

PART I – THE SCHEDULE

SECTION C – STATEMENT OF WORK SITE LABOR SUPPORT FOR ASBESTOS ABATEMENT ACTIVITIES

OVERVIEW

The purpose of this Contract is to provide targeted asbestos abatement and asbestos cleanup for Fluor-BWXT Portsmouth (FBP) in support of the Department of Energy Contract DE-AC30-10CC40017, Portsmouth Decontamination and Decommissioning (D&D) Project at the Portsmouth Gaseous Diffusion Plant (PORTS) near Piketon, Ohio.

The Contractor will provide Site Labor Support on a Time and Material basis to Fluor-BWXT Portsmouth LLC in the execution of the environmental restoration of PORTS. The Contractor will provide the necessary personnel, equipment and material to complete work activities identified in this Section C and under the terms of the Contract.

Site Labor Support of Construction Activities

1.0 Project Description:

Except as otherwise expressly provided herein, Contractor shall supply all adequate and competent labor, supervision, tools, equipment, expendable and consumable materials, services, testing devices and each and every item of expense necessary for the supply, fabrication, field erection, application, handling, hauling, unloading and receiving, installation, construction, assembly, testing of asbestos abatement and cleanup activities hereinafter called the Work.

- 1.1 Background:** GDP (Ports) Project is situated on a 3,777-acre parcel of DOE owned land. Twelve hundred acres of DOE's property are located within the facility's Perimeter Road and comprise the centrally developed portion of the facility. Five hundred acres of the land within the Perimeter Road are fenced for controlled access. Approximately 190 buildings are located within PORTS, and there are numerous utility structures on the site. The DOE owned land outside the Perimeter Road is used for a variety of purposes, including a water treatment plant, holding ponds, sanitary and inert landfills, cemeteries, and open and forested buffer areas. The majority of the site associated with the gaseous diffusion plant (GDP) is located within the fenced area. Within this area is the core gaseous diffusion plant including the three large process buildings and auxiliary facilities

2.0 SPECIFICATIONS, DRAWINGS, ATTACHMENTS, AND EXHIBITS

All Work shall be performed in strict accordance with the following described specifications, drawings and other documents, which by this reference are made a part hereof.

2.1 Specifications:

To be provided with Task Orders.

2.2 Drawings:

To be provided with Task Orders.

2.3 Attachments:

Note: For Attachment refer to Section "J" and Task Order specific attachments.

2.4 Exhibits:

To be provided with Task Orders.

2.5 References

To be provided with Task Orders.

3.0 Specific Work description:

The Work described in Articles 1.0 and 2.0 of this PART I shall include, but not be limited to, the following:

3.1 The subcontractor shall furnish all: qualified labor, supervision and safety oversight, material, equipment, small tools, consumables, and related items required to perform asbestos abatement activities on a Task Order basis.

3.1.1 Contractor shall provide Craft Certifications as required i.e. asbestos abatement certification, welder qualification, electrician certificate, plumber license etc.

3.1.2 Work Activities under this Time-And-Material contract will be issued on a Task Order basis. Task Order scopes of work may contain drawings, specifications, instructions, and/or requirements for scope execution.

3.1.3 Depending on Task Order requirements the Contractor will develop a task specific Work Plan(s) or work to the Company provided Work Control Documents.

3.2 Material, Equipment, or Services Furnished:

Contractor shall be responsible for procuring all equipment and materials to perform the Task Order. All material must be compliant with requirements as stated in the Task Order specific Scope of Work, drawings, Engineering Change Requests (ECR's), Request for Information (RFI's) or any other documents as directed by the Company. A list of estimated materials for each Task will be supplied to the company prior to purchase and submitted in contractor's estimate for each Task.

Contractor shall procure, receive, secure, inventory, and properly store materials until use. All equipment procured/rented by contractor shall meet site requirements (i.e.: no suspect counterfeit parts, no cracks in glass and be fully operational). All equipment attachments must be engineered to match the equipment and operate as designed. Equipment with excessive wear will not be acceptable. All equipment shall be OSHA and ANSI compliant. Equipment must be sized appropriately to the scope of work being performed. All equipment manuals, recent maintenance records, and annual inspections must be presented upon equipment arrival. The project contact or the FBP Leased Equipment Manager must be contacted 24 hours prior to equipment scheduled delivery or pick up. All equipment keys must be managed and secured by a contractor single point of contact when not in use.

