STATEMENT OF WORK
COURTESY DOCK INSTALLATION
U.S. ARMY CORPS OF ENGINEERS
B. EVERETT JORDAN DAM AND LAKE
POE'S RIDGE BOAT RAMP
935 JORDAN DAM ROAD
MONCURE, NC 27559

1. GENERAL

1.1 SCOPE OF WORK

The Contractor shall supply, deliver, and install a new courtesy dock at Poe's Ridge Boat Ramp in Moncure, North Carolina.

(See **Exhibit A** for aerial view of work site)

The Contractor will provide all labor, quality control, supervision, transportation, equipment, fuel, and tools required to complete the courtesy dock installation in accordance with the specifications listed herein.

1.2 LOCATION

Work associated with this contract will be performed at Poe's Ridge Boat Ramp. The area is owned and managed by the U.S. Army Corps of Engineers, Wilmington District, and is in the town of Moncure, North Carolina.

Poe's Ridge Boat Ramp Physical Address:
935 Jordan Dam Road
Moncure, NC 27559

1.3 EXISTING SITE CONDITIONS

There is an existing gangway and 12' x 20' courtesy dock attached to a concrete bulkhead on the shoreline. <u>The gangway, courtesy dock, and cables will be removed by the Government prior to the commencement of work.</u>

1.4 PERIOD OF PERFORMANCE

The Contractor shall commence work under this contract within **THIRTY (30**) days of the issuance of the Notice to Proceed (NTP). All work shall be completed within **NINETY (90)** days of the issuance of the Notice to Proceed.

1.5 PRE-BID SITE VISIT

A formal site visit will be scheduled by the Contracting Officer for interested bidders during the

solicitation period.

1.6 DEFINITIONS

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

A. **CONTRACTOR** - The "Contractor" is the individual whose bid was accepted by the U.S. Army Corps of Engineers and who has gained the responsibility of performing the duties governed by the specifications of this contract. The Contractor shall be responsible for ensuring that all Sub-Contractors comply with the provisions of this contract.

B. **SUB-CONTRACTOR –** One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the Sub-Contractor.

C. **CONTRACTOR REPRESENTATIVE** - A foreman or superintendent, assigned to represent the interests of the Contractor with regards to all matters involving the contract. The individual will be able to speak and understand English fluently.

D. **CONTRACTING OFFICER (CO/KO)** - The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer of civilian employee who is properly designated Contracting Officer, and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of their authority.

E. **CONTRACTING OFFICER'S REPRESENTATIVE (COR)** - An individual designated in writing by the Contracting Officer, responsible for inspecting the Contractor's work, notifying the Contractor of deficiencies observed, and directing appropriate action to correct deficiencies. The COR performs acceptance for the Government of services performed under this contract.

F. **DEFICIENCY / DEFECTIVE SERVICE -** A service output that does not meet the standard of performance associated with the Scope of Work (SOW).

G. **KEY PERSONNEL AND/OR SUB-CONTRACTOR** – Contractor or Sub-Contractor personnel that are submitted as part of the Contractor's RFQ's quote submission, evaluated as part of the Contractor's quote during pre-award evaluation and review process **shall be required to be used during the entire performance period of all services as contained in the SOW.** Any changes to key personnel or Sub-Contractors identified by a prime Contractor's technical proposal shall be approved by the Government in writing.

H. **QUALITY CONTROL** - The term "Quality Control" refers to action taken by the Contractor and/or their personnel to document, inspect, and control performance of services to insure they meet the specifications and requirements of this contract.

I. **QUALITY CONTROL PLAN (QC) -** An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

J. **QUALITY ASSURANCE** - The term "Quality Assurance" refers to action taken by the Government to ensure the Contractor's quality control system is functioning and effective and that the Contractor is providing services which are in accordance with the contract.

K. **PERFORMANCE REQUIREMENTS SUMMARY (PRS) –** Contains the Contractor service requirements and are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

1.7 SAFETY

All equipment used and work performed shall be in accordance with safety requirements set forth in the U.S. Army Corps of Engineers Manual EM 385-1-1 entitled Safety and Occupational Health Requirements Manual, current edition, which is available by downloading from:
https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

All Contractor operations shall be in compliance with this manual, and all other applicable federal and state laws. Corps inspectors have the authority to stop work due to safety violations.

Safety meetings shall be held daily at the beginning of each shift to discuss the day's activities, review the AHA for the activities, and discuss safety issues from the previous day's work. The safety meeting shall be documented on SAW Form 4 (to be provided post award) and provided to the COR every Monday morning. The COR shall be a part of the safety meeting either in person or by phone.

