

FLUOR FERNALD

Model Construction Contract Part 4 Special Terms and Conditions For Construction Contracts

Revision 2

March 15, 2001

_____ Date: _____
Originator: Gene Parks

_____ Date: _____
Procurement Manager:
Fran Maranda

FLUOR FERNALD

SOLICITATION NO. F00_____

CONTRACT NO. FSC_____
(Title)

PART 4
Rev. 2

SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

Contents

1. Special Terms and Conditions for Construction Contracts including the following Exhibits:

EXHIBITS:

1. Contractor Daily Report, Form No. FS-FS-4308
 2. Pay Item Schedule Invoice, Form No. FS-FS-4819
 3. Pay Item Invoice Summary, Form No. FS-FS-4818
 4. Environment, Safety and Health Bulletin, DOE/EH-0266, "DOE Quality Alert". www.fernald.gov/Acquisitions/Standard%20Forms/exhi4.htm
 5. Invoice Cutoff Dates,
 6. Contractors Employee Entry Checklist, FS-FS-5046
 7. Contractor Employee Exit Checklist, FS-FS-4303
2. Davis-Bacon Wage Decision No. OH990034 for Hamilton County, Ohio.

FLUOR FERNALD

PART 4 SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

Changes Highlighted

Revision:	Date:	Description of Issue or Revision
1	4/25/00	Incorporated forms and necessary documentation into one document. Directions to the Fernald Web page to retrieve the appropriate exhibits.
2	01/22/01	General Revision to incorporate changes per the Prime Contract (DE-AC24-010H20115)

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EXHIBIT

1. Daily Activity Report
2. Pay Item Schedule Invoice
3. Pay Item Invoice Summary
4. Environment, Safety and Health Bulletin, DOE/EH-0266, Issue 92-4, dated August 1992, "DOE Quality Alert" (7 pages).
5. Invoice Cutoff Dates
6. Contractors Employee Entry Checklist
7. Contractor Employee Exit Checklist

SC-1 ADDITIONAL AND REVISED DEFINITIONS

Refer to the General Provisions and make the following changes to the article titled "Definitions".

Add the following Definitions:

- A. "FEMP" means the Fernald Environmental Management Project.
- B. Notice to Proceed (NTP) - A written notice, signed by the Contract Administrator (CA), issued to the Contractor after receipt of bonds (when required) authorizing the Contractor to proceed with other requirements of the Contract.
- C. Authorization to Mobilize - A written notice, signed by the CA, issued to the Contractor, authorizing the Contractor to proceed with on-site work.
- D. Contract Modification - A document issued to incorporate any changes to the Contract documents.
- E. Contract Administrator (CA) - The authorized representative of Fluor Fernald, who is appointed by the Procurement Manager to administer the Contract and is the only person authorized to make changes to the Contract.

Note: Due to internal Fluor Fernald Human Resources Changes, the CA may occasionally appear in Fluor Fernald documents under the title of Acquisitions Team Administrator.

- F. Construction Contracts Manager (CCM) - The authorized representative of Fluor Fernald, who is appointed by the Construction Manager to perform the technical administration of the work in the field.
- G. Construction Engineer (CE) - The authorized representative of Fluor Fernald, who reports to the CCM and is responsible for coordinating resolution of technical questions, construction testing and start-up.
- H. Construction Coordinator (CC) - The authorized representative of Fluor Fernald, who reports to the CCM and is responsible for obtaining permits and for coordination with Fluor Fernald Site Service Organizations.
- I. Contractor - The person or organization entering into this Contract with Fluor Fernald.
- J. Acceptance (For Warranty Purposes) - The issuance of a Final Acceptance Report by Fluor Fernald signifying that the supplies and/or services provided by the Contractor are complete and Fluor Fernald takes responsibility for them.
 - Fluor Fernald Takes Possession (For Warranty Purposes) - Fluor Fernald is considered to have "taken possession" of a warranted item after installation of the item has been accepted and the item has been accepted for operation by Fluor Fernald.
 - Fluor Fernald is not considered to have "taken possession" of warranted items that have only had their installation accepted and are undergoing start-up and testing by Fluor Fernald, until the testing has been completed and the items accepted by the Facility Owner.

- Fluor Fernald is not considered to have "taken possession" of warranted items that have been Conditionally Accepted by Fluor Fernald until the start-up and testing of the items is complete.
- Fluor Fernald is considered to have "taken possession" of a warranted item if Fluor Fernald elects to operate an item under their responsibility for support of construction activities such as using an overhead crane.

K. Controlled Document - Document controlled by a system to ensure that the latest revision/issue of the document is distributed to designated personnel.

L. Refer to the General Provisions clause A.1 Definitions (e) "Seller" is changed to read "Contractor".

SC-2 ORDER OF PRECEDENCE

In place of the General Provisions article titled "Order of Precedence," the following order of precedence shall apply:

First, the Construction Contract Form:

Then, the Statement of Work, Part 6, and Health and Safety Requirements, Part 8, and Quality Assurance Requirements, Part 9

Then, the Special Conditions, Part 4

Then, the General Provisions, Part 3

Then, the Specifications, Part 7

Then, the Drawings, Part 7

Then, all other documents incorporated by reference and made a part of this agreement.

SC-3 CORRESPONDENCE AND COMMUNICATION

A. The Contractor's address established at the kick-off meeting or its job-site office are hereby designated as places to which notices, letters or other communications to the Contractor shall be mailed or delivered. The effective date of mailed communication shall be the postmarked date of mailing. Nothing herein shall preclude the service of any notice, letter, or other communication personally to the Contractor.

B. The Contractor's site representative shall receive all job-site communications which shall be as binding on the Contractor as if submitted to the Contractor's address appearing in the Contract. Important communications shall be in writing or confirmed in writing if given orally. Other communications will be confirmed on written request from the Contractor's superintendent.

C. The Contractor shall forward all Contractual (Commercial) correspondence to the CA with copies to the CCM and Engineering/Construction Document Control (ECDC). The Contractor shall forward all technical correspondence to ECDC with copies to the CCM and the CA.

- D. Technical submittals, as well as medical and training records, shall be transmitted in accordance with "Contract Submittal Requirements" located in Part 7 of this solicitation.

SC-4 CONTRACTUAL AUTHORITY

The Fluor Fernald representatives listed in this clause are the only individuals authorized to bind Fluor Fernald in performance of the work under this Contract:

CCM (10,000.00)

Contract Administrator

Procurement Manager

SC-5 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, individuals listed in SC- 4 "Contractual Authority," shall be the only individuals authorized to:

- A. accept nonconforming work;
- B. waive any requirement of the Contract; or
- C. modify any term or condition of the Contract.

SC-6 MODIFICATION PROPOSALS PRICE BREAKDOWN

The Contractor, shall furnish a price breakdown, itemized as required by the CA for any proposed Contract modifications. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, Contract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for lower tier Contracts shall be supported by a similar price breakdown. If the proposal includes a time extension, a justification shall be furnished. When requested by Fluor Fernald, the Contractor shall supply a critical path network showing the effect of the proposed modification on the schedule. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the CA.

NOTE: Cost of Contractor owned construction equipment shall be priced according to the U. S. Army Corp of Engineers (ACOE) "Construction Equipment Ownership and Operating Schedule," Region II Manual (EP-1110-1-8: Volume 2).

SC-7 ADVANCE AGREEMENT ON CONTRACTOR MARK-UP

Any adjustment in contract price, whether additive or deductive, resulting from a change under this Contract not attributable to the suspension clause shall not include any mark-up for overhead and profit in excess with that defined below:

- a. To any Contractor at any tier, for work being performed by that Contractor's employees, 15% mark-up for overhead and a 10% mark-up for profit shall be allowed on direct labor, direct material , direct rental, and direct equipment usage costs.
- b. To any Contractor at any tier, on work performed by one of its direct lower tier Contractor(s) or consultant(s),the Contractor shall be provided a total mark-up of 10% on those Contractor(s)

or consultant(s) price to offset the costs of administering the work of the Contractor incurring direct cost.

The Contractor shall include the provisions of this clause in all Contracts and shall further require such Contractors at every tier to make the provisions hereof a requirement of all Contracts.