3.2.1 Contractor shall work with FBP to provide all necessary resources for planning, materials requisition and receipt, scheduling, installation of materials, equipment operation, and services required in the Contract and Task Orders for work execution and as deemed necessary by Company.

3.2.2 Contractor shall provide ample time for equipment to be radiological released prior to return to vendor.

3.2.3 Contractor shall plan for work scheduling and meeting high hazard evaluation for work as required by Task Order RFPs. Task Order planning will be performed prior to Task Award by contractor management staffing.

3.2.4 Contractor shall provide a Task Order Proposal with back up documentation for all issued Task Orders. Back up documentation is to include but not limited to: planned work hours, schedule of work to be performed, equipment to do the work, materials and manpower required.

3.2.5 Contractor shall be responsible for acquisition, inventory, control, and distribution of all small tools and consumables related to Contract and Task Order work. Inventory control will include a list of small tools and consumables. This list or log shall be available to FBP for inspection upon request.

3.2.6 Contractor shall provide evidence of License for Electrical Contractor in the State of Ohio or Reciprocal States, issued through the Ohio Construction Industry Licensing Board (OCILB). This license is required for all electrical work associated with this contract.

3.2.7 Contractor shall provide evidence of License for Asbestos Contractor and Asbestos Worker Certification in the State of Ohio or Reciprocal States issued through the Ohio EPA. This license is required for all asbestos work associated with this contract.

3.3 Commitment on Task Order Schedules and Budget:

Task Order progress will be analyzed using Earned Value Management.

3.3.1 Task Order Progress Reporting - Upon Task Order award the project schedule shall be finalized and a cost and schedule baseline established to allow complete project status tracking, and history. The schedule shall also show any significant site interface needs which may impact the project schedule. Contractor shall prepare and submit a weekly report for each Task Order detailing the following:

- A. Project actual costs or Actual Cost of Work Performed (ACWP)
- B. Estimate to complete (ETC)
- C. Schedule status (percent complete by activity and task)
- D. Task Order cost and/or schedule variance and cause of variance including contractor caused delays, site interference, requirements changes resource constraints, etc.)
- E. Recommendations for cost and schedule recovery/improvement as appropriate.
- F. Identification of upcoming site interface needs or requirements

3.4 Productivity:

The contractor shall be responsible for the productivity of its employees. The responsibility shall include, as a minimum, evaluating progress of work, taking appropriate actions to correct poor productivity, and building a team ethic conducive to good productivity.

4.0 MOBILIZATION AND DEMOBILIZATION

4.1 BADGING, TRAINING AND SAFETY REQUIREMENTS:

Contractor personnel shall not be permitted unescorted access to any site facility without proper training and badging. The Contractor shall be responsible for compliance with all safety, health,

security and other requirements of the project site. All work to be performed at the project site or off-site facilities will be in compliance with the Security requirements as specified within the contract.

Contractor shall obtain proper credentials from building X-801 badging station upon providing a valid driver's license. Only U.S. Citizens will be permitted to work on this Contract. Safety requirements are defined by, but not limited to the Task Order specific Work Control Document, Job Hazard Analysis, and Training Matrix as approved by FBP, and Contract terms and Conditions.

4.2 CONTRACTOR SUBMITTALS

Contractor shall commence performance of planning; scheduling and generating requirements contained in the submittal register for the work after receiving Notice to Proceed from Company.

4.2.1 Key Task Order Submittals are:

- A. Work Plan
 - a. Submittal of the Work Plan shall be in accordance with Attachment J-6. The Work Plan will include Task Order specific plans as applicable. All Plans shall be approved by FBP prior to the start of work activities. The Contractor shall follow the format specified in Attachment J-25.
- B. Job Hazard Analysis
 - a. Analysis of the hazards associated with each work task, and associated controls to mitigate the hazards see J-13.
- C. Training Matrix
 - a. The training matrix submittal is for the purpose of defining the required training to address the hazards associated with a specific task. J-13 Appendix 1 can be used for the evaluation and incorporation of training needs.
- D. Detailed Schedule
 - a. Producing task order producing Task Order specific schedules utilizing Primavera P6 or equivalent scheduling software. Schedules required for Task Order work are a Management Summary Level Schedule 1), Project Level Schedule (Level 2), and a resource (manpower) loaded schedule). Schedules shall be resource loaded (manpower and cost). Schedules shall be developed to assure that productivity is optimized through efficient, safe work practices.
 - b. Additional submittals may be required depending on task specific needs.

4.3 MOBILIZATION

After all submittals have received an A or B status the company will then issue an Authorization to Mobilize to the contractor at that time the contractor shall complete work as defined in individual Task Orders.