The Contractor performing a definable feature of work (DFOW) necessary for completion of the contract shall prepare and submit an AHA (reference ENG Form 6206) for each DFOW for review and acceptance by the Contracting Officer or their Designated Representative. The AHA is a documented risk management process by which the steps required to accomplish a work activity/task are outlined and the actual/potential hazards and controls are identified. Each work activity/task shall include a Risk Assessment Code (RAC). ENG Form 6206 may be utilized for the AHA. Similar tools are Job Hazard Analysis (JHA) and Job Safety Analysis (JSA). Review of AHAs will be conducted by the COR/CDSO and the Safety Office and may be submitted as part of the APP.

The Contractor shall submit a Monthly Exposure Report by the fifth (5th) of the month for the previous month. The report is a compilation of employee-hours worked each month for all site workers, both prime Contractors and Sub-Contractors. Monthly Exposure Hours shall be submitted using the Monthly Exposure Hour Report Form.

The following requirements from the safety manual are applicable to this contract, but may not be all-inclusive:

1. Hard hats complying with ANSI Type I or II, Class G or E Z89.1 and high visibility apparel complying with ANSI/ISEA 107, Class 2 requirements shall be worn by all workers on the job site.

2. Safety toe boots are required. Boots shall comply with ASTM F2412 and F2413

3. Every person operating machinery and mechanized equipment, drilling equipment, ATVs, UTVs,

or specialty vehicles must be properly trained, qualified by license, certificate, or permit, and designated by the employer in writing to operate such equipment.

4. Personal Flotation Devices are required for personnel working over or adjacent to water (wherever there is a drowning hazard). USGS approved Type III or better.

5. This project requires at least two workers on site to be certified in First Aid and CPR.

1.7.1 ACCIDENT PREVENTION PLAN

Within fifteen (15) calendar days of award, the Contractor shall submit an Accident Prevention Plan (APP) in accordance with Chapter 2, Paragraph 2-7.b of EM 385-1-1, using ENG Form 6293, Accident Prevention Plan Worksheet. APPs will be reviewed by the COR and the review will be completed within 10 days after submission. Acceptance of this plan shall be obtained before starting work. Written Programs that may be required as part of the Accident Prevention Plan.

1. Exposure Control Plan
2. Hearing Conservation Program (if hazardous noise is expected to occur)
3. Hazard Communication Plan
4. Thermal Stress Management Plan
5. Assured Equipment Grounding Conductor Program (not required if GFCI is utilized)
6. Standard Lift Plan (if load handling equipment is utilized)

The APP shall interface with the Contractor's overall safety and health program, and the Contractor shall include any portions referenced in the APP in the applicable APP element and made site specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the Sub-Contractors.

Contractors shall be responsible for informing their Sub-Contractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one crew from interfering with or creating hazardous working conditions for other crews, and inspecting Sub-Contractor operations to ensure that accident prevention responsibilities are being carried out.

Per paragraph 19-3.b of EM 385-1-1, contractor(s) that plan to operate a motorboat will be required to complete a boating safety course and provide a certificate to the COR.

1.7.2 ACCIDENT REPORTING

<u>Initial Accident Notification (IAR)</u>

(1) Notify the Contracting Officer or their Designated Representative as soon as practical, but no more than eight hours after fatalities, in-patient hospitalization, amputation, eye loss or property damage of $600,000 or more. All other accidents require initial notification as soon as possible, but not later than 24 hours. The Contractor is responsible for obtaining appropriate medical and emergency assistance and for notifying fire, law enforcement, and regulatory agencies. These accidents must be investigated in depth to identify all causes and to recommend hazard control measures.

(2) The notification shall include the following: Contractor's name; Contract title; type of Contract; name of activity, installation, or location where accident occurred; date and time of accident; names of personnel injured; extent of injury, if known; extent of property damage, if any, and a brief description of the accident (for example, type of construction equipment used, and PPE used. For serious accidents noted above, preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. The Contractor shall assist and cooperate fully with the Government's investigation of accidents. Initial notification may be by email, telephone or by ENG Form 3394, Mishap Notification and Investigation.

Final Accident Report (FAR)

(1) A FAR shall be submitted to the Contracting Officer or their Designated Representative as soon as practical, but not more than seven days after the accident.

(2) The FAR shall be submitted on ENG Form 3394, Aug 2021, Mishap Notification, and Investigation. The Contracting Officer will provide copies of the form.

