

# AMENDMENT OF SOLICITATION

1. AMENDMENT NO. 01	2. EFFECTIVE DATE – 10/10/2024	3. PAGE 1 of 23
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4. ISSUED BY: **Fluor-BWXT Portsmouth LLC**  
**P.O. Box 548**  
**3930 US Route 23 South**  
**Piketon, OH 45661**

5. NAME AND ADDRESS OF CONTRACTOR ( <i>Name, street, county, state &amp; zip code</i> )  All Offeror(s)	6. AMENDMENT OF (RFP) SOLICITATION NO. FBP25SC200051	DATE  10/3/2024
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7.  
The above numbered solicitation is amended as set forth in Item 8. The hour and date specified for receipt of Offers  is extended  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 5 and 9, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or e-mail which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by e-mail or letter, provided each e-mail or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 8. DESCRIPTION OF AMENDMENT

Except as provided herein, all terms and conditions of the document remain unchanged and in full force and effect.

Add the following to the aforementioned Request for Proposal:

1. Incorporate Section C – Scope of Work Rev 1 dated October 9, 2024 and remove the Section C – Scope of Work Rev 0 dated October 2, 2024
2. Extend the Proposal due date to November 4, 2024 at 10:00 AM

9A. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )		10A. Fluor BWXT Portsmouth LLC Kelli Bunstine – Contract Administrator	
9B. CONTRACTOR/OFFEROR  <hr/> <i>(Signature of person authorized to sign)</i>	9C. DATE SIGNED	10B.  <hr/> <i>(Signature)</i>	10C. DATE SIGNED 10/10/2024

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**1.0 DESCRIPTION OF WORK – GENERAL**

Except as otherwise expressly provided herein, Contractor shall supply all adequate and competent labor, supervision, tools, equipment, consumable materials, services, and testing devices necessary to complete the construction of the West Heavy Equipment Maintenance Building, hereinafter called the “Work”.

**1.1 Scope of Work Summary**

The scope of work for the On-Site Waste Disposal Facility Remaining Infrastructure and Cell 2, 3 and 6 Liner Construction Project (OSWDF Capital Asset Project 2) includes a maintenance building for heavy equipment. The building will be located in the OSWDF footprint, near the IMTA area. This facility, also known as the West Heavy Equipment Maintenance Building (WHEMB), will serve as a space to perform light maintenance on over the road haul trucks, articulating trucks, and small earth moving equipment. The facility number is X-785-MB. The West HEMB will provide protection from the weather for personnel performing minor maintenance on vehicles and equipment used to support OSWDF construction and waste placement.

The Work will be performed under a fixed price contract that shall include: pre-mobilization including submittals and training; mobilization; installation of the WHEMB (GFE) including the foundation and appurtenances per the design, installation and maintenance of storm water management and erosion and sediment control devices (ECDs); dust control; procurement of materials; construction of West Heavy Equipment Maintenance Building, and other specific work activities in conformance with Contract requirements to perform the Work.

This scope of work will be performed as a build action. A Technical and Functional Requirement (T&FR) Document is provided to give the requirements for design and construction of a metal building system and appurtenances. This T&FR document is intended to provide minimum performance requirements for a design/build contractor to construct the WHEMB.

**2.0 DRAWINGS, SPECIFICATIONS, ATTACHMENTS, EXHIBITS, AND REFERENCES**

Work shall be performed in strict accordance with the following described drawings, specifications, and the Technical and Functional Requirement (T&FR) document, which by this reference are made a part hereof. Field construction shall be performed to the technical and functional requirements issued by FBP Records Management and Document Control (RMDC). The Contractor shall submit signed Transmittal Receipt Acknowledgment (TRA) forms to the CTR upon receipt of any Controlled Copies issued by RMDC.