The Subcontractor shall mobilize required equipment and materials to the site, and allow FBP to conduct a baseline radiological survey and Inbound Equipment Inspection prior to entering the work site location.

The Contractor shall set up and post appropriate project work boundaries and coordinate with the Contract Technical Representative (CTR) to identify Storm Shelters, evacuation routes, assembly points, break area, smoke area, rest room facilities, lay down and staging areas.

5.0 MATERIAL, EQUIPMENT, OR SERVICES FURNISHED BY COMPANY/GOVERNMENT

Company will furnish or cause to be furnished to Contractor, without cost to Contractor, the following items for or in connection with performance of the Work:

5.1 Services:

5.1.1 FBP network systems including but not limited to: site procedure policies and forms, drawings and specifications, these items will be allowed on an as needed basis, and the discretion of the company.

5.2.2 Task Orders will specify any other services to be provided by the company.

5.2 Materials and Equipment

5.2.1 Task Orders describe the material and equipment to be furnished by the Company.

5.3 Notwithstanding the Article entitled the "Permits and Licenses" in Section H, Company will furnish the permits listed below:

5.3.1 Job Site Work Permits: Permits required for performance of the Work at the jobsite will be arranged by the Company, provided Contractor shall in a timely manner prepare all applications for such permits and submit them to Company. All permits required for performance of the Work at the jobsite will be arranged by the FBP. FBP shall provide all required permits; the contractor shall request the permit 3 working days in advance of the permit need. Typical job site work permits include:

- A. Excavation
- B. Penetration
- C. Welding I Hot Work
- D. Lock Out Tag Out (LOTO)
- E. Radiological Work Permit (RWP)
- F. Confined Space Work Permit

6.0 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

6.1 Task Orders describe the material and equipment to be furnished by the Company.

6.1.1 Company will supply or cause to be supplied the following temporary construction utilities to Contractor, without cost to Contractor, for or in connection with performance of the Work:

6.1.1.1 Parking areas for the contractor's work vehicles will be limited to a location near the work area as designated by the Contract Technical Representative (CTR). Parking along plant site roads and streets will not be permitted without specific authorization by the CTR.

6.1.1.2 All other temporary construction utilities supplied by company will be specified at the Task Order Release level.

6.2 Furnished by Contractor

It is the contractor's sole responsibility to provide project specific office, break and lunch areas for their employees, vendors and subcontractors. Other break and lunch areas at the plant site are

not available for the contractor's or subcontractor's use. Contractor will supply sanitary and temporary change facilities as requested in the task specific Task Order for the project or the Contractor shall provide written notice to the CTR two weeks prior to need for sanitary facilities and coordinate with the CTR for change facility locations. Except as expressly set forth in Section 6.1 of this Article 6.0, the supply, installation, provision, maintenance, repair, and final removal of all temporary facilities and utilities, necessary for full and complete performance of the Work, is the sole responsibility of the Contractor. Such items shall include, but not necessarily be limited to, those listed below.

Irrespective of the contents of this Section 6.2, Contractor has the sole responsibility to identify and provide all required temporary facilities and utilities to perform the Work. The type of facilities, move-in and move-out dates, and locations on the work Site shall be subject to and in accordance with the review and approval of CTR.

6.2.1 Temporary Facility and Lay-down Area

- A. Construction offices (trailers) must be secured or anchored to prevent movement or turnover from high winds. Electrical connections must be made by a qualified electrician. FBP reserves the right to inspect and approve the contractor's office installation.
- B. Maintenance of Contractor's lay down, storage and work areas and roads within such areas.
- C. Upon demobilization, the land previously occupied by Contractor's Temporary Facilities and Lay-down area shall be returned to its pre-construction condition or better. This requirement shall also apply to all Temporary Roads, and Parking, Lay-down areas and Temporary Utilities.
- D. Smoking Areas:
 - a) Contractor will only be permitted to smoke at designated smoking areas as directed by the CTR. Meeting the requirements for establishing and maintaining the smoking area will be the sole responsibility of the contractor. Smoking will only be allowed during schedule break times. No smoking will be allowed within the Work area or during the performance of work
 - b) Provide a 20 lb. fire extinguisher.
 - c) Designate smoke area with a non-flammable barricade.
 - d) Use fire resistant containers for extinguishing and disposal of cigarette butts.
 - e) Provide and maintain safe walk access to the smoking area.
 - f) Provide a waste disposal container for debris other than cigarette butts.
 - g) Follow good housekeeping practices.