SC-8 REQUIREMENTS REGARDING PAYMENT OF WAGES AND FRINGE BENEFITS

- A. Minimum Wages and Benefits Required By the Davis-Bacon Act. Reference the article titled "Davis-Bacon Act" of the General Provisions. The applicable Davis-Bacon Wage/Fringe Determination for Hamilton County, Ohio, is in Attachment No. 1 to these Special Terms and Conditions.
- B. Wages and Fringe Benefits Required by the Project Labor Agreement. Reference is made to the following provisions of this Contract which require that the Contractor pay the hourly wage rates and fringe benefits negotiated under the Project Labor Agreement (PLA):
 - 1. The "Contents" portion of the IFB/RFP, which incorporates the provisions of the PLA into this Contract.
 - 2. The article titled "Wages - Davis Bacon and Project Labor Agreement" of the Instructions To Bidders.
- C. The Contractor shall pay the greater of the hourly wage rates and fringe benefits as required by either of the following:
 - 1. Davis Bacon Wage Determination of the Secretary of Labor incorporated into this Contract; or
 - 2. PLA, whichever is applicable.
- D. Fluor Fernald will review the certified payrolls submitted pursuant to the article titled, "Payrolls and Basic Records", of the General Provisions to ascertain compliance with the preceding paragraph (C). The certified payrolls shall be submitted within (5) calendar days after the end of the covered weekly payroll period and addressed to the attention of Fluor Fernald's cognizant CA - Construction Purchasing.
- E. The Contractor shall post, on the job-site, a listing of the wage rates applicable and being paid for each craft and classification. Such posting shall be prominently displayed for viewing by employees, and shall be revised or updated as applicable.
- F. The Fluor Fernald PLA hourly wage rate and fringe benefit package will be adjusted on October 1 of every year. Accordingly, it is the Contractor's responsibility to ascertain what hourly wage rates and fringe benefits will be paid under the PLA for the duration of this Contract since no adjustments will be made to the Contract fixed price for any increase or decrease in the hourly wage rates and fringe benefits for the duration of the Contract.
- G. The successful Bidder and all of its designated lower tier Contractors must execute the Letter of Assent (LA) to the PLA and comply with all terms and conditions thereof, including Appendix A, Wage Schedules, and any subsequent revisions. No other labor agreements i.e., local, regional or national in scope shall be recognized for work under this contract.

- H. Fluor Fernald reserves exclusive right to clarifications or interpretations of PLA for Contractors.
- I. The successful Bidder shall participate in the Labor Management Cooperative Committee (LMCC) and coordinate all industrial relations issues through the Fluor Fernald Industrial Relations (IR) Department.
- J. Breach of the PLA constitutes a material breach of this contract.

SC-9 AUTHORIZATION TO MOBILIZE

Authorization to Mobilize will be issued following receipt of acceptable insurance, S&H Program, Quality Assurance Program, Pay Item Values, Contractor Project Schedule, the signed Project Labor Agreement Letter of Assent and Notification of completion of the Pre-Job meeting with the Greater Cincinnati Building and Construction Trades Council.

SC-10 SITE ACCESS AND SECURITY REQUIREMENTS

- A. Employees of the Contractor and lower tier Contractors who are not citizens of the United States of America will require additional access forms for admission to the site. Processing time depends on the country of citizenship and can be a lengthy process. Complete paperwork and submit to Access Administration eight weeks prior to anticipated Foreign National assignment or 19 weeks prior to expiration of current Assignment. Cost and time for delays caused by processing approval for access shall be the Contractor's responsibility. It shall be the Contractor's responsibility to ascertain citizenship status of all employees who will work at FEMP.
- B. The Contractor's superintendent is responsible for initiating an Access Request Form 48 hours prior to bringing personnel on-site.
- C. The Contractor's employees shall complete the Contractors Employee Entry Checklist, **EXHIBIT 6** prior to being issued a permanent ID badge.
- D. Identification Badges - On the first day of work, all Contractor personnel must report to Fluor Fernald Security for badge processing.

Security badges (credit card type) are property of the U. S. Government and must be worn at all times. The Contractor shall immediately report lost badges.

Upon termination of employment, or when work under this Contract is complete, authorization for admittance of the involved personnel will be canceled and their picture badges must be returned to Fluor Fernald Security. The return of badges shall be the Contractor's responsibility. Final payment on the Contract may be withheld until badges are returned or until satisfactory evidence is presented that a reasonable effort has been made to recover unaccounted badges.

Contractor employees who will require entrance to FEMP for less than twenty-one (21) working days will be issued a temporary Contractor's Badge. These badges must be returned to Fluor Fernald Security at the end of each day.

- E. Failure to comply with these requirements could cause delay to personnel in gaining entrance to FEMP. Fluor Fernald will not be responsible for cost due to Contractor caused delays.

SC-11 CHECKLIST PRIOR TO LEAVING THE SITE AND CONTRACT CLOSEOUT

- A. Prior to leaving the FEMP due to termination or transfer, each Contractor and lower tier Contractor employee must complete the termination checklist **EXHIBIT 7**.

The Contractor is responsible for assuring that each Contractor and his subcontractor employee complies with these requirements. In the event that an employee leaves the Contractor's or his Contractor's employ and refuses to comply with this requirement the Contractor shall attempt to contact the employee by registered mail and notify them of the requirement. It is the Contractor's responsibility to pay the employee's wage for the time necessary to comply with exit Invivo requirements at no extra cost to Fluor Fernald. Unless the Contractor makes arrangements for Exit Invivo and other requirements in advance of termination or transfer of an employee or makes the notification by registered mail above, Fluor Fernald will withhold final payment of this Contract. Fluor Fernald will release any such retained amounts after the compliance with these requirements or the affected Contractor presents evidence of it's attempt to contact the employee by registered mail.

- B. Prior to final payment, the Contractor shall:
1. Complete clean up and removal of all material, tools and equipment from the FEMP.
 2. Satisfactorily furnish all vendor data, including as-builts.
 3. Complete all commercial requirements.
 4. Assure that all Contractor and lower tier Contractor employees meet the requirements of A.

When Contractor or lower-tier Contractor employees cease work on one Contract and start work on another Contract at the FEMP without changing employers, the Contractor shall notify the Fluor Fernald Access Administration. Exit processing per the requirements of **EXHIBIT 7** will not be required.

When a Contractor or his subcontractor employee changes employers but remains on the FEMP site, the Contractor shall have the employee processed according to **EXHIBIT 7**.

SC-12 GENERAL SITE RULES

- A. Signs - Fluor Fernald will approve size, number and locations of all Contractor signs.
- B. Photographs - No photographs of the project, or any part of it, will be allowed without the express written consent of Fluor Fernald. No cameras or video recorders shall be allowed on site with out authorization from Fluor Fernald.
- C. Confidentiality - Publications, broadcasts or advertisements in any media concerning the subject matter of this Contract shall not at any time be made by or on behalf of the Contractor, or its lower tier Contractors (including vendors) unless prior written authorization is obtained from Fluor Fernald.

SC-13 NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY

A. The bidder's or offeror's attention is called to the article titled "Affirmative Action Compliance Requirements for Construction" of the General Provisions - Fixed Price Construction Contracts.

B. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Fernald, Hamilton County, Ohio area are as follows:

Goals for minority participation for each trade: 9.8%

Goals for female participation for each trade: 6%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed.

C. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on the following: 1) its implementation of the Equal Opportunity clause, 2) specific affirmative action obligations required by the clause titled "Affirmative Action Compliance Requirements for Construction," and 3) its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

D. The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within ten (10) working days following award of any construction Contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the:

1. Name, address, and telephone number of the Contractor;
2. Employer identification number of the Contractor;
3. Estimated dollar amount of the Contract;
4. Estimated starting and completion dates of the Contract; and
5. Geographical area in which the Contract is to be performed.

E. As used in the notice and in any Contract resulting from this solicitation, the "covered area" is Fernald, Hamilton County, Ohio.

SC-14 SITE LOCATION AND PARKING

A. This project is located at the U.S. DOE Fernald Environmental Management Project, Fernald, Hamilton County, Ohio. The exact job site location and access to the job site is provided in Part 6 of this Contract.

- B. Fluor Fernald will provide parking space for the Contractor in an area generally accessible to the location of the work. Fluor Fernald will further designate an area for employees of the Contractor and its lower tier Contractors.

SC-15 PROJECT WORK HOURS AND HOLIDAYS

- A. Normal work hours are from 6:30 a.m. to 5:00 p.m., Monday through Thursday. Contractors must request written authorization from Fluor Fernald, seven working days in advance, to work outside of these hours.
- B. Holidays will be observed in accordance with provisions of the Project Labor Agreement.
- C. The Fluor Fernald staff observes different holidays than those observed for construction labor. The Contractor shall be prepared to provide projections of administration support needed during the staff holidays when requested by the Construction Representative.
- D. The Contractor shall notify and receive approval from the CCM 24 hours in advance when work is planned on Craft holidays.

SC-16 LIMITATION ON OVERTIME

In the event that substantial amounts of overtime must be used, the following requirements shall be applied:

- A. A person shall not be permitted to work more than 16 consecutive hours, excluding shift turnover time;
- B. A person shall not be permitted to work more than 24 hours in any 48 hour period, excluding shift turnover time;
- C. A person shall not be permitted to work more than 72 hours in any 7 day period, excluding shift turnover time;
- D. A person shall not be permitted to work more than 14 consecutive days without having two (2) consecutive days off; and
- E. Except during extended shutdown periods, brief pre- or post-shift training sessions, or weather-related occurrences, the use of overtime shall be considered on an individual basis and not for the entire shift crew.
- F. If a person is required to work in excess of 12 continuous hours, his or her duties should be carefully selected. It is preferable that this person not be assigned any task that could possibly endanger the safe operation of the facility.