**2.1 Drawings**

<b>Drawing No.</b>	<b>Revision</b>	<b>Title</b>
X-785-A-14290	A	West Heavy Equipment Maintenance Building-Floor Plan
X-785-A-14291	A	West Heavy Equipment Maintenance Building-Exterior Elevation
X-785-A-14292	A	West Heavy Equipment Maintenance Building Sections

X-785-A-14293	A	West Heavy Equipment Maintenance Building Roof Framing Plan
VPC – Cover Sheet	0	Permit Drawings, Rev0

2.2 Approved Design Documents

2.3 Attachments:

For attachments refer to Section J

2.4 Exhibits:

- Exhibit 1 - Examples of Daily Equipment Check List, Inbound Equipment Inspection, and Outbound Equipment Inspection
- Exhibit 2 - Milestone Activity Schedule
- Exhibit 3 - Progress Review Meeting
- Exhibit 4 - OSWDF Project Quality Assurance Plan
- Exhibit 5 - Security Protocol, Performance of Project Work Within the Property Protection & General Access Areas (ISS-16-024)
- Exhibit 6 - Generator’s Waste Management Plan

2.5 References

<u>Reference No.</u>	<u>Title</u>
Reference 1	Suspect/Counterfeit Part Headmark List

**3.0 DESCRIPTION OF WORK – SPECIFIC**

The Work described in Articles 1.0 and 2.0 of this Section C shall include the following:

3.1 West HEMB Design

3.1.1 Contractor shall provide a facility design, including but not limited to floor slab, approach ramps, utilities, etc... Per T&FR Requirements. This design will meet all requirements under DOE O 420.1C.

3.2 On-Site Mobilization

3.2.1 Contractor personnel working on site shall complete training identified in the training matrix included in Attachment J-13, Health & Safety Requirements for Onsite Work.

- 3.2.2 10 CFR 851 applies to this work, all Contractor personnel are required to have an initial medical examination from a Company provided physician, prior to beginning onsite work activities (See Attachment J-13, Exhibit #4). The Contractor's cost for inclusion in this program shall be included in the fixed price.
- 3.2.3 Contractor shall inspect and repair equipment defects prior to mobilizing equipment on-site or to any Company designated location. Modifications to equipment shall be approved by the equipment manufacturer and shall meet current OSHA and applicable industry codes and standards.
- 3.2.4 Equipment and tools shall be clean, in good working condition, contain no undocumented post-manufacturing alterations and/or revisions, and shall be subject to Health and Safety inspections by the Company. Equipment not passing Company inspection shall be turned back and mobilization of that equipment will be rejected by the Company. Equipment which has been rejected by the Company may be properly repaired or modified off-site and returned for re-inspection and approval. Examples of Inbound Equipment Inspection, Daily Excavation Equipment check list, and Outbound Equipment Inspection are included in Exhibit 1. The Contractor shall use these checklists or submit their own checklists for Company approval.
- 3.2.5 All equipment must be equipped with safety guards, shields, canopies and grills. Equipment used for grinding or chipping operations must be equipped with steel grid or mesh window protection to maximize the safety of the operator and to reduce damage to the machine.
- 3.2.6 Any post-manufacturing alterations and/or revisions performed after mobilization shall be pre-approved by the manufacturer and Company's Health and Safety Officer.
- 3.2.7 Downtime associated with equipment failures or repairs to meet Company and OSHA requirements shall be at the Contractor's expense. Refer to Section H-56.
- 3.2.8 The Contractor shall maintain copies on-site of operation manuals, and post-manufacturing alteration records, maintenance records from the previous period, and certification of Non-Counterfeit Parts. These items shall be made available upon request by the Company. See Reference 2, Suspect/Counterfeit Part Headmark List, for a DOE warning list of defective bolts.
- 3.2.9 See Article 5.3 of this Section C for additional requirements for the Contractor's construction equipment.
- 3.2.10 Pre-Mobilization submittals
- Pre-Mobilization submittals require at least a B status from the Company prior to Authorization to Mobilize (ATM). Contractor shall submit to company the required pre-mobilization submittals in accordance with Attachments J-6, J-8, and as described below:
- A. Contractor shall submit to company within seven (7) calendar days prior to the date of desired replacement resumes for any substitutions to key personnel identified in Section H of the Contract for approval by the Company.

**B. Contractor's Work Plan**

The Contractor shall submit a detailed Contractor's Work Plan for the Work to be performed, this can be one work plan with sections on each task or a series of work plans. The Contractor shall follow the requirements of Attachment J-25 and may use the format shown in Reference 3, Example Work Plan Template, as a guide and include the following:

1. Description of work activities, incorporating hazard controls as identified by the Contractor. Specific items to be included in the Work Plan shall include, but not be limited to:
    - a. Means, methods, techniques, and manpower for each activity; including a list of proposed specialized industry specific equipment
    - b. Communications Plan for on-site communication between crews and supervision.
    - c. Logistics Plan
    - d. Dust control plan demonstrating the Contractor's understanding of the importance of dust suppression on this project. It shall address all work areas.
    - e. Equipment staging, maintenance, and refueling areas
    - f. Special safety measures for work around existing utilities or protected areas.
    - g. Temporary and Permanent Seeding.
  2. Submittal of the Contractor's Work Plan shall be in accordance with Attachment J-6, Correspondence and Submittal Process.
  3. Due to the hazardous nature of the Work, the Contractor's Work Plan will be reviewed by the Company's High Hazard Work Review Board as part of the submittal review process. The Contractor should be prepared to address their approach to safety management for high hazard work. Required attendees include the Contractor's Project/Construction Manager, Supervisor/Superintendent, and HSE representative who will be required to present the Contractor's approach to safety management of high hazard work and to demonstrate familiarity with the contents of the work plan. Contractor shall allow up to eight (8) hours for presentation and review by the High Hazard Work Review Board (excluding planning).
  4. If it is determined during the performance of the work, that the Approved Contractor's Work Plan cannot be followed as written, STOP, place work in a safe condition, notify the Company and obtain further guidance.
- C.** Contractor shall submit a JHA, including a description of each activity of the work to be performed and the controls which will be implemented to mitigate the identified hazards. Special emphasis should be placed on eliminating the use of ground personnel and hand power tools such as chainsaws when possible. The Contractor shall include the applicable hazards and controls

[i.e. equivalent or duplicate] from the Company's General Work JHA (general site hazards) (Attachment J-26) in the job specific JHA.

- D. Contractor shall submit Quality Assurance Plan (QAP) in accordance with Attachment J-16 within seven (7) calendar days from date of award/NTP. Within the QAP or as an appendix, Contractor shall include a list of intended sub-tier vendors, list of equipment, and identity of the Quality Assurance representative. The Contractor may utilize Exhibit 4 as a reference in developing the QAP.
- E. Contractor shall submit an Environmental Plan, including a Contractor generated drawing that has been signed and sealed by a Professional Engineer licensed in the State of Ohio, showing how the Contractor complies with the substantive requirements of the Ohio EPA Permit No. OHC000004 (General Permit), ODNR guidelines, Attachment J-13, and the Contract Specifications.

A Notice of Intent (NOI) is not required for this project, however the Contractor's ESC Plan must include the certification statement from Part V.H of the General Permit.

- F. Contractor shall submit a Project Safety and Health Program which meets the requirements specified in Attachment J-13.
- G. Contractor shall submit a Written Hazardous Communication Program as described in Attachment J-13.
- H. Contractor shall submit a Contractor's Project Schedule as described in Article 6.4 of this Section C within seven (7) calendar days from NTP.
- I. Contractor shall submit a description of the specialized equipment to be used and the experience and qualifications of each operator (including OSHA health and safety training certificates as applicable) before mobilization as specified in Attachment J-13 and accordance with Attachment J-6, Correspondence and Submittal Process.
- J. Contractor shall submit other pre-mobilization submittals required by this contract in accordance with Attachment J-6 and listed in Attachment J-8.

3.2.11 After Authorization to Mobilize (ATM) is granted, the Contractor shall proceed with the following activities:

- A. The Contractor shall submit certifications of training for anyone operating/loading/off-loading equipment and materials on-site, including all vendors. Union operator's cards or a letter of competency from the Contractor/Vendor shall be accepted as evidence of equipment training.
- B. Mobilize personnel to the site to complete site specific training (see Article 7.4 and Company provided training as listed in Appendix 1 of Attachment J-13); the contractor shall maintain an updated training matrix on site listing each employee and their task-specific training requirements and status. An example training matrix may be provided to the Contractor upon request and can also be found in Exhibit 11 of Attachment J-13.

- C. Install Contractor's on-site construction trailer and appurtenances, if required. Contractor shall obtain the services of a qualified electrician to install and ground the trailer's generator and to inspect trailer wiring prior to occupancy.
- D. Mobilize construction equipment to the site for inspections as described in Article 3.3.

3.3 Survey

3.3.1 The Contractor shall provide a Professional Surveyor, licensed in the state of Ohio. The Surveyor shall have documented capability to provide sufficient resources to ensure surveys are performed in a timely manner and data submitted within the timeframe indicated on Attachment J-8 Submittal Register.