6.2.2 Storage Compounds

Adequate weather tight storage, for storage of materials, tools, and equipment which are subject to damage by weather. The location of storage compounds must be agreed with CTR before storage of materials commences. Such compounds shall be maintained for the storage of the approved materials and for no other purpose.

6.2.3 Construction Power

- A. Includes connections to and disconnections from Company provided construction power supply, transforming to lower voltage and distribution.
- B. Construction power is for the joint use of all contractors engaged at the Work Site.
- C. Onsite generation of power is allowed providing that such power is obtained through the use of properly installed, acoustically insulated electric generating units and approved by the CTR.
- D. No weight shall be imposed upon any electric cable and no staged materials, ladder or similar equipment shall rest against or be attached to it. Temporary power cables in use by Contractor must be positioned so that they do not cause a tripping hazard (run 7 ft. overhead or laid neatly out of walkways).
- E. Contractor will be responsible for maintaining and removing any equipment or devices installed.
- F. All electrical installations within temporary buildings shall be in accordance with the NFPA and the NEC. Including connections to and disconnections from FBP provided construction power supply, transforming to lower voltage and distribution.
- G. Before contractor plugs in any electrical appliance to any plug socket belonging to FBP it shall ensure that the appliance is in good condition and is fitted with a suitable cable, including fully rated and insulated neutral conductor and protective ground conductor.

6.2.4 Temporary Facility Area Power, Lighting and Heating Supply

All electrical installations within temporary buildings shall be in accordance with the NFPA and NEC.

- A. Includes connections to and disconnections from Company provided construction power supply, transforming to lower voltage and distribution.

6.2.5 Construction Water

Contractor is also responsible for the safe and proper disposal of water into either local drainage systems or, where these are either not available or water has become contaminated, to offsite disposal locations approved by CTR.

6.2.6 Potable Water

A potable water supply source (if required to perform specialized work) will be furnished by FBP to be used only in connection with work performed under this contract (refer to Section C.4.1.3). The contractor shall furnish, install, and remove all necessary water connections required to route water from a provided tie in location to the construction site. Locations and piping shall be subject to review and approval by the CTR and will include backflow prevention devices when required. Any permits/permission required will be coordinated by the CTR with the utilities department.

6.2.7 Water Disposal and De-watering

Contractor shall perform all necessary de-watering and disposal of ground water in accordance with the Site Storm Water Pollution Prevention Plan (SWPPP).

6.2.8 Fuels and Lubricants

- A. Oils, greases, and similar materials must be stored in nonflammable bins or buildings or in a fenced compound remote from other combustible materials as approved by CTR/Client.

- B. "No smoking": signs shall be provided by Contractor and prominently displayed in areas where flammable materials are stored. Additionally, Contractor shall provide and maintain suitable fire extinguisher in such areas.
- C. Contractor shall provide all fuel for heating, ventilation, and air conditioning of Temporary Facilities (unless these are run using free issue power).
- D. Fossil Fueled Vehicle Limitations in Buildings: This limitation is applicable to, but not limited to, automobiles, trucks, tractors, forklifts, high-lifts, other cylinder handling equipment, and personnel carriers. Fossil fuels include, but are not limited to gasoline, diesel, or ethanol. The size of a fuel tank on each individual fossil fueled vehicle is limited to 50 gallons of fossil fuel. The use of propane for vehicle fuel is prohibited.
- E. Temporary Fuel Power Equipment.
- F. Stationary fuel powered equipment (e.g. generators, pumps, light plants, etc.) with a fuel holding capacity equal to or greater than 55 gallons of fuel must be equipped with a double walled fuel tank. If a double wall fuel tank is not available then the stationary fuel powered equipment must be placed in an acceptable secondary containment device as approved by HSE and the CTR. If an existing secondary containment area is not available, then it is the contractor's sole responsibility to provide an acceptable secondary containment device. The secondary containment device must be sized to hold the equivalent of the largest tank volume within that containment.
- G. For equipment requiring secondary containment that will be stored outdoors, the containment area must provide for accumulated precipitation, and as such, be sized to 120% of the largest tank volume within that containment. The secondary containment's material(s) of construction shall be impervious to and compatible with, the liquid to be contained. Any spills within the secondary containment shall be reported immediately to the CTR. Provisions shall be made for draining off accumulations of water.
- H. The contractor shall ensure that any drain valves remain closed except when draining. The stationary fuel powered equipment and all secondary containment areas must be inspected and maintained daily. The contractor shall ensure documentation of these inspections is recorded daily, and that the inspection log is available for FBP for inspection upon request. Temporary Electric Generators greater than 25kW will require grounding per OSHA 29 CFR 1926 (F)(3)(i).

