

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05-09-2003		2. CONTRACT NO. (if any)		6. SHIP TO:	
3. ORDER NO. DR-10-03-0168		4. REQUISITION/REFERENCE NO. ADM-03-168		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center 1 Washington, DC 20555				b. STREET ADDRESS Attn: Billy Dean 11545 Rockville Pike	
				c. CITY Rockville	e. ZIP CODE 20852
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR Monument Construction Corporation				8. TYPE OF ORDER	
b. COMPANY NAME Attn: Pravin M. Dalsania Phone # 202-388-6540				<input checked="" type="checkbox"/> a. PURCHASE ORDER	
c. STREET ADDRESS 1090 Vermont Avenue, NW, Suite 800				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY Washington		e. STATE DC		f. ZIP CODE 20005	
9. ACCOUNTING AND APPROPRIATION DATA Job Code: R1114 BOC: 252A				10. REQUISITIONING OFFICE ADM/DFS/FACB	
B&R: 34015-551398 Fund Source: x0200				\$68,000.00	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE Day of Award	
				16. DISCOUNT TERMS Net 30	
13. PLACE OF		FOR INFORMATION CALL: (No collect calls)			
a. INSPECTION		b. ACCEPTANCE Jeffrey R. Mitchell 301-415-6465			

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) services described in the attached Statement of Work dated 5/6/03 and Blueprints for TWFN 5th Floor records center construction project.</p> <p>The NRC accepts the Contractors Best and Final offer letter dated 5/9/03.</p> <p>NRC Project Officer: Billy Dean 301-415-6621</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						17(h) TOTAL (Cont. pages)
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-10-03-0168)						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$68,000.00		17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) <i>Robert Webster</i>	23. NAME (Typed) Joyce A. Fields Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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## ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS

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### A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-3	GRATUITIES	APR 1984
52.211-16	VARIATION IN QUANTITY	APR 1984
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	FEB 2002
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.213-3	NOTICE TO SUPPLIER	APR 1984
(OTHER THAN COMMERCIAL ITEMS) (SEP 2002)		

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated

by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Feb 2002).
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Dec 2001)
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of

Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

## **A.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

## **A.3 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20**

## **A.4 OTHER APPLICABLE CLAUSES**

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☐ 52.217-9, Option to Extend the Term of the Contract

## **A.5 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

## **A.6 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

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May 6, 2003

## **STATEMENT OF WORK TWFN RECORD CENTER INTO OFFICE SPACE**

### **BACKGROUND**

The U.S. Nuclear Regulatory Commission, located at 11545 Rockville Pike, Rockville, Maryland, 20852-2738 has a requirement in the Two White Flint North Building to change the record center into office space.

### **SCOPE OF WORK**

The scope of work for this project includes, but is not limited to: remove drywall partition, doors and door frames, light fixtures, repair ceiling grid, electrical work, painting and installing carpet tiles.

### **TASKS AND/OR SPECIFICATIONS**

The Contractor shall furnish all necessary labor, equipment, materials and supervision required to accomplish the alterations described above in accordance with the specifications, drawings and other referenced materials provided by the Government.

### **SCHEDULE:**

All requirements in the Statement of Work will be completed by the Contractor within (30) calendar days after the contract has been awarded, unless an extension has been granted by the Contracting Officer.

**NOTE:** In the case of any discrepancies in the specifications, the matter will be immediately submitted to the Project Officer/Contracting Officer's Technical Representative, without whose decision said discrepancy will not be adjusted by the Contractor.



**Remove:**

Partitions, metal stud with ½" drywall each side, includes base.  
Slab to slab 10'6"

- |   |        |
|---|--------|
| (1) Remove ( includes doors, frame, patch concrete floor and Repair ceiling grid)   | 104 LF |
| (2) Single doors and door frames  | 5 ea   |
| (3) Sliding window and metal frame  | 2 ea   |
| (4) Duplex outlets to junction box in ceiling &/or cap feed to Electrical outlet  | 3 ea   |
| (5) Remove 1' x 4' fluorescent surface mounted two (2) tubes Light fixtures. <b>Note: The contractor to remove are the Rods from above the tile ceiling that the fixtures were fasten to.</b> | 152 ea |
| (6) Remove 3-way light switch and switch light to existing 2' x 4' light fixtures   | 1 ea   |

**Relocate:**

- |                             |      |
|-----------------------------|------|
| (1) Relocate light switches | 2 ea |
|-----------------------------|------|

**Furnish and Install:**

- |   |       |
|---|-------|
| (1) Fluorescent light 2' x 4' lay in fixtures in ceiling grid, including wiring. Three (3) tube (to match existing light fixtures in TWFN): Type A  | 76 ea |
| (2) Fluorescent light 2' x 4' lay in fixtures in ceiling grid, including wiring. Three (3) tube (to match existing light fixtures in TWFN): Type A <b><u>These fixtures shall tie into the Emergency Light Circuit (See drawing for location)</u></b> | 10 ea |

Type A: Lithonia or equal, MFR: 2PM3NGA33224LD277GEB

**Painting:**

Paint drywall partitions, includes preparation, repair and priming any patched areas. Paint two (2) coats with **Benjamin Moore #1590 Light Gray**  
Where the drywall partition was remove from the bulk head area, the contractor to make repairs and paint **Sherwin Williams Proud Blue #SW1797**

3360 sq. ft.

**Carpet Tiles Installed:**

Install 18" x 18" Lee's Carpet Tile's Furnished By NRC.  
The contractor shall furnish the carpet glue.

5480 sq. ft.