3.3.2 Surveying shall be in accordance with the Contract Specifications.

3.4 Installation of Erosion and Sedimentation Control Devices (ECDs)

3.4.1 The Contractor shall install, inspect, and maintain ECDs in accordance with Contract Specifications.

3.4.2 Installation of ECDs shall be phased to accommodate the Contractor's activities as planned on the detailed schedule described in Article 6.3 of this Section C.

3.4.3 The Contractor shall inspect ECDs at least once every seven calendar days, within 24 hours or the next scheduled work day after each rainfall event greater than one-half inch of rain per 24 hours period, and at least daily during a prolonged rainfall. Contractor shall submit inspection reports using the template provided by the Company in accordance with Contract Specifications.

3.4.4 Deficiencies or damaged to the ECDs shall be reported to the CTR within 24 hours of discovery. ECDs damaged by the Contractor shall be repaired by the Contractor as soon as possible, but not more than within 3 days of discovery.

3.4.5 The Contractor shall be responsible for maintaining the ECDs until Construction activities have concluded and the Work has been accepted by the Company. ECDs that are to remain in place beyond Contractor demobilization will be inspected, maintained, and removed by others.

3.5 West HEMB Construction

3.5.1 Contractor shall construct all aspects of the West HEMB as identified in the Technical and Functional Requirements and in accordance with the approved technical submittals.

3.6 Dust Control

3.6.1 Dust control operations shall be performed in accordance with Article 5.3.5 of this Section C and the Contractor's Work Plan.

3.6.2 The Contractor shall prevent accumulation of mud, dirt or debris at the OSWDF Access Control Facility and all entrances/exits to and from the Construction Areas onto paved roads. Mud, dirt or debris tracked/dropped onto paved site roadways shall be removed at the direction of the CTR or FBP Construction



Manager/designee within 1 hour of notification. Paved roads shall be left clean at the end of every shift.

3.7 Temporary and Permanent Seeding

3.7.1 Temporary seeding shall be applied within seven days on exposed soil where additional work is not scheduled for more than 14 days; and within 2 days for disturbed areas within 50 feet of a surface water of the state or a wetland buffer area where additional work is not scheduled for more than 14 days.

3.7.2 Permanent seeding shall be applied if the areas will be idle for the remainder of the Contract and shall be applied within the same timeframe as described for temporary seeding.

3.7.3 Seeding shall be performed in accordance with Contract Specifications.

3.8 Clean-Up and Demobilization

3.8.1 Contractor shall:

- A. Ensure all existing roads utilized by the Contractor for performance of the Work have been restored to meet or exceed their original conditions.
- B. Clean up of the on-site Work areas.
- C. Demobilize personnel, equipment, tools, supplies, and material from the site.
- D. Ensure all the submittals have been accepted/approved by the Company.

**4.0 MATERIAL, EQUIPMENT, OR SERVICES FURNISHED BY COMPANY/GOVERNMENT**

The 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:

4.1 Government Furnished Equipment List:

- 3- 100 KVA Transformers
- 1- 30 KVA Transformer
- 1- Enclosed Breaker (DP1)
- 1- Electrical Panel (PP1)
- 1- Disconnect Switch
- WHEMB PEMB
- Piping and fittings for drain tie-in to Wheel Wash

4.2 Materials and Equipment

- 4.2.1 Apart from the items specifically described herein as being Company furnished, Contractor shall supply, stage and store etc., all other materials and equipment required for performance of the work.
- 4.2.2 CQC Testing and Inspection
- 4.2.3 Permanent Survey Monuments and GPS Base Station
- 4.2.4 West HEMB Structure (Not including appurtenances)

4.3 Permit and Licenses

Notwithstanding the Article entitled the "Permits and Licenses" in Section H, the Company will furnish the permits listed in Article 5.2.17

- 4.3.1 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 the Company.
- 4.3.2 Inspection of the Work required by governmental agencies shall be arranged by the Company. Contractor shall request such inspection through the Company only after the Work is ready for inspection.

4.4 Services

- 4.4.1 Company Quality Representative will conduct field inspections to verify compliance to Contractor Work Plans and project specifications.

**5.0 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES**

5.1 Furnished by Company

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

- 5.1.1 Parking areas for the Contractor's Work vehicles will be limited to a location near the Work area as designated by the CTR.
  - A. Company will not be financially responsible for any damage or unlawful acts to any Contractor equipment or private vehicles parked in designated parking areas.
- 5.1.2 The Company will make available construction water at points on the PORTS Site as shown on the Construction Drawings, or as directed by the Construction Manager.
- 5.1.3 Emergency Medical Services are provided by the PORTS On-Site Fire Department and shall be utilized for response and treatment. All non-emergency injuries or illnesses will be treated by the Company's Contractor Medical Provider. All Contractor/Subcontractor employees receiving treatment on-site or

off-site for any work related injury or illness, shall be accompanied by their supervisor or designee.