SC-17 SUBCONTRACTS

- A. It is the Contractor's responsibility to define the limits of work of his Subcontractors and to provide a complete job.
- B. The Contractor is fully responsible to Fluor Fernald for the acts and omissions of its lower-tier Contractors and of all persons either directly or indirectly employed by them, just as the Contractor is responsible for the acts and omissions of persons directly or indirectly employed by it under this Contract.

- C. Nothing contained in this Contract shall be construed as creating a contractual relationship between any lower-tier Contractor and Fluor Fernald nor as relieving the Contractor of its obligations to Fluor Fernald hereunder.

SC-18 PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least TWENTY-FIVE PERCENT (25%) of the total amount of work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if during performing the work, the Contractor requests a reduction and Fluor Fernald determines that the reduction would be to the advantage of Fluor Fernald.

SC-19 PROGRESS EVALUATION AND INVOICING

- A. Contractors are to invoice Fluor Fernald for progress payment on a monthly basis along with submittal of the Project Schedule updates.
- B. Progress Payments are invoiced based on a month long billing period. A monthly billing period begins the day following the cutoff date (**EXHIBIT 5**) of the previous month and extends through the cutoff date for the following month.
- C. The Contractor's Pay Item Schedule Invoice (**EXHIBIT 2**) shall list the Pay Item Schedule Item descriptions. Change Orders must be listed and subtotaled separately on the invoice except where they are a modification of an existing pay item. (Note: A modification may incorporate more than one Change Order.)
- D. Prior to submitting the Pay Item Invoice Summary (**EXHIBIT 3**) to the CA for payment, the Contractor's representative shall schedule a "progress evaluation meeting" with the CCM, in order to reach agreement upon the percentage or quantity complete for each of the line items on the invoice. The percentages or quantities agreed to during this "progress evaluation meeting" shall be the basis for the amounts invoiced.
- E. Unless otherwise provided in Part 6, Statement of Work, material and equipment costs shall be invoiced when installed.
- F. Invoices will not be approved for payment until acceptable initial schedule and monthly updates are submitted and up to date.

SC-20 STATE AND LOCAL TAXES

The Contract price does not include any amount for Ohio sales or use taxes on buildings and construction materials to be incorporated into a structure or improvement to real property owned by the Government, or any amount for such taxes on machinery and equipment installation (including installation materials) to which title vests in the Government. A State of Ohio, Department of Taxation, construction contract exemption certificate will be provided by the CA with the Notice of Award.

SC-21 DAILY REPORTS

The Contractor shall make a daily written report, using the attached **EXHIBIT 1**, to the Fluor Fernald CCM by 10:00 A.M., for the preceding day.

SC-22 PROJECT MEETINGS

- A. The Contractor's corporate/owner representatives, site project manager and lead managers of each department will be required to participate in an "alignment meeting" after notice to proceed. The meeting will be hosted by Fluor Fernald and will include the appropriate Fluor Fernald counterparts. The objective of this meeting is to establish common goals and joint execution plan to accomplish the contracted scope of work with emphasis on safety, quality, compliance with regulatory requirements, budget and schedule. The meeting is expected to last one day.
- B. Prior to the start of construction, the CCM will chair a "kick-off" meeting. The Contractor's Project Manager, Field Superintendent, Safety Representative and key lower tier Contractor representatives shall attend.
- C. Fluor Fernald will hold weekly or bi-weekly job-site project meetings for the purpose of ensuring orderly and expeditious completion of the work and to provide coordination and communications between all parties involved. Such meetings will be chaired by Fluor Fernald's CCM and include the Contractor's superintendent, safety representative and, when required, responsible representatives of lower tier Contractors, and vendors or suppliers.

At these meetings, schedules and progress shall be reviewed, work activities and administrative procedures coordinated, problem areas identified and corrective actions initiated, pending changes discussed, and safety activities reported. Any other pertinent or timely subjects should be included on the meeting agenda. Minutes of each meeting shall be promptly issued by Fluor Fernald to all attendees.

SC-23 DRAWINGS, SPECIFICATIONS, AND INSTRUCTIONS FURNISHED BY Fluor Fernald

- A. Fluor Fernald will furnish the Contractor with 4 controlled copies of the drawings and specifications for the work, and 1 set of reproducible drawings without cost to the Contractor. Additional copies are the responsibility of the Contractor. The Contractor shall employ a written, administrative system approved by Fluor Fernald to assure that copies are controlled.
- B. Additional instructions may be furnished by Fluor Fernald as required for the proper execution of the work by issuing controlled drawings or written instructions, or by oral instructions which will be confirmed in writing within five (5) working days upon request of the Contractor.

Drawings and/or instructions shall conform to the Contract or shall be reasonably inferable therefrom.

- C. All drawings, specifications and copies thereof furnished by Fluor Fernald are the property of the Government. They are not to be used on other work, and with the exception of the Contract set, are to be returned to Fluor Fernald on request at the completion of the work.
- D. Only controlled documents shall be used in the work.

SC-24 ERRORS, DISCREPANCIES AND/OR OMISSIONS

- A. Document Review - Prior to execution of the work, the Contractor shall review all Contract documents and shall immediately report all errors, discrepancies, and/or omissions discovered to Fluor Fernald in writing, with one (1) copy of the conflicting documents marked in red, clearly indicating the discrepancy. Fluor Fernald will promptly make a determination in writing, of the disposition to be made thereof. If the Contractor uses the "Order of

Precedence" clause to resolve any error, discrepancy, and/or omission, the notification requirements of this clause remain in effect and the Contractor shall state how the conflict has been resolved.

- B. Omissions - Omissions from the drawings and/or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, of which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and/or specifications.

SC-25 DISPOSITION OF CONTRACTOR PROVIDED EQUIPMENT AND TOOLS THAT HAVE BECOME CONTAMINATED

Disposition of Contaminated Equipment, and Tools

- A. The Contractor shall use its own equipment in performing the required work under this Contract. The Contractor shall provide Fluor Fernald with a list of all tools, vehicles, equipment, and material used on another radiological controlled site 10 days prior to bringing the items on site. Tools, vehicles, equipment, and material will be inspected for radioactive contamination by Fluor Fernald personnel prior to initial entry into the radiologically controlled area. All tools, vehicles, equipment, and material will be surveyed for contamination by Fluor Fernald prior to removal from the controlled area.

It is the Contractor's responsibility to plan and coordinate work to minimize the potential for contamination on tools, equipment, and vehicles. Preventative measures shall be taken where practical including, but not limited to, minimizing the amount of material entering radiologically controlled areas to that required for the performance of work, locating equipment in areas with the least potential for contamination, and implementing the use of protective coverings or wrappings.

- B. Should the Contractor's equipment or tools become contaminated, they will have to be decontaminated. The Contractor shall perform decontamination of his equipment or tools to the extent practical (i.e. wipe down, scrape, or wash) at its expense, before removal from the area. If a radiological survey determines that additional decontamination is necessary, Fluor Fernald will perform the decontamination.

The Contractor shall allow Fluor Fernald reasonable time (a minimum of five (5) working days, excluding weekends and holidays) in which to attempt decontamination of the item(s) in question. Decontamination required beyond these described will be handled under the Article Titled, "CHANGES" of the General Provisions.

- C. If decontamination proves impracticable or impossible, the tools, material, or equipment in question will be retained and an equitable adjustment of the fair market value of the equipment for same will be negotiated with the Contractor provided that:
1. There is no fault or negligence of the Contractor contributing to the contamination.
 2. The Contractor has followed all the specific instructions of the authorized HP personnel.
 3. Item or equipment confiscated from the Contractor is documented by the Confiscation Notice furnished to the Contractor by Fluor Fernald and signed by HP personnel and the CCM or his designee.

- D. If reimbursement is required for tools, material, or equipment, the following compensation will be made:
1. Expendable items, such as but not limited to equipment, portable hand tools, ladders, scaffolding, and porous or fibrous items utilized in a contaminated area with a value less than \$1,000 (original purchase price per individual component) will be surveyed for contamination, if the items are found to be contaminated the items will be abandoned at the site. There will be no equitable adjustment made for these items.
 2. Should the Contractor's non-expendable tools, vehicles, and/or equipment with a value greater than \$1,000 (original purchase price) become contaminated, and these items can not be decontaminated an adjustment will be determined in accordance the current revision of the "Green Book Series" as published by the Machinery Information Division of K-III Directory Corporation.
 3.
 - a. The equipment must be in operating condition commensurate with the depreciation value.
 - b. The Contractor will be required to provide operation, maintenance, and parts catalogs/manuals for each piece of equipment retained by Fluor Fernald for which reimbursement is made to the Contractor.
- E. It shall be assumed that small tools used for decontamination work, HEPA vacuum cleaners, respirators, wooden scaffold, wooden ladders and miscellaneous fibrous materials cannot be decontaminated and must be left on site after contract completion at no cost to Fluor Fernald.