6.2.9 Communication Facilities

Contractor shall provide and operate all means of communication, including but not limited to telephones and facsimiles which shall be approved by CTR. Radios shall be provided by FBP unless otherwise specified in Task Order Release, if the contractor is requested to provide radios are requested then radiofrequencies must be approved by FBP.

6.2.10 Temporary Roads and Parking

Contractor shall be responsible for providing and maintaining all roads and parking areas deemed necessary by Contractor for access, and parking in Temporary Facilities areas, construction areas, and between areas. Contractor provided roads and parking areas shall be constructed so as to provide for adequate safe movement of light and heavy vehicles,

and equipment. Contractor's temporary roads shall be constructed in a manner ensuring the avoidance of damage to all permanent roads, facilities, and underground structures.

- A. Contractor shall maintain temporary roads and parking areas regularly, and shall water all these roads as a dust abatement measure, as needed or directed.
- B. Contractor shall remove and restore areas occupied by Temporary roads and parking areas upon completion of the Work.
- C. Comply with load restrictions in all buildings. Comply with load restrictions for all roads and bridges.
- D. Maintenance of Traffic: The contractor shall provide flagmen, safety cones, barricades, signage, etc., as necessary to maintain safe traffic flow on plant streets. Street closure or reduction from two-lane traffic to one-lane traffic shall be minimized. Contractor can use their employees for flagman to control traffic for up to 30 minutes, if additional flagging is required for periods longer than 30 minutes; then FBP Protective Force personnel will provide resources to flag and control traffic. Scheduling FBP Protective Force personnel requires a 24-hour advance notice. Requests for street or lane closures and restrictions shall be submitted to the CTR for approval at least three (3) days in advance
- E. Barricade, Bypasses and Warning Signs:
 - a) The contractor shall, prior to commencing work, furnish, erect, and maintain during the progress of construction, substantial barricade, bridging, ramps, sidewalks, cones, barrels, guard rails, and signage; furnish, place and maintain adequate lights and warning signals, provide flagmen and watchmen; and provide other safeguards as directed by the CTR where and as may be necessary to protect pedestrian and vehicular traffic.
 - b) No FBP streets or roadways shall be barricaded without coordination with the CTR. Contractor area barriers shall have a designated entrance location(s); each location shall have a sign identifying the project name, contract number, contractor, and CTR contact and phone number to notify for entry.
 - c) All barricades, temporary bridging, and other temporary construction shall be removed by the contractor upon completion of work requiring such safeguards

6.2.11 Radiological Monitoring for Construction Tools/Equipment.

All contractor vehicles, equipment, materials, trailers, tool boxes and tools must be monitored and released by Radiation Protection (RP) upon arrival to and prior to leaving plant site. Exemption is by written permission from FBP. If at all possible, the contractor shall have their tools and equipment arrive one day in advance of scheduled use for RP monitoring.

6.2.12 Material Handling and Rigging

- A. Construction activities, material deliveries, and off-loading operations shall be conducted to minimize interruptions to FBP's normal operations. Blockage of doors and alleys will not be permitted without prior coordination and approval of the CTR.
- B. Contractor shall provide and operate all cranes and other necessary equipment for handling, hauling, unloading, and receiving materials, tools, and equipment. Hoisting and Rigging shall be in accordance with the

Hoisting Rigging Plan that has been approved by FBP Hoisting & Rigging manager.

6.2.13 Provide Weather Protection of the work area equipment and tools as needed, and any methods required to allow continuation of the work during periods of inclement weather as practical.

6.2.14 Small tools

Tools, equipment and material containing suspect counterfeit parts will not be accepted. All tools, equipment and material shall be used per manufacturer's recommendations and shall not contain parts or attachments that are not designed/manufactured specifically for the piece.

- A. The contractor is to perform inspections of all equipment, vehicles, tools, safety devices, electrical cords, equipment guarding, fire extinguishers, etc. in accordance with applicable site procedures to assure the safe working condition and to maintain OSHA and site compliance of all tools and equipment.
- B. Documentation of equipment and vehicle inspections must be made available for FBP's review. Equipment that does not meet the manufacture's, OSHA or site requirements for safe use shall be taken out of service. Prior to reinstating tools and equipment previously taken out of service for site use, it must be inspected and approved.

6.2.15 Electric Power Hand Tools

- A. All electric power tools and equipment shall be protected with a Ground Fault Circuit Interceptor (GFCI). The GFCI shall be inspected, tested daily prior to use.
- B. Power tool cords and extension cords must be kept in good condition and out of the way of traffic. Electrical cords shall be routed safely to prevent a tripping hazard and damage to the cord. Faulty or damaged cords must be properly disposed of or removed from site. Faulty or damaged cords on electrical hand tools must be repaired by a qualified electrician or removed from site

6.2.16 Provide all standard expendable or consumable construction items and supplies.

6.2.17 Temporary lighting: shall have provision and operation to allow the Work to be performed in a safe manner regardless of ambient lighting conditions.

6.2.18 Temporary fencing, ropes and or caution tape will be used to secure work areas, temporary facilities areas materials and equipment storage areas.

6.2.19 Transportation on and off site. Only Contractor's company vehicles with logo attached, as approved by CTR, will be allowed for use on project.

6.3 Environmental Protection

6.3.1 Vehicles, equipment, or liquid storage containers shall not be stored in areas where spillage or leakage of materials would enter the plant's drainage system. No contractor vehicle, equipment, or liquid storage containers shall be allowed to drip or leak any fluids

into the environment. All liquids storage containers shall be clearly marked with contents and hazards if applicable.

6.3.2 The contractor shall comply with the FBP-provided Storm Water Pollution Prevention Plan (SWPPP) and/or any other regulatory permit or plan having effect. The contractor shall immediately notify the CTR of any spills, regardless of the quantity, type, or location of the material spills. Spill cleanup resulting will be managed by the CTR; if possible, the contractor will provide clean up services. All cost associated with any spills resulting from negligence by the contractor will be the sole responsibility of the contractor.

6.3.3 All products or hazardous materials brought on-site by the contractor shall be maintained under the control of the contractor. No excess products or hazardous materials are to remain onsite after the project is complete. Contractor shall submit Safety Data Sheets (SDS) sheets to the CTR at least three working days in advance for any items having a MSDS for review and approval prior to bringing such items on-site.

6.3.4 The contractor will be permitted to wash equipment at PORTS if it can be done in accordance with applicable federal and state regulations and as approved by FBP Environmental, Health and Safety (EHS). Disposal of accumulated debris from washing activities shall be governed by the Waste Management section of this document.

6.3.5 Environmental Emissions Consideration:

- A. All fuel-burning equipment such as but not limited to cranes, bulldozers, earthmovers, welders, generators, compressors, pumps, and light plants must meet regulatory permit requirements. Unless a piece of equipment is specifically exempted under the regulations, it must have an air permit. Off-road diesel-powered vehicles and equipment (both mobile and stationary), with engine horse power (hp) ratings of 50 hp or more shall be Tier 2 compliant. Any regulatory exemptions must be reviewed by FBP EHS prior to equipment use. The contractor shall provide documentation of compliance with applicable regulatory permits and standards prior to delivery of equipment to PORTS.
- B. Fuel Requirements: To the extent practicable, construction equipment with engine hp ratings of 50 hp or more shall utilize Ultra-Low Sulfur Diesel (ULSD) fuel. All fuel for equipment and company trucks is the responsibility of the contractor.
- C. Permit Exemption: The contractor shall maintain logs for any piece of equipment exempted from permitting based on hours of operation (e.g.: emergency generators, emergency compressors, and emergency pumps) to document fuel use and to verify that the equipment was not operated in excess of 500 hours annually. The contractor shall provide to FBP prior to delivery of equipment to PORTS documentation of equipment operating logs for any regulatory exempt piece of equipment

6.3.6 Fugitive Dust Emissions: The contractor shall minimize emissions of fugitive dust by methods such as watering, covering beds of trucks hauling materials likely to become airborne, paving or graveling roadways, lay down areas, parking areas, and removing mud, dirt, etc. from roadways.

7.0 PERFORMANCE SCHEDULE AND SEQUENCE OF WORK

7.1 Contractor shall commence performance of planning; scheduling and generating requirements contained in the submittal register for the work after receiving Notice to Proceed from Company. After all submittals have received an A or B status the company will then issue an authorization to mobilize to the contractor at that time the contractor shall complete work as defined in individual Task Orders.

7.2 Specific Milestones, interfaces, and other schedule related bases of this Contract will be as specified in the Task Orders. **If a new hazard or scope change arises, is not identified, or a different means & methods are used that is not specified in this Statement of Work, pause work & contact the FBP Project Manager or CTR immediately.** The contractor is not to perform any work that is outside of the agreed upon signed Task Order scope.

7.3 Site work hours will be four days per week, 10 hours per day (Monday through Thursday), between the hours of 7:00 a.m. and 5:30 p.m. with a 30 minute unpaid lunch break unless agreed upon prior to task beginning.

7.3.1 Material deliveries within the plant will be permitted only Monday through Thursday (e.g. 7:30 AM-5:00 PM) Eastern Time. All schedule deliveries must be coordinated with the CTR at least two working days in advance

7.3.2 Requests for scheduled overtime, weekend, or holiday work during normal situations shall be made to the CTR at least two working days before the start of these shifts.

7.3.3 For work being performed outside the normal work schedule the contractor shall coordinate with the CTR for any special arrangements for security, safety, escorting, health physics, and all other FBP-provided resources. The contractor shall be advised that plant entry and exit requirements may change when working outside of the normal work schedule. It is the contractor's sole responsibility to coordinate with the CTR to plan accordingly for personnel, deliveries, and all other requirements needed to perform work during non-normal schedule work times.

8.0 REPORTING REQUIREMENTS AND COORDINATION MEETINGS

Contractor shall promptly submit the schedules and reports set forth in Attachment J-8 (Contractor Supplier Submittal Register). Contractor shall make written Daily Reports (Attachment "J-5", Contractor Daily Report) to the CTR by 10:00 am each morning for the preceding day.

8.1 Weekly Progress Meetings

8.1.1 The contractor shall attend weekly progress meeting, Contractor shall submit a written report showing actual man-hours expended versus planned, and scheduled progress versus actual progress giving details of Work completed in relation to the approved schedule, together with a two (2) week "look ahead" which provides details of how the Work will be completed. See also Section C.2.4.

8.1.2 Contractor shall attend as appropriate a weekly coordination meeting together with various contractors at the jobsite.

8.1.3 The person or persons designated by Contractor to attend the meetings shall have all the required authority to make decisions and commit Contractor to solutions agreed upon during any meetings.

8.2 Other Reports

Contractor shall submit other reports as required by this Contract. Examples of such reports include:

8.2.1 Health, Safety and Environmental (HSE) Reports

8.2.2 Incident Reports

8.2.3 Government Property-Loss, Damage and/or Destruction Report

8.3 Other Meetings

Contractor participation in certain additional activities shall also be required. These activities shall include, but not be limited to:

8.3.1 Daily pre-job briefings and weekly gang box safety meetings organized and conducted by Contractor and attended by all of Contractor's craft employees. Contractor shall be responsible for arranging and conducting these meetings with its craft employees. The meetings will last approximately .5 hours. Contractor shall have documentation of meetings and sign-in sheets available upon request by the company. The contractor shall be required to attend FBP Safety Work Group Meetings arrangements are to be coordinated with the CTR.

9.0 DATA, CORRESPONDENCE AND COMMUNICATION REQUIREMENTS

9.1 Correspondence and communication with the Contractor shall be in accordance with Attachment J-6 and special contract provisions.

10.0 CONTRACT MODIFICATIONS

10.1 The Contract Modification, "Attachment J-11" is the only document by which the Contract may be changed or supplemented. It is therefore the only authority for payment of changes, and changes may not be invoiced until the appropriate modification has been executed and issued.

10.2 Company will prepare all Contract Modifications.

10.3 Changes covered by a modification may include but are not limited to:

10.3.1 Added or deleted Work

10.3.2 Revised drawings or specifications

10.3.3 Modified conditions for performance of work or unforeseen field conditions

10.3.4 Authorization of overtime Attachment J-12

10.3.5 Revised requirements for Company or Contractor furnished materials, equipment or services.

10.3.6 Schedule revisions

10.3.7 Alteration or removal of completed Work

10.4 Both Company and Contractor's authorized representatives shall execute all Contract Modifications.

10.5 Contract Modifications shall be numbered consecutively.

11.0 CLEAN-UP, SAFETY, WORK RULES, AND REGULATIONS

11.1 The contractor shall comply with FBP's procedures and shall submit their own project specific Health and Safety Plan (HSP) for FBP's Industrial Safety review or elect to use the FBP HSP. Prior to start of work contractor shall participate in a Task Order Specific Job Hazard Assessment.

11.2 Contractor shall perform the Work in a safe manner and keep the Work site in a clean condition all in accordance with Attachment J-13, Health & Safety Requirements for Onsite Work and shall comply with all work rules and regulations.

11.3 Contractor shall comply with Attachment J-14 Workplace Substance Abuse Program, or choose to use their program which will need to be submitted for approval.

11.4 Housekeeping

It is the sole responsibility of the contractor to maintain good housekeeping practices while working onsite.

11.4.1 Spoil piles shall be contained and covered when practical.

11.4.2 Garbage shall be collected and disposed of daily

11.4.3 Barricades, silt fence, lighting, and signage shall be maintained.

11.4.5 Storage area, tool trailer, break areas, and designated smoke areas shall be kept in safe order.

11.4.6 Roadways and traffic routes shall maintained if conditions change due to the work.

12.0 WASTE MANAGEMENT

12.1 Contractor shall follow establish the parameters for collecting, handling, packaging, segregating, and storing of waste materials in a safe and environmentally acceptable manner. This includes minimizing the volume and hazards associated with the material in compliance with all applicable Department of Energy (DOE) regulations, site procedures and requirements and State and U.S. Environmental Protection Agency regulations.

12.2 Wastes generated during construction waste shall be segregated and containerized in accordance with these guidelines and regulatory requirements. Questions regarding waste management shall be directed to the CTR.

12.2.1 It shall be the responsibility of the contractor to abide by all applicable regulatory requirements.

12.2.2 The contractor shall be responsible for the oversight and management, of the disposition of waste materials in accordance with applicable regulations and procedures.

12.2.3 The contractor must ensure all packaging materials and/or scraps brought to PORTS by the contractor shall be taken off-site and disposed of by the contractor to minimize the amount of waste generated at the work site.

12.2.4 Wastes generated by the contractor shall be monitored by the FBP's RP. If contamination is found greater than release limits, the contractor must contact the CTR for further guidance on disposition.

12.2.5 The contractor shall be responsible for properly packaging, labeling, and marking all waste materials generated at the work site with the exception of waste to be disposed of by FBP.

12.2.6 FBP Environmental Compliance and Waste Management groups will provide a project-specific waste management plan as required.

13.0 SECURITY

It is the sole responsibility of the contractor to follow the designated approved security plan when entering the site, performing work on site, handling materials on site, packaging waste from projects on site and leaving site with PPE, uniforms, badges or any other DOE owned equipment or material

13.1 For Security requirements while working on the FB Ports Site the contractor shall refer to Attachment J- 15, Specification 01546 Ports FBP Site Security Requirements.

14.0 QUALITY CONTROL

14.1 Contractor shall be responsible for the performance of all quality assurance program criteria specified in Attachment J-16 Quality Assurance Requirements. If required, the Contractor shall submit a project Quality Assurance Plan and supporting quality related procedures required to perform the Work in accordance with Attachment J-8.

14.2 Contractor quality document(s) submittal shall be approved by the Company prior to activities affecting quality start. The Company may audit the Contractor's quality program prior to initiating work.

15.0 CONSTRUCTION

15.1 Contractor shall perform the Work in accordance with Attachment J-13, Health & Safety requirements for On-Site Work.

15.2 Acceptance of Contract:

15.2.1 In Conjunction with Contract Clause H-54 the Contractor will coordinate a final acceptance walk down of the work with the CTR and others as required to verify completion of the Work and identified discrepancies. Discrepancies will be documented on a punch list and shall be resolved by the contractor prior to acceptance. Completion of the Punch List must be executed within the contractor's project schedule for work completion and not extend beyond the approved project schedule.

15.2.2 FBP shall verify and document that all deliverables, have been received and that all requirements have been satisfied. Any nonconformance shall be just cause for rejection of the service provided and delayed payment until the supplier complies with the SOW

PART 1

DEFINITIONS & ACRONYMS

DEFINITIONS:

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

CONTRACT ADMINISTRATOR. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of Fluor-BWXT Portsmouth. Note: The only individual who can legally bind Fluor-BWXT Portsmouth.

CONTRACT TECHNICAL REPRESENTATIVE (CTR). An employee of Fluor-BWXT Portsmouth appointed by the contract administrator. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

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

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

KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the Statement Of Work. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Fluor-BWXT Portsmouth property.

QUALITY ASSURANCE. The Fluor-BWXT Portsmouth procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

SUBCONTRACTOR. One that enters into a contract with a prime contractor. Fluor-BWXT Portsmouth does not have privity of contract with the subcontractor.

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

WORK WEEK. Monday through Friday, unless specified otherwise.