individual acceptance request. Number each Contract Item Acceptance Request consecutively (*Submittals # 1, 2, etc.*) and re-submittals with letters (*Submittal #1A is the first re-submittal of Submittal #1*).

2.2 Submittals shall be forwarded to the Contracting Officer. The contractor <u>shall allow 14</u> <u>calendar days</u>, excluding mailing time, for the review process in the Construction Schedule and all project planning. In instances where submittal review must be expedited, the Contractor may annotate the Contract Item Acceptance Request as "Urgent" and provide a FAX number for prompt return. The Coast Guard will make every effort to accelerate the review of each urgent submittal; however, the Contractor should not anticipate a reduced time schedule and shall plan project progress accordingly.

3. <u>ACCEPTANCE</u>: Submittals will be stamped "Accepted," "Accepted with Comments," or "Resubmit". Acceptance, Acceptance with comments or Resubmit for each item will be indicated on the Contract Item Acceptance Request form and one copy returned to the Contractor.

3.1 **Prompt re-submittal of items is required.** The Contractor shall furnish a new Contract Item Acceptance Request numbered in accordance with the requirements of paragraph 2.1.

4. <u>DEFECTIVE WORK</u>: Acceptance of Submittals **does not** restrict the Government's right to reject departures from contract requirements, use of damaged or improperly installed items/materials, or latent defects, nor does it prejudice the Government's rights of rejecting any work found defective at Final Inspection and Acceptance.

4.1 Work started or completed prior to submittal acceptance is **solely** at Contractor's risk and may jeopardize contract performance.

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4.2 The USCG will send a certified STI/SPFA Aboveground Tank Inspector to the site to inspect and verify the tank, vents, gauges, alarms, appearances and dispensers are provided and installed in accordance with the STI Standard SP001. The Contractor will be responsible to correct any violation(s) or deficiencies discovered at no cost to the Government.

SECTION 01 35 29 SAFETY PROGRAM

1. <u>GENERAL</u>: The Contractor is wholly responsible for work site safety. The Contractor shall implement a safety program that protects the lives and health of personnel in the construction area, prevents damage to property, and avoids work interruptions. The Contractor shall provide appropriate safety barricades, signs, signal lights, etc. (see Section 01 56 00, "<u>Lights, Signs & Barricades</u>") as well as complying with the requirements of all applicable Federal, State and Local safety laws, rules and regulations.

2. <u>COMPLIANCE</u>: The Contractor is specifically required to comply with the requirements of the U. S. Army Corps of Engineers "Safety and Health Requirements Manual" (EM 385-1-1, *latest version available*) and the "Accident Prevention" clause (FAR 52.236-13). Once accepted, this safety plan shall become part of the contract requirements. *Note: This review/acceptance does not in any way relinquish the Contractor from responsibility for work site safety nor the obligation to comply with the OSHA regulations found in 29 CFR 1910 & 1926 or any other State or Local safety law, rule or regulation applicable to the contract work. The Coast Guard will cooperate fully with the Department of Labor (Occupational Safety and Health Administration) in their enforcement of OSHA regulations.*

3. <u>SAFETY PLAN</u>: The Contractor **shall submit a written safety plan.** At a minimum, this plan shall describe the Contractor's general safety program and identify specific safety provisions for hazards incidental to the contract work; e.g., elevated working surfaces, working over water, working from floating work platforms, overhead crane operations, etc.

SECTION 01 51 00 TEMPORARY UTILITIES

1. <u>GENERAL</u>: All temporary utility connections shall be compatible with existing materials and equipment to provide safe and efficient installation, operation and removal.

2. <u>ELECTRICITY AND WATER</u>: Electrical power and water are available on the site. The Contractor will be permitted to utilize these utilities in performing the work, provided that the existing systems are not overloaded. The Contractor is responsible for installing and removing all connections to existing systems and shall ensure work and materials are in accordance with local codes. The use of the electricity shall be limited to tools that can be operated on 60 Hertz, single phase, 20 ampere, 120 volt circuits.

3. <u>TELEPHONE</u>: Telephone services will not be available for use by the Contractor.

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4. <u>WATER HOOKUP</u>: All connections to the water system shall be equipped with back flow protection. Temporary potable water pipes and hoses shall be sterilized before being placed in operation and every time the system is opened to the atmosphere for repair or relocation.

5. <u>SANITARY FACILITIES</u>: It shall be the Contractor's responsibility to furnish and maintain approved portable toilet facilities for all Contractor personnel. The On-Site Representative will designate the physical location for the facility and the Contractor shall maintain the toilet facility to the satisfaction of the Government. Contractor personnel are forbidden to use toilet facilities within existing buildings.

SECTION 01 51 13 EQUIPMENT/UTILITY LOCKOUT AND TAGOUT REQUIREMENTS

1. <u>GENERAL</u>: The Contractor shall comply with OSHA 29 CFR 1910.147, "The Control of Hazardous Energy" (Lockout/Tagout). The Contractor shall provide a Lockout/Tagout Plan to the Contracting Officer prior to starting any work affected by the energy in the equipment/utility system.

2. <u>APPLICATION</u>: The Contractor shall be responsible for locking out and tagging out of service, all equipment/utility systems involved in the work under this contract. After the Contracting Officer's Representative has approved an outage, Government personnel and the Contractor shall independently secure the equipment/utility system and tag the respective system out of service. The Contractor shall provide their own locks and chains that are required to secure the equipment/utility systems; e.g., steam, water, air, and/or electricity.

SECTION 01 51 16 TEMPORARY FIRE PROTECTION

1. <u>TEMPORARY FIRE PROTECTION</u>: Install and maintain temporary fire-protection facilities to protect against predictable and controllable fire loss. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".

1.1 Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher at each floor stairwell and one at each building construction opening for personnel egress.

1.2 Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fireprotection facilities, stairways and other access routes for fighting fires.

1.3 Provide independent supervision of welding, flame cutting and other open flame work. Provide each fire supervisor with an appropriate fire extinguisher.

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1.4 Provide training for all personnel on-site in the proper operation of each type of fire extinguisher provided. Provide all personnel with the proper notification procedure to summon the local fire department or emergency medical service.

1.5 There shall be NO SMOKING or unsupervised open flame permitted inside any structure, temporary or permanent; nor within 25 feet of combustible material or within 50 feet of flammable liquids or compressed gasses.

1.6 No welding or hot work shall be performed in the hangar without prior authorization and coordination with Coast Guard personnel to prevent unintended activation of fire suppression system.

SECTION 01 55 00 ACCESS ROADS AND PARKING

1. <u>ACCESS</u>: Access to the site is available from public roads. Any damage to these roads by the Contractor's vehicles shall be repaired without cost to the Government.

2. <u>PARKING</u>: Vehicular operations and parking shall comply with all applicable government orders and regulations. All driveways and entrances serving the Government shall be kept clear and available to emergency vehicles at all times.

3. <u>VEHICLE AND VEHICLE OPERATION</u>: All vehicles, owned by the Contractor or employees of the Contractor, and operators of these vehicles, shall meet all state regulations for safety, noise, loading and minimum liability insurance. All vehicle operators demonstrating reckless or careless operation in the opinion of the Government shall not be allowed to operate vehicles on government property for the duration of the contract.

4. <u>VISITORS</u>: No visiting vehicles will be permitted on government property unless the operator is employed by a subcontractor or supplier.

SECTION 01 55 29 STAGING AREAS AND ACCESS

1. <u>LOCATION</u>: The Contractor shall store materials and operate equipment within the confines of the staging area identified by the Government. Storage of materials outside of the staging area will not be permitted.

2. <u>COORDINATION</u>: Two weeks prior to construction, the Contractor shall contact MK1 Joel Gibney, USCG Station Oregon Inlet Engineering Petty Officer, at (252) 441-6260.

3. <u>ADJACENT AREAS</u>: The Contractor shall ensure that all land and vegetation adjacent to the staging area and access drive remain undisturbed and undamaged; all damages shall be

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repaired at no cost to the Government.

SECTION 01 57 23 POLLUTION CONTROL

1. <u>VOLATILE ORGANIC COMPOUND (VOC) REGULATIONS</u>: Contractors are required to comply with local, state and federal VOC compliance laws and regulations in the foregoing order of precedence. In order to comply with the provisions of the Clean Air Act, each state must have a State Implementation Plan. Some contractors may be required to abide by the provisions of a Title V Permit. Some contractors may be required by state or local law to operate under the terms of a Compliance Plan to reduce VOC Emissions.

1.1 In accordance with the Notice to Proceed Letter, the contractor will submit copies of any local, state or federal implementation plans, permits or compliance plans required/applicable to the use/application of VOCs at contractor's facility or offsite work places.

1.2 If no local, state or federal implementation plans, permits or compliance plans are required/applicable to the use/application of VOCs, then the contractor shall submit to the designated Contracting Officer a letter, notarized under oath, that such documents are not required.

1.3 If the use of paint is required the contractor shall submit to the Contracting Officer and in accordance with the Notice to Proceed Letter, certificates, specifications or manufacturing data verifying the VOC rating.

2. <u>SPILL RESPONSE PLAN</u>: The Contractor shall submit a Spill Response Plan covering all regulated materials brought to the site for execution of work and all wastes generated as a result of the work to the Contracting Officer. The plan shall include, at a minimum, the following: types and quantity of all substances covered under this plan; the reportable quantity (RQ) for each substance; the on-site storage location of each substance; the Contractor's spill response equipment, if applicable; procedures to be followed for responding to a spill, including initial responses to be taken; procedures to be followed in reporting a spill, including the names and telephone numbers for all federal, state, and local agencies/authorities to be notified; and the name, address, and telephone number (work, home, cell and pager) of all Contractor response and media relations personnel.

2.1 In the event of a spill or release, the Contractor shall be responsible for immediate implementation of the spill response plan and restoration of the site to pre-spill condition at no cost to the Government. The Contractor shall also immediately notify the Contracting Officer to coordinate further notifications.

SECTION 01 65 00 RECOVERED MATERIALS NOTICE

P/N 6849424 Page 20 of 26 1. <u>GENERAL</u>: It is the intent of CEU Cleveland to comply with the requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (RCRA or the Act) as amended, 42 U.S.C. 6962 and Executive Order 12873 as they apply to the procurement of the materials designated in paragraph 2.

2. <u>DESIGNATED RECOVERED MATERIALS</u>: It is the purpose of this section to designate items that are or can be made with recovered materials. These designated items can be found at <u>http://www.epa.gov/epaoswer/non-hw/procure/products.htm</u>.

3. <u>CONTRACTOR RESPONSBILITY</u>: The contractor should provide recycled materials to the extent practical, provided the materials meet all other requirements of the applicable specification section.

SECTION 01 66 13 HAZARDOUS WASTE

1. <u>GENERAL</u>: The Contractor shall comply with all federal, state, and local environmental regulations dealing with the generation, management, storage, and disposal of solid, toxic, and hazardous wastes. The Contractor shall ensure that all wastes are properly containerized, labeled and placarded, managed, tested, stored, documented/manifested, transported and disposed of in accordance with all applicable regulations.

2. <u>USED ELECTRIC LAMPS</u>: 40 CFR 273 requires that electric lamps, including incandescent, fluorescent, neon and high intensity discharge (mercury vapor, high/low pressure sodium, metal halide) lamps that are no longer of use be recycled or treated as hazardous waste. The Contractor shall not dispose of any used electric lamps as solid waste. The Contractor shall recycle all waste electric lamps generated as a result of this work only at a licensed recycling facility.

3. <u>METALS</u>: Unless noted otherwise, scrap metal shall not be landfilled or treated as hazardous waste. Recycle all scrap metal by smelting or any other acceptable recycling process. Scrap metal includes ductwork, light fixture housings, pipe, mechanical and electrical equipment, doors and frames, etc.

4. <u>SUBMITTALS</u>: The Contractor shall provide the Contracting Officer with signed and fully executed originals of all hazardous waste profiles, test results, hazardous waste manifests and/or other shipping papers, electric lamp disposal documents and all other required documentation. Maximum payment retention shall be withheld until this documentation is received.

SECTION 01 66 16 SAFETY DATA SHEETS AND MATERIAL HANDLING PROCEDURES

1. <u>DATA SHEETS</u>: Submit a Safety Data Sheet (SDS) for all materials containing

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hazardous substances required for contract execution. Information provided in SDS's shall meet the requirements of 29 CFR 1910.1200. SDS's require Contracting Officer review and acceptance prior to bringing these materials on site.

2. <u>MATERIAL STORAGE</u>: Limit the quantity of these materials stored on site to the amount needed for execution of work. Storage of excess materials will not be permitted. Assure that the storage of these materials comply with all applicable federal, state, and local laws and regulations and provide additional storage facilities (paint lockers, etc.) as required for the storage of such materials. Coordinate the physical location of storage areas with the On-site Representative prior to bringing these materials on site.

3. <u>PROTECTIVE MEASURES</u>: The contractor shall take all protective measures outlined on the SDS's and as required by federal, state, and local regulations to protect all personnel in the vicinity of the work area from exposure to these materials. The Contractor shall include any required protective measures in the Safety Plan (See Section 01 35 29, "<u>Safety Program</u>"). The Contracting Officer's Representative shall review protective measures prior to allowing use of these materials.

4. <u>DISPOSAL OF EXCESS MATERIAL</u>: The Contractor shall dispose of all excess hazardous materials as required by the SDS and all applicable federal, state, and local laws and regulations.

SECTION 01 74 00 GENERAL CLEANUP & SITE RESTORATION OF WORK AREAS

1. <u>GENERAL</u>: The Contractor shall remove and properly dispose of all trash and debris incidental to the contract work from the limits of government property, as well as all adjacent affected areas. The Contracting Officer shall determine the extent and interval of these cleanups.

2. <u>WORK AREA CLEANUP</u>: At the end of each day the entire work area and all adjacent affected areas shall be thoroughly cleaned by removing all trash, debris, dust, etc. caused by the contract work. Any floor, wall or ceiling surfaces that may have been stained or soiled by the contract work shall be restored to pre-construction condition.

3. <u>POST CONSTRUCTION CLEANUP</u>: Upon completion of the job, the Contractor shall clean up the job site, returning it to a state of cleanliness equal to or exceeding that in which it was found. The Contractor shall properly dispose of any trash, extra materials, dirt, debris, or other litter that remains. If the job site appearance is not to the satisfaction of the Contracting Officer's Representative, final acceptance will not be approved.

SECTION 01 78 00 AS BUILT DRAWINGS

1. <u>GENERAL</u>: Maintain one full size set of contract drawings to record variations from the

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original design. All deviations shall be neatly and clearly marked in RED on these drawings to show work and/or materials actually provided. As Built drawings shall be **updated** as work progresses and kept at the work site for the duration of the contract. These drawings shall be available for Contracting Officer Representative review upon request.

2. <u>DISCOVERED UTILITIES</u>: Indicate the exact location of any **underground utility lines discovered in the course of the work** on the As-Built drawings.

3. <u>PERMITTED VARIATIONS</u>: As Built drawings shall reflect the actual construction and materials provided when alternative materials or work methods are allowed in the specifications and/or drawings or if the scope is altered by award of bid items, subsequent changes or modifications.

4. <u>STANDARDS</u>: Variations shown on As Built drawings shall be neat, clear and conform with standard drafting practices. Mark-ups shall include supplementary notes, legends, and details necessary to convey the exact representation of construction actually provided. To comply with Computer Assisted Design (CAD) practices, only full size AS BUILT drawings are acceptable.

5. <u>SUBMITTAL</u>: Submit As Built drawings for Contracting Officer acceptance upon completion of the contract. Submit As Built drawings in Auto-CAD format (CD-ROM) and one hard copy full-size drawing set. **Final payment will not be completed until all required As-Built drawings are accepted.** Maximum retention shall be withheld for late or incomplete As Built drawings.

SECTION 01 78 23 OPERATING INSTRUCTIONS AND TRAINING

1. <u>MANUALS</u>: Upon completion of the work, but before the work is accepted by the Government, the Contractor must forward two complete bound sets of instructions, tabbed and identified for reference, for all equipment and/or systems provided under this contract. The instructions shall include component parts, manufacturer's certificates, warranty slips, parts lists, descriptive brochures, and manufacturer's maintenance and operating instructions.

2. <u>TRAINING</u>: The Contractor shall provide two hours of training, which shall explain to the Government's personnel all procedures necessary to operate and maintain all equipment and systems on a continuing basis. A verification of training shall be provided.

LIST OF SUBMITTALS

-			KEY	GENERAL USE COLUMN
-	1.2.1.2	Site Survey Report	X	
	1.2.2.1	35% Design Development Submittals	Х	
	1.2.2.2	65% Design Development Submittals	X	
	1.2.2.3	100% Design Development Submittals	Х	
01 14 14	1	Pre-Con Site Conditions		
01 32 16	1.a	Construction Schedule		
	1.b	Schedule of Values		
	2.a	Progress Schedule		
01 35 29	3	Safety Plan		
01 51 13	1	Lockout/Tagout Plan		
01 57 23	1.1	State Implementation Documentation		
	1.2	Notarized Letter		
	1.3	VOC rating documentation		
	2	Spill Response Plan		
01 66 13	4	Hazardous Waste Documents		
01 66 16	1	SDS		
	3	Protective Measures		
01 78 00	5	As-Built Drawings	Х	
01 78 23	1	Operating Instructions		
	2	Verification of Training	Х	

CONTRACT ITEM ACCEPTANCE REQUEST

Contract Number: HSCG83-Contract Specialist: Contractor Name: DO/TO: HSCG83-Project Number:

URGENT	YES	NO	(if yes) CONTRACTOR FAX #:	
Submittal #	ŧ		Job Location:	

<u>NOTE</u>: Contractor must mark Deviation column if submittal deviates from contract requirements

Item No.	Spec Section and Paragraph	Description of Material Include Type, Model #, Manufacturer, Etc.	Deviation	Status

STATUS ABBREVIATION GUIDE:

AC - Accepted AC w/ CMT - Accepted with Comment R-Resubmit **Comments**:

Typed Name & Title	Signature	Date	

NOTE: Review and acceptance of submittals by the Government is intended to verify general conformance with the design intent as shown on the contract drawings and in the specifications. Acceptance by the Contracting Officer's Representative does not relieve the Contractor of responsibility for any errors and/or omissions in the submittals, nor from the responsibility for complying with the requirements of the contract, except with respect to variations described and approved in accordance with FAR 52.243-4 CHANGES.