SC-26 PROTECTION OF WORK AND PROPERTY

- A. Until final acceptance of the work under this Contract, the Contractor shall continuously maintain adequate protection of its work (including work in progress) from damage, and shall protect from loss or damage in a manner satisfactory to Fluor Fernald all things to be incorporated into the FEMP, and the FEMP itself, including Fluor Fernald furnished and Government-owned machinery, equipment, materials, and supplies being handled, whether in storage on or off the site, at the marshaling yards, under the care, custody, or control of the Contractor or any of its lower tier Contractors, including property considered for progress payments, as well as other property of the Government.
- B. The Contractor shall provide protection of its work from freezing, rain, and from other elements which would be harmful to it. The Contractor shall furnish heat or protective shelters or temporary buildings as required for the execution and protection of the work.
- C. The Contractor shall not load or permit any part of any structure to be loaded with a weight that would endanger the safety of the structure, and it shall provide and maintain adequate temporary supports, shores, and bracing to keep the work safe from failure or damage due to any loads that may be imposed on structures during construction.
- D. No work shall be done in finished areas or over finished floors unless due precautions have been taken to prevent soiling or damage resulting from such work.
- E. The Contractor is responsible for cleaning all soil and debris (created by the Contractor) from the roadways to the satisfaction of Fluor Fernald.

- F. When unforeseen existing utilities and/or other obstructions are encountered within the limits of the Contractor's work, the Contractor shall immediately notify Fluor Fernald's CCM before proceeding with the work.

SC-27 PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS

- A. Federal law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics, and artifacts. The Contractor shall control the movements of its personnel and its lower-tier Contractor personnel at the job-site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report the existence of any antiquities so discovered. Contractor shall also preserve all vegetation except where such vegetation must be removed for survey or construction purposes. Further, all wildlife shall be protected from destruction or injury due to the Contractor's operations.
- B. Except as required or specifically provided for in the drawings, specifications or other provisions of this Contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the FEMP without the prior approval of Fluor Fernald.

SC-28 ENVIRONMENTAL PROTECTION

- A. Pollution of Waterways:

The Contractor's construction and related activities shall be performed by methods that prevent entrance and accidental spillage of solid or liquid matter, contaminants, debris and other objectionable pollutants and wastes into streams, watercourses, flowing or dry, and underground water sources. Such pollutants and wastes will include, but will not be restricted to refuse, earth products, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, hazardous chemicals, oil and other petroleum products, aggregate processing tailings, and minerals salts. Pollutants and wastes shall be disposed of in accordance with applicable permit provisions and in a manner acceptable to and approved by Fluor Fernald.

- B. Storage and Disposal of Petroleum Products:

1. Petroleum products covered by this Section include gasoline, diesel fuel, lubricants, heating oils, and refined and used oil. During project construction, all petroleum products shall be stored in such a way as to prevent contamination of all ground and surface waters.
2. Storage facilities shall conform to the requirements of OSHA 1910.106 Sub-part H and NFPA 30.

SC-29 MINIMIZATION, DISPOSAL AND CLEANUP OF WASTE

- A. The Contractor is required to clean up the work area on a daily basis. At the close of each day's work, all small quantities of waste and debris shall be gathered up and disposed of in accordance with the Material Segregation Containerization Criteria (MSCC) in Part 6, Statement of Work.

Waste and debris shall not be allowed to accumulate in large enough quantities to create an unsightly appearance, a safety or fire hazard, or interfere in any way with free access to, and operation of existing facilities.

Fluor Fernald may after notifying the contractor accomplish the clean up during the off shift and issue a deductive change order to the contractor for all cost incurred.

All construction areas shall be thoroughly cleaned to the satisfaction of Fluor Fernald prior to final acceptance of the completed Contract.

- B. Any material or equipment furnished by the Contractor for the execution of the specified work and later determined to be in excess of the Contractor's requirements due to design or scope changes shall be disposed of by the Contractor only with the written permission of Fluor Fernald.
- C. The Contractor shall in all cases minimize waste material brought on the site by un-wrapping, de-containerizing or un-packing equipment, materials and tools prior to bringing them on the FEMP site. This will be done in an effort to keep as much packing material off-site as possible.
- D. Waste Disposal: All material determined to be waste will be surveyed for radioactive contamination prior to removal from the site. Surveying will be performed by Fluor Fernald, to classify the waste into the following two (2) categories for disposal purposes:
 - 1. Uncontaminated Waste: Uncontaminated office waste and construction waste shall be removed off site as Contractor's property in a safe, timely, acceptable manner, in accordance with the applicable laws and ordinances, and as prescribed by authorities having jurisdiction. No waste material and/or debris shall be buried or otherwise allowed to remain on the site. The Contractor shall be responsible for the location of disposal site, for trash and debris, for the hauling, and for the disposal costs.
 - 2. Contaminated Waste: Specific directions for the handling of contaminated waste resulting from the Contractor's activities will be provided on the MSCC in Part 6, Statement of Work.
- E. The Contractor shall notify Fluor Fernald 5 days prior to the proposed time of removal of equipment and/or excess material which were used in the execution of the work under this Contract. Fluor Fernald will arrange to have this equipment and/or excess material monitored for contamination.
- F. The Contractor shall be responsible for disposal of waste oil, hydraulic fluid and anti-freeze. Changing of oil, anti-freeze or hydraulic fluid must take place outside of the radiologically controlled area.

Note: The use of propylene glycol based anti-freeze (environmental friendly) is preferable, however the contractor should follow the manufacturer recommendation for anti-freeze in the equipment being used.

SC-30 CONTROL OF ENVIRONMENTAL SPILLS

All spills, regardless of size or substance, shall be reported to Fluor Fernald. Fluor Fernald will determine response level required, and ensure any required regulatory reporting is performed.

Fluor Fernald will take charge of the clean up of spill of which Fluor Fernald determine to be of a major or potentially catastrophic nature.

Immediately after notifying Fluor Fernald the Contractor unless otherwise directed by Fluor Fernald, shall clean up the spilled material to avoid potential personnel exposure or environmental damage. If risk of injury or exposure is a concern no action should be taken without approval from Fluor Fernald.

Spills on hard surfaces (i.e.,concrete or asphalt) shall be cleaned up with absorbents.

Spills on soil, shall be cleaned up by over-excavation to retrieve all of the spilled material.

Note: The Contractor may submit an alternate cleanup method to Fluor Fernald for approval with the Contractor Safe Work Plan.

Disposal of all waste from spills shall be in accordance with the MSCC in Part 6 or as directed by Fluor Fernald.

Spill cleanup due to Contractor negligence or failure of equipment used by the contractor shall be at the contractors expense.

SC-31 TIE-INS AND INTERRUPTIONS OF EXISTING SERVICES AND UTILITIES

- A. The Contractor shall make arrangements with the Construction Coordinator a minimum of two (2) full working days in advance of its need for interruption of existing services and utilities. Outage requests shall be submitted for approval on a Fluor Fernald "Outage Request Form". All operations required for the tie-in shut-down and start-up i.e., operations of valves, breaker switches, etc., will be performed by Fluor Fernald. The actual tie-in work will be performed by the Contractor. Upon completion of the work, any equipment disconnected or put out of service shall be reconnected and restored to the original operating condition unless otherwise required by the Contract drawings and/or specifications. The Contractor is required to plan all outages in advance so that downtime of utilities and/or facilities will be held to a minimum.
- B. Impairments to critical fire protection systems shall normally be corrected within eight (8) hours. Specific advance approval is required where continuous effort will not be provided to reactivate the system.
- C. Lock and tag out of existing utilities shall be in accordance with Fluor Fernald procedures. Contractor will lock and tag in addition to Fluor Fernald.
- D. No work or tie-ins will be scheduled before all materials and/or equipment required to complete the work is on hand.
- E. The locations of existing underground services and utilities as indicated on the drawings are approximate. Connections to services and utilities located within five (5) feet horizontally and two (2) feet vertically of the location shown on the drawings shall be considered to be within the scope of this paragraph. Underground services and utilities located more than five (5) feet horizontally and two (2) feet vertically from the location indicated on the drawing shall be considered as a "changed condition" and work incident thereto shall be prosecuted in accordance with Part 3 General Provisions article titled, "Differing Site Conditions".

SC-32 CODES AND STANDARDS

Where reference is made in this solicitation to a nationally accepted code or standard, the revision in effect on the date of solicitation shall apply unless otherwise noted. Revisions to legal requirements (i.e. OSHA Regulations) shall be incorporated by the Contractor without cost to Fluor Fernald.