(3) Conduct an accident investigation into any load handling equipment accident (including rigging accidents) to establish the root cause(s) of the accident. Do not proceed with crane operations until cause is determined, and corrective actions have been implemented to the satisfaction of the Contracting Officer. The Contractor shall complete the Final Accident Report blocks on the form. The Contracting Officer will provide copies of the form.

Near Misses

Notify the Contracting Officer their Designated Representative as soon as practical but no more than twenty-four hours after a near miss. Complete all applicable parts of ENG Form 3394, Near Miss Report and submit to the Contracting Officer within 7 days of occurrence. The Contracting Officer will provide copies of the form. A near miss is an incident that does not result in personal injury, property damage, or damage to the environment.

1.7.3 SITE SAFETY AND HEALTH OFFICER REQUIREMENT

This project requires a Level 2 Site Safety and Health Officer (SSHO) with qualifications/training, experience, roles and responsibilities as outlined in Chapter 2 of EM 385-1-1. The SSHO should be designated on ENG Form 6282. A Competent Person for Fall Protection shall also be provided with qualifications/training, and experience as outlined in Chapter 21 of EM 385-1-1.

1.8 WORK REQUIREMENTS

The Contractor must comply with all current OSHA regulations and requirements contained in EM 385-1-1 US Army Corps of Engineers Safety and Occupational Health Manual. Materials shall be installed in accordance with the manufacturer's specifications, details, and workmanship requirements. The work site is within a public recreation facility that will remain open through the duration of work, so the Contractor shall take all necessary precautions to ensure the safety of the visiting public and government personnel.

1.9 NORMAL WORKING HOURS

Normal working hours for the Contractor shall be Monday through Friday (0730-1630) excluding Federal Holidays, unless otherwise specified, or as specifically approved in advance by the COR. No work on site other than specified shall be permitted without specific approval by the COR.

1.10 DAMAGE RESPONSIBILITY

The Contractor shall be responsible for any damage to Government or private property, facilities, structures, or landscape features occurring because of their operation. The Contractor shall be required to satisfactorily rectify notices of damage from the public and to protect the Government from claims resulting from damage caused by his activities and make immediate notification to the COR concerning said damage or injury to any person. In instances where contract employees damage government property and/or equipment, verbal notification shall be made by the next workday. A full written report of the incident and extent of such damage shall be submitted to the COR within 2 workdays (less weekends and holidays).

1.11 WARRANTY REQUIREMENTS

The Contractor will be required to provide a warranty for a period of no less than one year, effective from the date of project completion. This warranty will cover repairs due to defects in materials and workmanship, including issues that may arise due to improper installation methods, failure to follow industry standards, or damage caused by contractor error at no cost to the Government. The flotation and decking should have no less than a 5 year manufacturer warranty.

1.12 CONTRACTOR PERSONNEL

The COR may direct the Contractor to replace any employee(s) that the Contracting Officer or COR deems incompetent, careless, insubordinate, under the influence of intoxicating drugs, beverages, etc. or whose continued employment is deemed to be contrary to the public interest. The Contractor shall be responsible for the immediate replacement of any employee under the conditions identified above: in addition to any costs associated with the replacement of an unsuitable employee.

The Contractor shall be responsible for ensuring that its' employees strictly observe the laws of the United States, North Carolina, local counties where work is to be performed, and any other governing bodies which may affect the work to be completed under this contract. Contractors with non-English speaking workers shall have a person(s) fluent in English to be onsite while work is being performed.

2. DESCRIPTION OF THE WORK

2.1 CONTRACTOR NOTICE + SUBMITTALS

The Contractor shall provide a minimum one week notice to the COR prior to the commencement of work. This notice shall include providing a preliminary Work Schedule which shall include, but is not limited to, mobilization/demobilization activities, on site fabrication plans (if applicable), and dock and anchoring system installation.

The Contractor shall submit to the COR all manufacturer warranties of dock and gangway components no less than 24 hours prior to the commencement of work

2.2 COURTESY DOCK TECHNICAL SPECIFICATIONS

2.2.1 GANGWAY

- **Dimensions** – 4’ wide x 40’ long
- **Decking** – Skid-resistant aluminum decking
- **ADA Compliance** - Fully ADA-compliant, including continuous handrails on both sides
- **Land Connection** – Connected to the existing bulkhead using a 5th wheel hinge (swivel hinge) with a heavy-duty hinge plate at the land side connection point
- **Dock Connection** - Hinge plate installed at the dock side connection point. Compensation float(s) must be installed near the dock side connection point to ensure the gangway floats level at the exact height of the courtesy dock

2.2.2 COURTESY DOCK

- **Dimensions** - Minimum of 224 square feet, no less than 12’ in width, and no less than 20’ in length
- **Frame Construction** - Constructed of no less than 8”x2” – C-channel marine grade-aluminum. All frame corners shall have channel gussets and connections shall be fortified with backing plates
- **Decking** – Skid-resistant aluminum decking
- **Freeboard** – Dock freeboard shall be no less than 16” and no greater than 20” under dead load
- **Flotation units** - Pre-molded high density polyethylene shell (minimum wall thickness of 0.150 inches) with foamed-in-place polystyrene. Must be one-piece rotational-molded construction with reinforced walls, completely enclosed with no gaps or vents
- **Cleats** - Eight 8” (or greater) aluminum or stainless-steel cleats, with two placed at each corner
- **Edge Protection** - Continuous rubrail, black or white in color, shall be installed on all four sides with bumpers at each corner and secured to aluminum frame per manufacturer recommendations
- **Anchoring system** - Cable and winch anchor system mounted externally on the rear corners of the dock frame. Winches shall be heavy-duty brake or worm-gear winches (minimum 2,000 lbs pulling capacity)
- **Anchor cables** - Minimum 5/16” diameter Type 316 stainless steel cable of adequate length to adjust for lake level fluctuations, connecting to existing shoreline anchor points. Cable clamps shall be heavy-duty forged wire rope clips or swaged fittings

2.2.2.1 MULTI-SEGMENT DOCK REQUIREMENTS

These requirements apply strictly if the contractor provides multiple dock segments in lieu of a single continuous frame

- **Joint Connections** - Segments shall be connected using heavy-duty hinge systems or rigidly bolted together using flange plates

- **Hardware Sizing** - Hinge pins or connection bolts shall be a minimum of 3/4" diameter Type 316 stainless steel, utilizing locking nuts or cotter pins

- **Structural Integrity** - The multi-segment assembly must act as a single unit, maintaining the same freeboard uniformly without sagging at the joints

- **Decking Gaps** - Transitions between segments must not exceed a 1/2" gap. If joints dictate a larger gap, ADA-compliant aluminum transition plates must be installed

- **Flotation** - Flotation units must be positioned directly adjacent to joints to prevent sag

- **Edge Protection** - Rubrails must butt tightly at segment joints to cover exposed metal edges

2.2.3 GENERAL REQUIREMENTS

- **Structural Load Rating** - The gangway and dock shall be designed to support a minimum uniform live load of no less than 40 psf (pounds per square foot)

- **Material Grade** - All structural marine-grade aluminum shall be alloy 6061-T6 or 5086-H116. All welding shall conform to AWS D1.2 (Structural Welding Code - Aluminum)

- **Decking Style/Finish** - The aluminum decking style on the gangway must identically match the decking style on the dock. If the contractor opts for decking with a powder-coated finish, only neutral colors are permitted and must be explicitly approved by the COR prior to ordering and installation

- **Hardware/Fasteners** - All hardware must be Type 316 stainless steel unless otherwise recommended by the manufacturer. Nylon, Delrin, or Teflon washers must be utilized to isolate all stainless steel hardware from aluminum components to prevent galvanic corrosion

4. INVOICING AND PAYMENT

Payment will be made for the work which is completed to the satisfaction of all terms in this contract.

The Contractor shall submit to the Government an invoice for work completed under this contract to:
Jon.C.Bannerman@usace.army.mil

OR via mail to U.S. Army Corps of Engineers, B. Everett Jordan Lake, Attn: J. Bannerman, 2080

Jordan Dam Road, Moncure, NC 27559

Invoices must be submitted upon delivery/completion of the contracted services, the Contractor shall provide a copy of the invoice to the Point of Contact stated above through e-mail *(preferred)* *or* United States Postal Service (USPS). The Contractor shall also *ensure that the following items are included on the invoice*:

- Contract #
- Invoice #
- Company Name *(Must Match the Name on the Contract Document)*
- Invoiced line item(s) *(Must Match the Contract Line Item Numbers / e.g., 0001, 0002, etc.)*
- Small Business, Veteran Owned, or 8A *(Indicate on invoice, if applicable)*

5. ANTITERRORISM/OPERATIONS SECURITY

The Contractor shall adhere to the following conditions:

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

Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD

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

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

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

Exhibit A