5.2 Furnished by Contractor

Except as expressly set forth in Section 5.1 of this Statement of Work, 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. 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 the CTR.

5.2.1 Temporary Facility and Lay-down Area

- A. Contractor trailers must be secured or anchored to prevent movement or turnover from high winds. Trailer anchoring shall meet Ohio Basic Building Code (OBBC) & DOE-STD-1066-2012. Preferred Anchor system is a Minuteman LLBS system with drive pins as determined in length per project condition. Contractor may choose to anchor the trailer by using 10 foot long Jersey Barriers with ½" galvanized wire rope tie downs in accordance with the spacing table 1 in 24 CFR 3285.402. Trailer manufacturer shall provide anchor calculations to ensure overturning, lateral movement is in compliance with anchor system specified or for any alternative anchor systems. Electrical connections must be made by a qualified electrician. The Company reserves the right to inspect and approve the Contractor's office installation.
- B. Contractor will be responsible for construction and maintenance of Contractor's lay-down areas, landing area(s), parking, 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 restored to its pre-construction condition or better. This requirement shall also apply to all Temporary Roads, Parking, landing area(s), and Temporary Utilities.
- D. Contractor will supply portable sanitary facilities for the project in the vicinity of the Contractor's office and parking area.
- E. Smoking Areas:
  - (1) Contractor will only be permitted to smoke at smoking areas designated by the CTR. Meeting the requirements for establishing and maintaining the smoking area will be the sole responsibility of the Contractor. No smoking will be allowed within the Work area.
  - (2) Provide a 10-pound ABC type fire extinguisher at the minimum.
  - (3) Designate smoke area with a non-flammable barricade.

- (4) Use containers for extinguishing and disposal of cigarette butts.
- (5) Provide and maintain safe walking access to the smoking area.
- (6) Provide a waste disposal container for debris other than cigarette butts.
- (7) Follow good housekeeping practices.

**5.2.2 Break Facilities**

It is the Contractor's sole responsibility to provide break and lunch areas for their employees, vendors and subcontractors.

**5.2.3 Storage Compounds**

The Contractor shall be responsible for provision of 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.

**5.2.4 Construction Power / Temporary Facility Area Power**

- A. The Contractor shall provide generated power for the on-site construction trailer complying with all site requirements listed herein. Permanent overhead power will not be available at the work site. Onsite generation of power is allowed providing that such power is obtained through the use of properly installed, acoustically insulated electric generating units, the use of which have been approved by the CTR. Temporary Electric Generators greater than 5kW will require grounding per OSHA 29 CFR 1926.404 (f)(3)(i).
- B. Contractor's distribution system, lighting systems and wiring shall be installed in accordance with the National Fire Protection Association (NFPA) and the National Electric Code (NEC) and maintained in a satisfactory condition.
- C. No weight shall be imposed upon any electric cable and staging, ladder or similar equipment shall not 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 8 feet overhead or laid neatly out of walkways.)
- D. Contractor will be responsible for maintaining and removing any equipment or devices installed.

**5.2.5 Construction Water**

- A. Contractor shall provide all temporary water distribution supply lines, tanks, stands, and water storage facilities. Contractor shall distribute and convey water in an efficient and orderly way. Leaks and waste shall be minimized and care shall be exercised to eliminate the buildup and dispersal of mud resulting from leaks, spills, and truck loading operations.

- B. 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.

5.2.6 Potable Water

- A. Potable water will not be available at the construction area. The Contractor will be solely responsible for providing potable water during construction.

5.2.7 Water Disposal and De-watering

- A. Contractor shall perform all necessary de-watering and disposal of ground water. Storm drainage and surface drainage shall be managed to prevent unapproved pooling of water on the site and to prevent interference with the operations of other Contractors and organizations on or adjacent to the discharge areas. If applicable, Contractor shall submit proposed location(s) of storm water discharged to CTR for approval.

5.2.8 Temporary Buildings

Contractor shall provide, operate, maintain, and remove all temporary buildings in accordance with all requirements of the Contract, specifically including but not limited to, the Attachments covering Safety Regulations and Site Rules.