SC-33 NOTIFICATION OF FUEL STORAGE TANKS

The Contractor shall notify the construction coordinator at least two work days prior to bringing fuel storage tanks on site. The notification shall include:

- A. proposed location
- B. type fuel to be stored
- C. tank capacity
- D. construction material of secondary containment surrounding the tank
- E. capacity of the secondary containment

SC-34 SUSPECT/COUNTERFEIT PARTS

Reference Part 3, General Provisions, **Fastener Quality Act of 1990**.

It shall be the Contractor's responsibility to assure that counterfeit/suspect fasteners are not used in construction equipment used by the Contractor in the performance of the Contract.

REFURBISHED MOLDED-CASE CIRCUIT BREAKERS

Refurbished molded-case circuit breakers shall not be accepted for use in the performance of this Contract and will not be accepted at the FEMP site. Only molded-case circuit breakers meeting the standards of and approved by the Underwriters Laboratory (UL) will be used.

The attached **EXHIBIT 4**, "Environmental, Safety and Health Bulletin, DOE/EH-0266, Issue No. 92-4, dated August 1992 "DOE Quality Alert", provides information regarding the above.

"Suspect/Counterfeit Parts," Figure 1 of the DOE Bulletin DOE/EH-0266 is provided for the Contractor's use in identifying suspect/counterfeit parts.

SC-35 KEY PERSONNEL

The following positions are considered to be Key Personnel and are considered essential to the work being performed:

- Project Manager
- General Superintendent
- Safety Representative
- Field Engineer
- Quality Control Inspector
- Cost Scheduler

The individuals whose resumes are included in the Contractor's proposal shall be those assigned to the Contract on a full time basis. The Contractor shall serve written notification to the Contract Administrator, reasonably in advance, prior to diverting any of the specified individuals from the

Contract. The notification shall provide justification, including proposed replacements, in sufficient detail to provide evaluation of the impact on the Contract work effort. No diversion of key personnel shall occur without the written consent of the Contract Administrator.

SC-36 FLUOR FERNALD SAFETY INCENTIVE PROGRAM

Fluor Fernald and the Department of Energy are fully committed to the safety of subcontractor construction craft. A program for projects at Fernald has been authorized to reward craft workers for **collective** project safety. Under this program Fluor Fernald will reimburse \$10.00 for each construction craftsman working on the project for each calendar month the contractor and its lower tier subcontractors, on the subject contract, work without an OSHA recordable safety injury.

No award will be made for any month where there has been a recordable safety injury.

Contractor and lower tier subcontractor staff workers, who are not craft personnel, are not included in the program for either rewards or the determination of recordable safety injury/lost time accident.

The Contractor will be required to provide administrative support for this program as follows:

1. On the first scheduled work day of the month, the safety record for the previous month will be reviewed by the Construction Contract Manager (CCM) and the Project Safety Representative.
2. If there has not been an OSHA recordable safety injury, the CCM will advise the Contract Administrator (CA) by memo or cc:Mail and the Contractor Safety Representative. After receipt of the notification, the Contractor Safety Representative shall initiate payment to each construction craftsman working on the Plant 5 D&D Project. All craft that were on the project payroll as of the last scheduled work day for the month shall be eligible.
3. The name of each craftsman that was on the project payroll as of the last scheduled work day for the previous month will be identified on a "Safety Reward Acknowledgment List" (or similar form) and, as the \$10.00 award is given to the individuals, they will be requested to sign and date the list.
4. If any of the individuals identified on the "Safety Reward Acknowledgment List" are not present at the time the award is made, the Contractor Safety Representative will contact them individually for presentation of the \$10.00 award and sign-off of the list.
5. When all of the individuals identified on the "Safety Reward Acknowledgment List" have received the \$10.00 award and signed the list, the list will be forwarded to the CA for filing in the contract file.
6. The Contractor shall invoice separately for reimbursement of the \$10.00 for each craft person receiving an award. The separate invoice can be either a second individual invoice or a second line item on the monthly progress invoice. A copy of the Safety Reward Acknowledgment List shall accompany each invoice. The total amount of money awarded to the subcontractor personnel shall not exceed the amount available for the Safety Reward Program, initially \$3,000.

Fluor Fernald may unilaterally deduct any unused portion of the amount identified in this Special Condition from the total Lump Sum Value of this Subcontract at any time during the period of performance.

DAILY ACTIVITY REPORT				
Project No.		Contractor Name:		Date:
Contract No.				
Contract Title				
Work Order/Task Order No.				
Temperature Range:		Weather Conditions:	Wind Direction:	
			Wind Speed:	
Number of Employees:	Contractor:	Sub-contractor:	Supervisors:	Visitors:
Safety Problems Encountered:				
Description of Work Performed, Problems Encountered and Resolutions:				
Description of Overtime Work Performed, Including Number of Employees and Duration:				
General Comments:				
Current Day Work Force:		Fluor Fernald or Contractor Signature		

DAILY ACTIVITY REPORT					
FOR FUGITIVE EMISSION (DUST CONTROL) ONLY					
Observer:			Activity Observed:		
Dust Abatement Operations					
	e.g. water spray, tarping, or slow speeds				
Source(s) of Dust Emissions					
	e.g. earthmoving equipment, truck, wind entrainment				
Other Observations					
Observation	Clock Time		Observation period, duration Min: sec		Accumulated emission time Min:sec
Beginning					
End					
<p>Attach map of area being observed or draw sketch in space below(see drawing on back of this form) indicate area being observed, indicate observers position relative to; source, emission points and the sun.</p>					
Comments for Fugitive Emission.					
Fluor Fernald or Contractor Signature				Date	

PAY ITEM SCHEDULE INVOICE

Contractor: _____ (1)
 Contract Title: _____ (1)
 Contract No: _____ (1)

Invoice Number: _____ (2)
 Invoice Date: _____ (3)
 For Period Ending: _____ (4)

Pay Item	WORK PLAN PAY ITEM DESCRIPTION	Contract Value	Percent Complete	WORK COMPLETED			Comments
				Prior Period	Current Period	Job to Date	
(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
ORIGINAL CONTRACT VALUE:							

To Item AA≅ on Pay Item Invoice Summary

CHANGE ORDER SUMMARY							
(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
NET BY CHANGE ORDERS:				TOTAL JOB TO DATE:			

To "Change Order Summary" on Pay Item Invoice Summary

To Item "D" on Pay Item Invoice Summary

PAY ITEM SCHEDULE INVOICE INSTRUCTIONS

The Contractor shall complete the following items on the Pay Item Schedule Invoice:

1. Indicate the Contractor name, the contract number, and title.
2. Enter the invoice number. Each invoice is given a sequential number beginning with (1) for each subcontract.
3. Enter the current date.
4. Enter the cutoff date for the invoiced work.
5. Enter the Pay Item Number from the Pay Item Schedule Description. Each item is numbered sequentially beginning with (1). Contract Change Orders are added to the list during performance of the contract as needed.
6. Enter the Work Plan Pay Item Description from the Pay Item Schedule Description. A Contract Change Order utilizes a new and separate Pay Item number and is entered and tracked as a separate pay item when the change is a new scope of work.
7. Enter the Contract Value of the Pay Item from the approved Pay Item Schedule.
8. Enter the Percent Complete which represents only the work completed during this billing period. The Percent Complete represents the percentage physical completion of the work described in the Detailed Pay Item Description section, found in the Pay Item Schedule Description, Attachment 2.
9. Enter the Work Completed Prior Period, which is the dollar value of the Work Completed Current Period from the previous approved invoice.
10. Enter the Work Completed Current Period, which is the dollar value of the work during the current period obtained by multiplying the Percent Complete times the Contract Value of the item.
11. Enter the Work Completed Job to Date, which is the dollar value found by totaling the Work Completed Prior Period and the Work Completed Current Period.
12. Enter any applicable comments.

PAY ITEM INVOICE SUMMARY

Contractor: _____ (1)
 Contract Title: _____ (1)
 Contract No: _____ (1)

Invoice No: _____ (2)
 Date: _____ (3)
 For Period Ending: _____ (4)

A. ORIGINAL CONTRACT VALUE: \$ _____ (5)

B. NET CHANGE BY CHANGE ORDERS \$ _____ (6)

C. CONTRACT SUM TO DATE (Line A+/-B) \$ _____ (7)

D. TOTAL COMPLETED TO DATE \$ _____ (8)
 (From column XX Pay Item Schedule)

E. RETAINAGE \$ _____ (9)
 10% of Completed Work

F. TOTAL EARNED LESS RETAINAGE \$ _____ (10)
 (Line D less Line E)

G. PREVIOUS AMOUNT PAID \$ _____ (11)

H. CURRENT PAYMENT DUE \$ _____ (12)
 (Line F less Line G)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved			
Previously by FDF			
(13) TOTAL			
Approved this Period			
Number	Date Approved		
	(14)		
TOTALS (15)			
Net Change by Change Orders		(16)	

PERCENT COMPLETE: _____ (17)

I hereby certify, to the best of my knowledge and belief, that
 1) The amounts requested are only for performance in accordance with the specifications, term, and conditions of the subcontract;
 2) Payments to subcontractors and suppliers have been made from previous payments received under the subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and
 3) This request for progress payments does not include any amounts which FDF intends to withhold or retain from a Seller or supplier in accordance with the terms and conditions of the subcontract.

Subcontractor Signature for Submittal: _____ (18)
 Subcontractor's Authorized Representative Date

FDF Signatures for Approval:

(FDF USE ONLY)

_____ (19)
 Contract Administrator

_____ (20)
 Construction Contracts Manager

_____ (21)
 Project Manager

Date

Date

Date

PAY ITEM INVOICE SUMMARY INSTRUCTIONS

Contractor completes the following items on Pay Item Schedule Invoice Summary:

1. Indicates the Contractor name, title, and number.
2. Enter the invoice number. Each invoice is given a sequential number beginning with (1) for each contract.
3. Enter current date.
4. Enter the cutoff date for the invoiced work.
5. Enter the original contract value, which is the dollar value obtained by combining the sum of all pay item contract Values excluding change orders.
6. Enter the change order value which is the dollar value of all change orders.
7. Enter the sum of the original contract value and the additional cost of the change order. If the change order is a deduction, enter the difference of A and B.
8. Enter the total completed to date, which is the dollar value obtained by totaling all entries in the work completed job to date column from the Pay Item Schedule Invoice sheets. All pay items, including contract change orders are added for this total.
9. Enter the job to date retainage value, calculated by subtracting the completed work retainage fraction times the total completed to date.
10. Enter the total earned less retainage, calculated by subtracting the completed work retainage from the total completed to date.
11. Enter the previous amount paid to the contractor.
12. Enter the current payment due contractor, calculated by subtracting the previous amount paid from the total earned less retainage.
13. Enter the change order addition or deduction totals previously approved by Fluor Fernald.
14. Enter the change order addition or deduction by sequentially listing the change orders for this period beginning with the Number 1, enter the date the change order was approved, and the amount of the addition/deduction.
ATTACHMENT 4 - PAY ITEM SCHEDULE INVOICE SUMMARY, PAGE 3 of 3.

PAY ITEM SCHEDULE INVOICE SUMMARY INSTRUCTIONS

15. Enter the total additions/deductions by adding /subtracting the change orders previously approved by Fluor Fernald and the change orders approved this period.
16. Enter the net change by change orders by subtracting the total deductions from the total additions.
17. Enter the percent complete, determined by dividing the total completed to date by the contract sum to date.
18. Contractor Project Manager signs and dates upon submittal of invoice.

The following is performed by Fluor Fernald upon review and approval of the Contractor's invoice:

19. FDF Contract Administrator signs and dates in accordance with CT-3.1.7.
20. FDF Construction Contracts Manager signs and dates in accordance with CT-3.1.7.
21. FDF Construction Project Manager signs and dates in accordance with CT-3.1.7.

EH-92-4 DOE Quality Alert
Environment, Safety & Health Bulletin
Assistant Secretary for U. S. Department of Energy, Environment, Safety & Health
Washington, D.C. 20585
DOE/EH-0266
Issue No. 92-4, August 1992

Counterfeit Parts

This bulletin provides a summary of information that has been disseminated by various organizations within the Department of Energy (DOE) to alert the DOE community that some vendors have sold substandard bolts and circuit breakers to its contractors. Such sales can be a crime. In certain cases, suppliers of these substandard parts may also be subject to the civil penalty enforcement provisions of the Price Anderson Amendments Act of 1988. DOE contractors have reported in excess of 1,000,000 suspect/counterfeit bolts and over 700 suspect/counterfeit circuit breakers to the Department.

Counterfeit/Substandard High-Strength Bolts

Counterfeit bolts have been found in military and commercial aircraft, surface ships, submarines, nuclear weapon production facilities, bridges, buildings, and the space shuttle. These bolts often do not possess the capabilities of the genuine bolts they counterfeit and can threaten the reliability of industrial and consumer products, National Security, or lives. At Congressional hearings in 1987, the Army testified that they had purchased bolts that bore the headmarks of Grade 8 high-strength bolts but that were actually inferior Grade 8.2 bolts.

The International Fasteners Institute (IFI) reported finding substandard, mismarked, and/or counterfeit, high-strength Grade 8 bolts in the United States commercial marketplace. In 1988, IFI reported that counterfeit medium-strength Grade 5 bolts had also been found. Foreign bolts dominate the American marketplace due to their price advantage, and the majority of suspect/counterfeit bolts are imported. Identifying, testing, and replacing these bolts has proven expensive and difficult, both mechanically and technically. Not finding and replacing these bolts, however, has proven fatal in some instances.

Fatalities From Substandard Bolts

A Report of the Subcommittee on Oversight and Investigations of the Committee on Energy and Commerce of the U.S. House of Representatives entitled *The Threat from Substandard Fasteners: Is America Losing Its Grip?* dated July 1988 stated the following under the heading "Saturn Corporation, Tennessee":

A death has occurred, in part, because a bolt...broke as an iron worker was tightening it. The iron worker lost his balance and fell, missing the safety net. The bolt, manufactured in Mexico or Spain, was substandard.

The Los Angeles Times printed a story under the headline "Counterfeits Now Nuts, Bolts Issue" in January 1989, which included the following:

Several people have died in crashes involving private planes that officials determined were caused by defective fasteners . . . the nuts, bolts and screws that hold together an aircraft. The National

Transportation Safety Board's computer database indicated there were 61 aviation accidents between 1984 and 1987 caused by bad fasteners.

How many of those fasteners were counterfeited is just now being investigated.

And just last summer, three different military planes at Tinker Air Force Base in Oklahoma experienced engine failure as a result of defective bolts that may have been counterfeit . . .

The Houston Post ran a story with the headline, "Fatal Navy fire blamed on faulty bolt" on March 15, 1992, which stated the following:

A Feb. 22 fire aboard a Navy destroyer that killed two sailors and injured four was caused by a faulty bolt in the ship's engine room...the fire broke out aboard the steam-powered vessel after a stainless steel bolt connecting a high-pressure steam line sheared . . . a closer analysis of the bolt...showed it hadn't been sold to the Navy by any known domestic company, and sources speculate that it might have been a foreign-made fastener.

Fastener Quality Act

Congress has passed legislation aimed at curbing future bolt counterfeiting. The Fastener Quality Act was passed by Congress in November 1990 to impose sanctions upon those who sell untraceable fasteners or bolts. However, the Act has not been implemented. When testing laboratories and regulations are established by the Department of Commerce, the Senior Nuclear Managers Group (SNMG) will amend the guidance issued March 12, 1992.

DOE contractors have reported suspect/counterfeit bolts in several different ways. Some have weighed bolts and reported them in pounds, and others have counted the bolts and reported the actual numbers. As of June 1992, DOE contractors have reported finding in excess of 1,000,000 suspect/counterfeit bolts.

Indicators -- Headmarks

There are several consensus organizations that have published standards for the properties of fasteners. One of these is the Society of Automotive Engineers (SAE). The SAE grade or alleged grade of a bolt is indicated by raised or indented radial lines on the bolt's head, as shown in Figure 1. These markings are called headmarks. DOE is currently concerned with two different grades of fasteners: one has three equally spaced radial lines on the head of a bolt which indicate that it should meet the specifications for a Grade 5 bolt; the other has six equally spaced radial lines which indicate a Grade 8 bolt. Letters or symbols on the head of a bolt indicate the manufacturer.

Figure 1 is a suspect/counterfeit Headmark List that was prepared by the United States Customs Service after extensive testing of many samples of bolts from around the nation. Any bolts anywhere in the DOE community that are currently in stock, in bins, or installed that are on the Customs Headmark List should be considered suspect/counterfeit. The headmarks on this list are those of manufacturers that have often been found to have sold bolts that did not meet the indicated consensus standards. Sufficient testing has been done on the bolts on this list to presume them defective without further testing.

Posters and Headmarks

Figure 1 may be removed and photocopied as needed for use as a poster and handy reference to known suspect fastener headmarks. Bolts with the headmarkings shown have a significant likelihood of being found to be inferior to standards. Generally, the cost of replacement of these bolts is less

than the cost of chemical, hardness, and tensile strength testing. Note also that counterfeit bolts can be delivered with counterfeit certificates -- documentation alone is insufficient to demonstrate compliance with standards. The Fastener Quality Act of 1990 will require the registration of the headmarks of manufacturers, and it also will require everyone in the distribution chain to ensure bolt traceability.

Current Activities

SNMG took action in December 1990 to disseminate information for substandard material to field activities. Subsequently, the group developed a plan of action with two purposes, viz., (1) to determine the scope of the problem and to take immediate corrective actions as appropriate, and (2) to provide guidelines for strengthening the procurement process so as to preclude the acceptance of counterfeit parts in the future.

Consistent with SNMG guidance, each site should:

1. Continue inspection of inventories and systems for suspect/counterfeit parts,
2. Continue review and revise procurement and quality assurance procedures so that the problem does not recur, and
3. Continue to detect any new attempts by unscrupulous vendors to supply substandard parts.

Precautions

The following precautions should be recognized when addressing the issue of suspect/counterfeit parts:

1. Selective Testing--Some facilities perform selective testing of sample bolts rather than have an independent testing laboratory run all the tests required by consensus standards. In many cases, a new counterfeit bolt has roughly the same physical strength as the graded bolt it mimics, but does not have either the chemical composition or the heat treatment specified by the consensus standards. As a result, it will stretch, exhibit metal fatigue, or corrode under less harsh service than the genuine bolt. Simple tensile strength tests cannot be used to identify substandard high-strength fasteners and should not be solely relied upon in performing acceptance tests.
2. Using Suspect/Counterfeit Grade 5 Bolts in Grade 2 Applications -- Some sites use suspect/counterfeit Grade 5 bolts in applications that only call for Grade 2 bolts. Eventually the suspect/counterfeit Grade 5 bolts will be used in an application that requires a genuine Grade 5 bolt and that application may fail. In some cases, cheap imported graded bolts have been purchased in place of ungraded bolts because the small price differential made the extra quality seem to be a bargain. Given the expense of removing suspect bolts from DOE facilities, the practice of using suspect bolts for any application should be stopped.
3. Keep Bolts in Original Packages--All bolts purchased should be kept in the original packages, not emptied into bins. The packages should have labels or other markings that would permit them to be associated with a particular procurement action and a specific vendor. Approved vendor lists should be checked to assure that fastener vendors on that list have been audited for adequacy of their quality programs recently.

Disposition

Consistent with SNMG guidance:

1. Segregate and retain all suspect/counterfeit bolts including those found with headmarks that match those on the U.S. Customs Service Headmark List shown in Figure 1. The Office of Inspector General and the Office on Nuclear Safety should be notified when suspect/counterfeit bolts are being retained. These should be retained as potential evidence until specifically released by the Office of Inspector General and the Office of Nuclear Safety for Price Anderson Enforcement. Bolts on the Headmark List may only be disposed of when the above organizations no longer need them as evidence.
2. Report all suspect/counterfeit bolts. Regardless of use or test results, it is imperative that all suspect/counterfeit bolts be reported to ORPS in accordance with DOE 5000.3A, Occurrence Reporting and Processing of Operations Information, Attachment 1, "Categorization of Reportable Occurrences." The reports should include identification of the particular headmark, the number of bolts found with that headmark, and the supplier.
3. Report to the Office of Inspector General cases where there are indications that suppliers knowingly supplied items and services of substandard quality.
4. Witness and document the melt down of all suspect/counterfeit bolts when approval is given for disposal as discussed in No. 1 above.

As appropriate, DOE contractors should also report on the SPMS which provides more detailed information. To obtain a password for access to this system, contact Rick Edwards (208)526-1099. Suspect Equipment Reports (SER) can be found in the Supplier Evaluation and Suspect Equipment (SESE) data base on the ES&H News menu of the SPMS. Only SER representatives can enter data into SER. If there is no SER representative at your site, or if you wish to have data entry access, contact Janet Macon (301)903-6096.

Refurbished Molded-Case Circuit Breakers

Investigations thus far of electrical components at DOE facilities uncovered over 700 suspect/counterfeit molded-case circuit breakers that were previously used, refurbished and sold to DOE contractors.

The following factors should be recognized regarding suspect or refurbished circuit breakers.

1. The quality and safety of refurbished molded-case circuit breakers is questionable since they are not designed to be taken apart and serviced or refurbished. There are no electrical standards established by Underwriters Laboratory (UL) for the refurbishing of molded-case electrical circuit breakers, nor are there any "authorized" refurbishers of molded-case circuit breakers. Therefore, "refurbished" molded-case circuit breakers should not be accepted for use in any DOE facility.
2. One source of refurbished molded-case circuit breakers is from the demolition of old buildings. Some refurbishers are junk dealers who may change the amperage labels on the circuit breakers to conform to the amperage ordered and then merely clean and shine the breakers. This situation was brought to DOE's attention by the Nuclear Regulatory Commission (NRC) which, in turn, had been informed of the practice by the company that manufactures circuit breakers. In early 1988, a sales representative identified "refurbished" circuit breakers at Diablo Canyon Nuclear Power Plant. A subsequent investigation confirmed that circuit breakers sold to the power plant as new equipment were actually refurbished. The managers of the two firms that refurbished and sold these breakers have been convicted of fraud and have paid a substantial fine.

NRC published Information Notice No. 88-46 dated July 8, 1988, on the investigation findings and circulated it to all applicable government agencies, including DOE. On July 20, 1988, DOE notified all

field offices that refurbished circuit breakers may have been installed in critical systems. Shortly thereafter, DOE established the Suspect Equipment Notification System (SENS), a submodule of ES&H Events and News on the Safety Performance Measurement System (SPMS). SENS has since been replaced by the Supplier Evaluation and Suspect Equipment (SESE) submodule which includes Suspect Equipment Reports.

4. Some of DOE's older sites have circuit breakers in use that are no longer manufactured. According to the Nuclear Management and Resources Council (NUMARC), examples of such breakers are Westinghouse breakers with frames E, EA, F and FA. If a DOE contractor has an electrical box that requires a breaker with one of these frame sizes, that contractor would not have been able to purchase it from Westinghouse for several years. If the contractor were to order a replacement breaker from an authorized Westinghouse dealer, the dealer could not get a new replacement breaker from the manufacturer. To fill the order, the dealer had to turn to the secondary or refurbished market.

Dealing with an authorized distributor does not preclude ending up with refurbished circuit breakers. Westinghouse has announced that it is considering satisfying this market by manufacturing circuit breakers that will fit in these applications.

The solution, as recommended by NUMARC, is not to focus on the credentials of the distributor but on the traceability of the circuit breaker itself. A purchaser can be assured of having a new circuit breaker only if the breaker can be traced back to the original manufacturer.

Indicators of Refurbished Breakers

Typically, refurbished circuit breakers sold as new equipment have one or more of the following characteristics:

The style of breaker is no longer manufactured.

The breakers may have come in cheap, generic-type packaging instead of in the manufacturers' original boxes.

Refurbished circuit breakers are often bulk-packaged in plastic bags, brown paper bags, or cardboard boxes with handwritten labels. New circuit breakers are packed individually in boxes that are labeled with the manufacturer's name, which is usually in two or more colors, and are often date stamped.

The original manufacturer's labels and/or the Underwriters Laboratory (UL) or Factory Mutual (FM) labels may have been counterfeited or removed from the breaker. Refurbishing operations have been known to use copying machines to produce poor quality copies of the original manufacturer's and the certifying body's labels.

Breakers may be labeled with the refurbisher's name rather than the label of a known manufacturer.

The manufacturer's seal (often multicolored) across the two halves of the case of the breaker is broken or missing.

Wire lugs (connectors) show evidence of tampering.

The surface of the circuit breaker may be nicked or scratched yet have a high gloss. Refurbishers often coat breakers with clear plastic to produce a high gloss that gives the casual observer the impression that the breaker is new. The plastic cases of new circuit breakers often have a dull appearance.

Some rivets may have been removed, and the case may be held together by wood screws, metal screws, or nuts or bolts.

Contradictory amperage ratings may appear on different parts of the same refurbished breaker. On a new breaker, the amperage rating is stamped into, raised from, or machine-painted on the handle of the circuit breaker. In order to supply a breaker with a hard-to-find rating, refurbishers have been known to file down the surface of the handle to remove the original rating and hand-paint the desired amperage rating.

Testing

In a news release dated February 6, 1989, the National Electrical Manufacturer's Association (NEMA) announced the cancellation of its Publication AB-2-1984 entitled, "Procedures of Field Inspection and Performance Verification of Molded-Case Circuit Breakers used in Commercial and Industrial Applications," and stated the following:

These procedures were intended for use with breakers that had been originally tested and calibrated in accordance with NEMA Standards Publication AB 1 or Underwriters Laboratories Standard UL 489, and not subsequently opened, cleaned or modified.... Therefore the Standards Publication contained none of the destructive test procedures . . . necessary to verify the product's ability to withstand such conditions as full voltage overload or short circuit. Without such tests, even if a rebuilt breaker had passed the tests specified in AB-2, there would be no assurance that it would not fail under overload or short circuit conditions. It is NEMA's position that regardless of the results of electrical testing, refurbished electrical circuit breakers are not reliable and should not be used.

Precautions

Follow these precautions regarding suspect or refurbished circuit breakers.

1. Require that molded-case breakers be new and unaltered. Proof that they are new and unaltered requires the vendor to show traceability back to the original manufacturer.
2. Do not rely completely on dealing with authorized dealers for protection from purchasing refurbished molded-case circuit breakers.
3. Approve formal procedures for inspecting circuit breakers that are received and installed according to the indicators of refurbished breakers listed above.
4. Contact the original manufacturer if any indication of misrepresentation is encountered. There are many original manufacturers of molded-case circuit breakers whose products are being refurbished and sold as new. These manufacturers have the most specific information about how to assure that their products have not been refurbished.

Disposition

1. Segregate and retain all circuit breakers found with indications that they may be refurbished. These will be retained as potential evidence until specifically released by the Office of Inspector General and the Office of Nuclear Safety for Price Anderson Enforcement. Circuit breakers that may be refurbished may only be disposed of when the above organizations no longer need them as evidence.
2. Report suspect electrical components to ORPS and as appropriate to the Suspect Equipment Reports (SER) on SPMS. The ORPS categorization group should be identified as "Cross-Category Items, Potential Concerns or Issues." The description of cause section in the ORPS report should include the text "suspect counterfeit parts."
3. Witness and document the destruction of all suspect/counterfeit circuit breakers when approval is given for disposal as discussed in No. 1 above.

Additional Information

EXHIBIT #5

The Office of Nuclear Energy has the responsibility for resolving the suspect/counterfeit parts issue in the Department. Further guidance as it is developed will be disseminated to the field offices.

This Bulletin is one in a series of publications issued by EH to share occupational safety information throughout the DOE complex. To be added to the Distribution List or to obtain copies of the publication, call 615-576-3482. For additional information regarding the publications, call Barbara Bowers, Safety Performance Indicator Division, Office on Environment, Safety and Health, U.S. Department of Energy, Washington, DC 20585 (phone: 301-903-3016).

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INVOICE CUT OFF DATES

INVOICE CUTOFF DATES 2001

January	28,	2001
February	25,	2001
April	01,	2001
April	29,	2001
May	27,	2001
July	01,	2001
July	29,	2001
September	02,	2001
September	30,	2001
October	28,	2001
December	02,	2001
December	30,	2001

INVOICE CUT OFF DATES 2002

January	20,	2002
February	24,	2002
March	25,	2002
April	21,	2002
May	26,	2002
June	23,	2002
July	21,	2002
August	25,	2002
September	30,	2002
October	20,	2002
November	24,	2002
December	22,	2002

INVOICE CUT OFF DATES 2003

January	19,	2003
February	23,	2003
March	23,	2003
April	20,	2003
May	25,	2003
June	22,	2003
July	20,	2003
August 24,	2003	
September	30,	2003
October	19,	2003
November	23,	2003
December	21,	2003

INVOICE CUT OFF DATES 2004

January	18,	2004
February	22,	2004
March	21,	2004
April	18,	2004
May	23,	2004
June	20,	2004
July	20,	2004
August	22,	2004
September	30,	2004
October	25,	2004
November	28,	2004
December	28,	2004

INVOICE CUT OFF DATES 2005

January	23,	2005
February	27,	2005
March	27,	2005
April	24,	2005
May	29,	2005
June	26,	2005
July	24,	2005
August 28,	2005	
September	30,	2005
October	23,	2005
November	27,	2005
December	25,	2005

INVOICE CUT OFF DATES 2006

January	22,	2006
February	26,	2006
March	26,	2006
April	23,	2006
May	28,	2006
June	25,	2006
July	23,	2006
August	27,	2006
September	30,	2006
October	22,	2006
November	26,	2006
December	24,	2006

CONTRACTOR EMPLOYEES ENTRY CHECKLIST

1. Name:	2. SSN:
3. Hire Date:	4. Company Name:

The Employee shall keep this form with him until each Activity has been completed, initialed by FDF and his permanent ID badge has been issued. This form will then be turned over to the FDF training coordinator.

Activity Required	5. Yes	5. No	6. Schedule Date	7. Time	8. Location	9. FDF initial & Date
Complete Access Request Form						
Complete Drug Screen (Leave Sample)						
Complete Site Worker Training						
Complete Construction Rules & Regulations						
Complete General Employee Training (GET)						
Complete Radiological Worker I Training						
Complete Radiological Worker I Practical						
Complete Radiological Worker II Training						
Complete Radiological Worker II Practical						
Respirator Training						
Complete Medical Evaluation Part 1						
Complete Medical Evaluation Part 2						
Complete INVO						
Pick up Permanent ID Badge						
Pick up dosimeter.						

10. Comments:

FDF Security Signature	Date	Activity	Phone No.
11.	12.	13.	14.

INSTRUCTIONS FOR COMPLETING THE CONTRACTOR EMPLOYEES ENTRY CHECKLIST:

Prior to performing work at the FEMP the Contractor or his subcontractor employees shall complete the Contractor Employees Entry Check list.

The Contractor employee shall complete the scheduled activity as required by the Entry Check list and have the Fluor Daniel Fernald (FDF) person responsible for the activity initial and date the form.

The Contractor employee shall complete the scheduled training requirements as identified on the Entry Check list and have the Fluor Daniel Fernald (FDF) person responsible for the training initial and date the form.

The following instructions are for completion of the Contractor employees entry check list.

Contractor employee shall enter the following information.

1. Enter name.
2. Enter Social Security Number.
3. Enter hire date.
4. Enter company name.

Fluor Daniel Fernald complete the following:

5. Mark Yes or No block for required activity or training (This information should be taken from the employee's access form submitted by the Contractor).
6. Enter date training or activity is scheduled for.
7. Enter time activity or training is schedule for.
8. Enter Location of activity or training.
9. FDF Instructor or coordinator shall initial and date.
10. Enter any comments.
11. Sign signifying contractor has completed the activity or training.
12. Enter date.
13. Issue Permanent ID Badge.
14. Enter Phone Number.

CONTRACTOR EMPLOYEE EXIT CHECKLIST

1. Name:		2. SSN:	
3. Badge No.:		4. Dosimeter Badge No.:	
5. Termination Date:		6. Company Name:	
Signature	Date	Phone Ext.	Activity
7.			Locker check-out.
8.			Return boots to Laundry.
9.			Medical Termination History Form.
10.			Leave exit urine sample.
11.			Turn in dosimeter.
12.			Request for Final Dosimeter Reading.
13.			Date of exit INVIVO (if Rad. II trained).
14.			Turn in radio.
15. FORWARDING ADDRESS: (Preferably residence for urinalysis results and final dosimetry reading.)			
STREET ADDRESS		PHONE NUMBER	Area Code: Phone Number:
CITY		STATE	ZIP
16. Subcontractor: Manager/Supervisor:			Date:
This form shall be turned over to the Construction Training Coordinator in trailer T-124			
SIGNATURE	DATE	PHONE EXT.	ACTIVITY
17.			Turn in permanent badge.
18.			Data Entry
19. REMARKS:			

INSTRUCTIONS FOR COMPLETING THE CONTRACTOR EMPLOYEE EXIT CHECKLIST:

Prior to leaving the FEMP due to termination or transfer (on site), each Contractor or lower-tier subcontractor employee must complete the Contractor Employee Exit Checklist.

The employee shall report to each section listed on the Contractor Employee Exit Checklist and complete the action required by that section (i.e. turn in boots, check out of locker, leave exit urine sample) and have the person performing the check out sign and date this form signifying that the employee has completed that activity.

The following instructions are for completion of the Contractor Employees Exit Checklist.

Contractor

1. Enter Employee's name.
2. Enter Social Security Number.
3. Enter badge number.
4. Enter dosimeter badge number.
5. Enter termination date.
6. Enter company name.

FC&DP Site Project Services

7. Enter signature, date and phone extension when item is complete.
8. Enter signature, date and phone extension when item is complete.

Safety and Health - Medical

9. Enter signature, date and phone extension when item is complete.
10. Enter signature, date and phone extension when item is complete.

Safety and Health - Dosimetry

11. Enter signature, date and phone extension when item is complete.
12. Enter signature, date and phone extension when item is complete.
13. Enter signature, date and phone extension and date of EXIT INVIVO.

Construction Contracts Manager

14. Enter signature, date, and phone extension when item is complete.

Contractor

15. Enter a forwarding address for the employee.
16. Sign and date when all items have been completed.

Administration - Access

17. Enter signature, date and phone extension when item is complete.
18. Enter signature, date and phone extension when item is complete.
19. Enter any remarks pertinent to check-out activities.