**Celling Tiles:**

Furnish and install Armstrong Painted Nubby #3201  
2' x 2' Tile in Armstrong Surpafine 9/16" T-Bar Grid  
Where the 1' x 4' surface mounted fixtures were removed..  
Approximate tiles

315 ea

## **GENERAL CONDITIONS**

### **Standards of Conduct:**

The Contractor will be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract. The Contractor will also be responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, files or cabinets and shall not use Government telephones, except as authorized.

### **Accessibility and Recording Presence:**

The facility may be occupied during the performance of the work. The Contractor will be expected to coordinate his work with others using the premises and other contractors.

Contractor access badges shall be worn in such a manner that is clearly visible at all times when workers are within the building. The Government shall have the right to deny access to the building and terminate access to the Contractor's employees as it deems appropriate for the best interest of the Government.

### **Site Investigation and Conditions at the Work Site:**

It will be the responsibility of the Contractor to inspect the site, determine the quantity of work involved, compare the specifications and inform themselves as to all conditions, including other work, if any, being performed. The Contractor will field verify all information shown on the drawings, if necessary, at no additional cost to the Government. Failure to do so will in no way relieve the Contractor from the necessity of furnishing any materials or performing any work that may be required to carry out the work order in accordance with the specifications of the work order at no additional cost to the Government.

### **Work Schedule:**

All work shall be performed during business hours, between 7:00 a.m. and 4:00 p.m., Monday through Friday, or Saturday and Sunday between 7:00 a.m. and 4:00 p.m. The above working hours for Saturday and Sunday may be adjusted with the approval of the NRC Project Officer.

### **Liability:**

The Contractor shall, without additional cost to the Government, be responsible for obtaining insurance that is currently in force throughout the duration of this contract. The insurer and Contractor will save, keep harmless and indemnify the Government against any and all liability claims and/or loss of whatsoever kind and nature for injury or death to a person or persons, loss or damage to property, Government or otherwise, occurring in connection with or incidental to, or arising out of the occupancy, use, service, operation of equipment, etc., or performance of work in connection with this contract from the omissions or from negligent acts of the Contractor.

**Contractor Inspection:**

The Contractor shall inspect the quality of work being performed to assure that the scope of services requested in the contract is being accomplished in the manner as described in the objectives and specifications of the contract.

**Government Inspection and Acceptance of Services:**

The Government will inspect all services requested in the contract at various times. These inspections will be performed in such a manner that will not duly interfere or delay the work that is being performed by the Contractor. If any of the requirements of the contract do not conform with the terms and conditions, the Government may require the Contractor to correct such deficiencies at no additional cost to the Government. If such deficiencies cannot be corrected by the Contractor, the Government may correct the deficiencies and deduct the costs from the amount of the contract and/or terminate the contract for default.

**Housekeeping:**

At the end of each work day, the Contractor shall vacuum an and/or sweep the flooring. All debris and dirt shall be removed from the work area daily and disposed of off-site in the Contractor's furnished containers.

**Contractor Supervision:**

The Contractor shall arrange for satisfactory supervision of the work described in this contract. The Contractor or his supervisor shall be available at all times when the contract work is in process, to receive notices, reports, or requests from the Contracting Officer or his or her representatives. It is the policy of the Nuclear Regulatory Commission not too directly or indirectly exercises direction or supervision of the Contractor's employees or subcontractors.

**The Nuclear Regulatory Commission Is not responsible for tools or equipment, etc., left on the job site.****Government Furnished Property:**

Markup drawings showing the area on the 5<sup>th</sup> floor. The drawings are not to scale.

**Workmanship:**

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this work order unless otherwise specified. Materials and supplies to be used will be commercially available products of reputable manufacturers or suppliers. Upon request, the Contractor will submit to the contracting officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he or she proposes to use in the performance of the work. The Contractor will not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

All work under this contract will be performed in a skillful and professional manner. Except as otherwise provided in the work order, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

Unless otherwise specified in the work order, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment and workmanship.

The Contracting Officer may require, in writing, that the Contractor remove from work any employee the Contracting Officer deems incompetent, careless or otherwise objectionable. The Contractor will promptly repair all damages caused to adjacent area which resulted from negligence on the part of the Contractor.

**Safety and Hazardous Material Handling:**

Delivery and storage of materials and equipment and accomplishment of all work will be made with a minimum of interference to Government operations and personnel.

The Contractor shall take every precaution to prevent fires during the performance of this work order. Smoking in the buildings and/or at the loading docks is prohibited. The Contractor shall remove all combustible material, such as oily rags, waste, etc., used in the performance of the work from the site daily.

The Contractor shall exercise every precaution to prevent accidents of all kinds from occurring during the performance of all work specified in this contract. The Contractor shall comply with all OSHA regulations as they may apply to all the work requested by the Government.

**Parking:** No on site parking.

**DELIVERABLES:**

**Material Safety Data Sheets:** The Contractor shall provide Material Safety Data Sheets (MSDS) to the Government's Project Officer for review and approval by NRC's Safety and Health Representatives prior to starting any work on this project. The contractor will be aware that use of certain substances may require the ventilation of areas, which may impact his schedule.

**Proposed Work Schedule:** The Contractor shall submit a work schedule to the Government's Representative which provides a detailed sequence of the overall project operations, including a proposed start-up date for the project and a projected completion date for all work. In order to allow for project coordination, this report will be provided to the Government at least 72 hours prior to commencing any work on this project. The NRC must be notified immediately if any usage of certain substances will impact the project schedule. Changes to update the schedule must be made accordingly.