5.2.9 Fuels and Lubricants

Refueling in the project area may be accomplished using either a portable double-contained refueling truck or a portable fuel tank. The following specific requirements will be met for on-site refueling:

- A. Use of portable fuel storage tanks must be approved by the Company in advance. Proposed locations must be shown on the plans and pre-approved by the Company. Portable fuel storage tanks must be dual walled or provided with a suitable dual containment.
- B. Oils, greases, and similar materials must be stored in nonflammable bins or buildings or in a fenced compound remote from other combustible materials in accordance with NFPA and as approved by CTR.
- C. Mobile refuelers must meet current Ohio Department of Transportation regulations and provide a containment system to prevent spilled fuel from reaching navigable water before cleanup occurs.
- D. A properly trained site representative or Contractor shall be present at all times during fuel transfers
- E. Refueling will not occur near streams and wetlands
- F. To identify potential leaks from mobile fuel tanks, routine visual checks (at a maximum frequency of once per week) will be performed, or a continuous leak monitoring system with alarm capabilities will be installed

- G. A drip pan or absorbent pad shall be placed under all uncontained hose connection points during refueling operations
- H. Loading/unloading capped connections must be secured when not in service or when in standby service for an extended time
- I. Mobile refueler drains and outlets will be inspected during each use to ensure they are not discharging and will be tightened before filling or departure from site
- J. If mobile refueling trucks remain on site between uses, the trucks will be stored within a secondary containment
- K. "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.
- L. Contractor shall provide all fuel for heating and ventilation for his Temporary Facilities.
- M. 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. The secondary containment device must be sized to hold the equivalent of the largest tank volume within that containment.
- N. 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 dike or outside the dike shall be reported immediately to the CTR. Provisions shall be made for draining off accumulations of water.
- O. The Contractor shall ensure that any equipment 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 the Company for inspection upon request.

#### 5.2.10 Communication Facilities

Contractor shall provide and operate all means of communication, including but not limited to telephones, facsimiles, and radios which shall be approved by CTR. Wireless communication systems shall be requested and approved prior to bringing the system on site.

#### 5.2.11 Temporary Roads and Parking

- A. 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 the intended 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 utilities and structures.

- B. Contractor shall maintain its temporary roads and parking areas regularly, and shall water all these roads when necessary for dust abatement as per Article 5.3.5.
- C. Contractor shall remove and restore areas occupied by temporary roads and parking areas upon completion of the Work.
- D. Contractor shall comply with load restrictions on all roads and bridges.
- E. Maintenance of Traffic: The Contractor shall provide flagmen, safety cones, barricades, signage, etc., as necessary to maintain safe traffic flow on public or site streets. Street closure or reduction from two-lane traffic to one-lane traffic shall be minimized. Requests for street closures shall be submitted for approval at least three (3) days in advance.
- F. The Contractor shall, 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.
- G. No 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, Contractor contact and phone number and CTR contact and phone number to notify for entry.
- H. All barricades, temporary bridging, and other temporary construction shall be removed by the Contractor upon completion of work requiring such safeguards.

#### 5.2.12 Material Handling and Rigging

- A. Construction activities, material deliveries, and off-loading operations shall be conducted to minimize interruptions to the Company's normal operations and require 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 Contractor-supplied materials, tools, and equipment. Any crane use or stuck vehicle or equipment extraction requires prior notification to, and approval by, the Company's Hoisting and Rigging Manager and would require the Contractor to submit a Hoisting and Rigging Plan to the Company for approval. Alternately, the Contractor may accept a Hoisting and Rigging Plan prepared by the Company's Hoisting and Rigging Manager.



- 5.2.13 Weather Protection of the work and any methods required to allow continuation of the work during periods of inclement weather.
- 5.2.14 Electric Power Tools and Equipment
  - A. All electric power tools and equipment shall be double insulated or protected with a Ground Fault Circuit Interceptor (GFCI). The GFCI must be plugged in at the power source and shall be inspected, tested daily or 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.
- 5.2.15 Temporary lighting: shall have provision and operation to allow the Work to be performed in a safe manner regardless of ambient lighting conditions.
- 5.2.16 Personnel Protective Equipment as identified in the Contractor's Hazard Assessment
- 5.2.17 Permits
  - A. Temporary Facilities: It is the Contractor's sole responsibility to ensure that these facilities are provided, operated, maintained, and removed of in accordance with all applicable laws and regulations.
  - B. Job Site Work Permits: All permits required for performance of the Work at the jobsite will be arranged by the Company. The Company shall provide all required permits, potentially including (but not limited to the following), the Contractor shall request the permit a minimum of (3) working days in advance of the permit need.
    - 1. Excavation
    - 2. Penetration
    - 3. Welding / Hot Work
    - 4. Lock-Out Tag-Out (LOTO)
    - 5. Confined Space Work Permit
- 5.2.18 Contractor shall provide project signs for traffic control. Signage shall be based on International signage standards and conventions.
- 5.2.19 Transportation facilities on and off site: only Contractor's company vehicles, as approved by CTR, will be allowed in the work area.

### 5.3 Environmental Protection

- 5.3.1 The Contractor shall comply with ODNR Standards and Best Management Practices. The Contractor shall immediately notify the CTR of any spills,



regardless of the quantity, type, or location of the spill. Spill cleanup will be managed by the CTR or Construction Manager/designee; 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.

- 5.3.2 Vehicles, equipment, or liquid storage containers shall not be stored or parked in areas where spillage or leakage of materials would enter any of the streams or wetlands located onsite. Equipment fueling and maintenance areas will be located at least 100 feet from any waterbody. 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) for review and approval prior to bringing such items on-site.
- 5.3.3 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 the Company ESH&Q. Disposal of accumulated debris from washing activities shall be governed by Article 10.0.
- 5.3.4 Environmental Emissions Consideration:
- A. All fuel-burning equipment such as but not limited to mobile clearing equipment, 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 the Company ESH&Q prior to equipment use. The Contractor shall provide documentation of compliance with applicable regulatory permits and standards to the CTR 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) or biodiesel fuel.
  - C. Contractor shall submit product information for any non-motive, fuel burning equipment (i.e. generators, light plants, etc...) with horsepower greater than 20 hp to the Company for review and approval. All non-motive, fuel burning equipment must be non-road engine Tier 4 compliant for air emissions.
  - D. 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 submit to the Company prior to delivery of equipment to PORTS documentation of equipment operating logs for any regulatory exempt piece of equipment.
- 5.3.5 Fugitive Dust Emissions:

- A. 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, and debris from roadways. Excessive run-off beyond the work area from dust control activities is prohibited.

5.4 Excavation/Penetration:

- 5.4.1 An Excavation/Penetration Permit is required (unless waived) when breaching or penetrating any building surface more than 1-1/2", any blacktop or concrete pavement surface more than three (3) inches, or the earth's surface twelve (12) or more inches by any means. These methods include any man-made cut, cavity, trench, boring, or depression in a surface formed by material removal or displacement.
- 5.4.2 The Company will perform a subsurface investigation, if required, to aid the Contractor in locating existing buried/hidden utilities or other underground structures or interferences that could impact the Work. Results of the subsurface investigation will be included in the Excavation/Penetration Permit provided by the Company. Prior to excavation, soil penetration, or other soil/surface disturbing activities the Contractor shall review the Company's subsurface investigation to verify the location of buried/hidden utilities or other underground structures or interferences that could impact the Work.

If during the execution of the Work, the Contractor encounters any change in conditions in the area, the Contractor shall **STOP WORK** at that location, immediately advise the Company, and confirm findings in writing. The Company will evaluate findings and direct the Contractor to resume work in that location following clearance after investigation.

5.5 Existing Utilities/Service Interruption

- 5.5.1 Where Work involves tying into or connecting to existing services or utilities, carry out work at times as directed by the Company.

**6.0 PERFORMANCE SCHEDULE AND SEQUENCE OF WORK**

- 6.1 Contractor shall commence the submittal process, training and other pre-mobilization activities after receiving Notice to Proceed (NTP) from Company. Authorization to Mobilize will be required prior to performance of work at the jobsite.
- 6.2 Specific Milestones, interfaces, and other schedule related bases of this Contract are as set forth in the Milestone Activity Schedule, Exhibit 2.
- 6.3 General scheduling, reporting and coordination requirements are described in Section H, Special Contract Requirements.
  - 6.3.1 Contractor shall submit the detailed schedule required by Section H in accordance with Attachments J-6 and J-8.
  - 6.3.2 Specific scheduling and coordination requirements may include but not necessarily be limited to the following:

- A. