

NRREAD

UNITED STATES MARINE CORPS  
Marine Corps Base  
Camp Lejeune, North Carolina 28542

6280/4  
NRREAD

11 May 87

From: Assistant Chief of Staff, Facilities, Marine Corps Base,  
Camp Lejeune  
To: Base Maintenance Officer, Marine Corps Base, Camp Lejeune  
Subj: CLEANUP OF SPILL OF NO. 6 RESIDUAL OIL AT BLDG 4151, TANK  
FARM INVOLVING ATC PETROLEUM, INC.  
Encl: (1) DirNRREAD ltr 6280/4 NRREAD of 17 Apr 87  
(2) ATC Petroleum, Inc. ltr of 28 Apr 87  
(3) Excerpts from DLA600-86-0004

1. This memorandum is in follow-up to enclosure (1). Enclosure (2) provides the subject contractor's denial of responsibility for the subject spill. It must be assumed that the requirements of enclosure (3) to allow the contractor the opportunity to clean up the spill have been satisfied. Enclosure (3) was provided by Base Purchasing and Contracting.

2. Accordingly, Base Maintenance Officer should proceed to clean up the spilled product and repair damage to the tank as soon as possible. Further, it is recommended you confer with Purchasing and Contracting and Natural Resources and Environmental Affairs Division Representatives and decide if a claim against the contractor should be pursued.

T. J. DALZELL

11/24/42

UNITED STATES MARSHAL SERVICE

WASHINGTON, D. C.

NOVEMBER 24, 1942

RE: [Illegible]

6280/4  
NREAD  
17 Apr 87

**From:** Director, Natural Resources and Environmental Affairs  
Division, Marine Corps Base, Camp Lejeune  
**To:** Assistant Chief of Staff, Logistics, Marine Corps Base,  
Camp Lejeune (Attn: Purchasing and Contracting Division)  
**Via:** Base Maintenance Officer, Marine Corps Base, Camp Lejeune

**Subj:** NO. 6 FUEL OIL SPILL

**Ref:** (a) FONECON btwn Base Fire Dispatcher and Sammy Gwynn,  
NREAD, on 15 Apr 1987

**Encl:** (1) Pictures of 15 April 1987 Oil Spill at S-4154  
(2) Excerpts from Bulk Fuel Contract

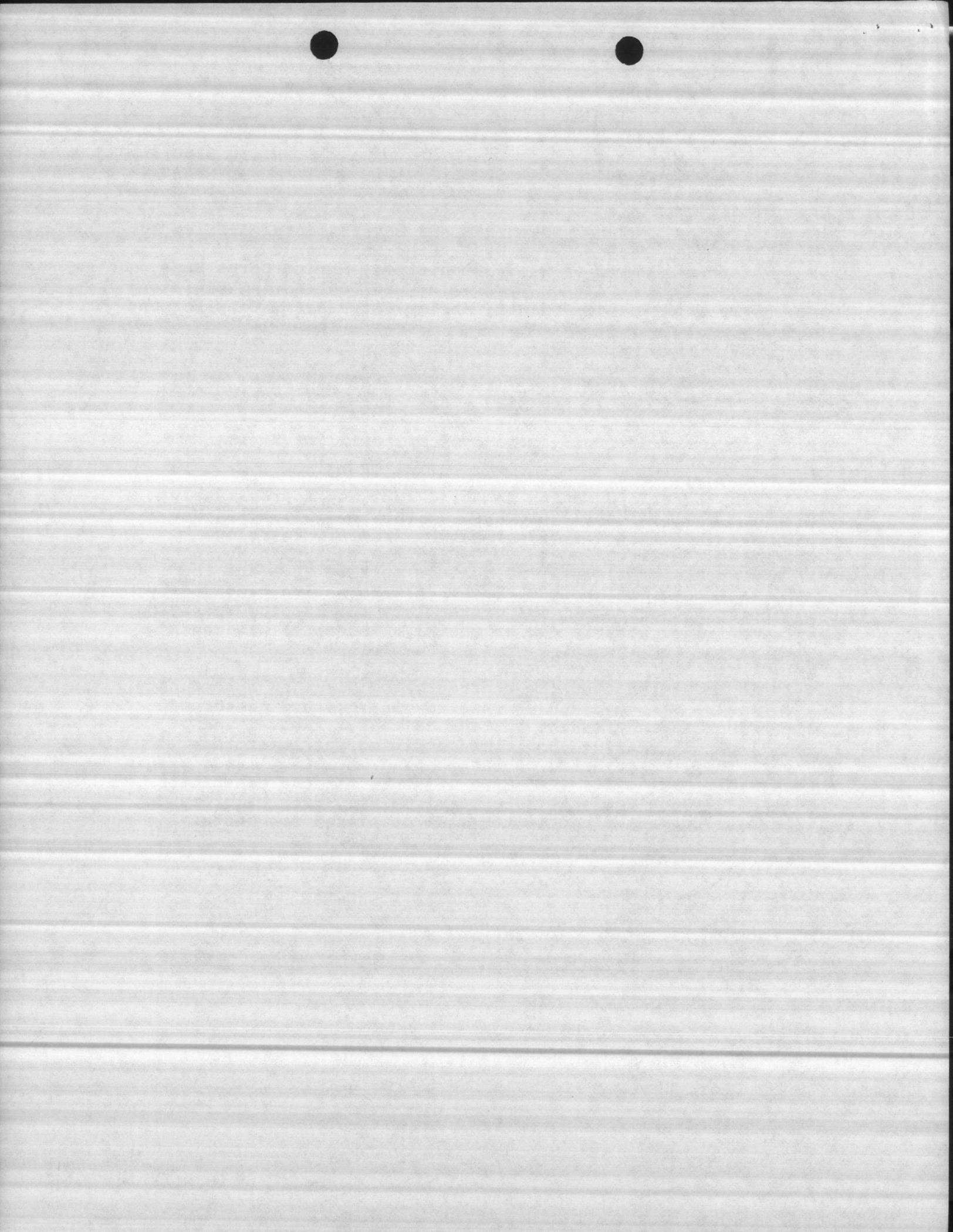
1. As per the reference, on 15 April 1987, at approximately 1607 pm, a fuel oil spill occurred at tank S-4154, MCAS, New River, see enclosure (1). An employee from ATC Petroleum Cooperation was refueling a 100,000-gallon tank with No. 6 fuel oil when approximately 50 gallons spilled from the top of the tank onto the ground. Based on information provided by Base Utilities personnel, the driver left the pumping operation unattended (i.e., sat in cab of truck). The spill was caused by contractor negligence.

2. It is requested that the contractor be given an opportunity per enclosure (2) to clean up spilled oil, restore disturbed area, and clean and repaint surface of tank. Removal and disposal of oil residue should be completed not later than 24 April 1987. Repainting of tank should be accomplished within a reasonable period for that type of work. If the contractor cannot or refuses to meet these requirements, Base Maintenance will make repairs and contractor will be billed for costs.

JULIAN I. WOOTEN

Copy to:  
AC/S FAC

ENCLOSURE (11)



# ATC PETROLEUM, INC.



April 27, 1987

Ms. Pat Parker  
Contracting Division  
Camp LeJeune  
P. O. Box 8368  
Camp LeJeune, North Carolina 28542



Dear Ms Parker:

With regard to the recent incident of tank overflow of No. 6 Residual Oil at your Bldg. 4151 tank farm, I have visited the site and reviewed the circumstances of this incident in the company of our Carrier Owner, Mr. Lloyd Caylor of Tidewater Fuels.

We regret the incident very much, but I must deny any responsibility for this situation on the part of both ATC and our Carrier.

My on-site review of the circumstances reveals that all normal and required procedures were performed by the Carrier as they have routinely done for quite some time. Before unloading, the Carrier's Driver stopped at Bldg. 4151, presented the Operator on duty with the loading ticket indicating the number of gallons to be unloaded, and was given clearance to proceed. He then drove to the unloading area, some distance away, and began delivery. I am told that it was raining at the time, and oversight of the tank farm, given the distance, the trees in between, and the weather, would have been difficult.

It is not a function of the Carrier, nor is he authorized to manipulate valves in the tank farm area, which might have allowed product to be safely delivered into alternate tankage. He must rely on the Duty Operator's advice that he can off-load the full amount ordered. In this instance, the Driver had no indication from anyone at the site that full delivery could not or might not be accomplished. The overflow was apparently detected by your Operator at some point who caused the Driver to cease unloading while there was some 1000 gallons remaining on the truck.

Apparently, a contributing factor to this occurrence is the receipt at this site of quantities of oil from a government facility in Norfolk, which is kept in segregated storage - thereby resulting in a disruption in the flow of purchased No. 6 at off-loading from the norm. As I understand it product normally would flow - or simultaneously fill - three tanks, and this is now restricted to flow into two tanks. Flow rate from Tank 3 is slower than equalizing flow into other tankage from this one, so a higher possibility of overflow of Tank 3 would-exist if this tank level is already abnormally high. This may have been the case on the date of the overflow.

Once given clearance to unload, I see no way the Driver could have known that an overflow was possible. He has to rely on the advice of the Operators and plant personnel that the site can receive the quantity ordered. Again, I regret the accident, but do not feel that we or our Carrier are responsible.

Sincerely,

*J. E. Lanier*  
J. E. Lanier, General Manager

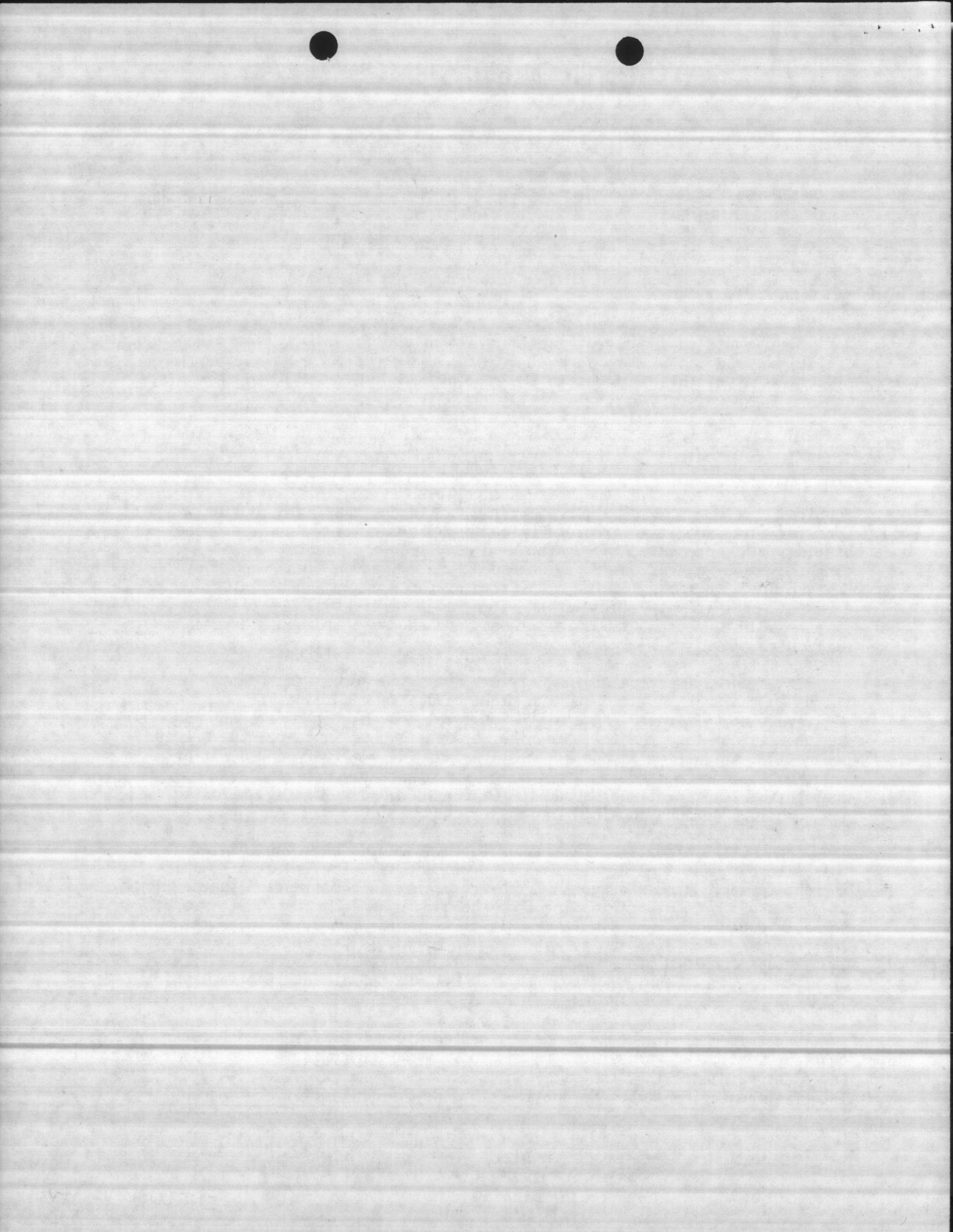
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ENCLOSURE (2)



## 1182 NONCONFORMING SUPPLIES AND SERVICES (DFSC 1982 MAR)

(a) It is the policy of the Government that supplies or services which do not conform in all respects to the contract requirements should be rejected. However, there may be circumstances when acceptance of such nonconforming supplies or services is in the interest of the Government. No deviation will be granted unless specifically approved by the Contracting Officer or his duly authorized representative.

(b) The following procedures apply to requests for specification waivers.

(i) Requests for waivers shall be submitted by the Contractor to the Contracting Officer. In extraordinary situations, requests for waivers may be submitted through the cognizant Quality Assurance Representative (QAR) to the Contracting Officer or the Contracting Officer's Representative (COR) in the Directorate of Technical Operations, Defense Fuel Supply Center (DFSC). As used in this provision, the term extraordinary situation means when the matter cannot await resolution during the DFSC normal work day 0800 to 1630 hours Monday through Friday.

(ii) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or his representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "DISPUTES".

(iii) If the waiver is granted and the nonconforming supplies accepted, then in no event will consideration be less than two hundred fifty dollars to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(iv) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds five hundred dollars, a second contract modification shall be issued reducing the Contractor's obligation to five hundred dollars (the administrative cost of issuing the two required modifications).

(c) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate action such as rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

## 1186 PROTECTION OF EXISTING BUILDINGS AND SPACE (DFSC 1982 MAR)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil or vegetation (such as trees, shrubs and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent all spills (including, but not limited to, any spilling, leaking, pumping, pouring, dumping, emptying or discharging into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil or jet fuel), the Contractor shall be responsible for the containment, clean up and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, clean up and disposal action, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred in including fines levied by Federal, State or local Government.

## 1199(F) CERTIFICATION OF REQUESTS FOR ADJUSTMENT OR RELIEF EXCEEDING \$100,000 (FEB 1980)

(a) Any contract claim, request for equitable adjustment to contract terms, request for relief under Public Law 85-804, or other similar request exceeding \$100,000 shall bear, at the time of submission, the following certificate given by a senior company official in charge at the plant or location involved:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

\_\_\_\_\_  
(Official's Name)



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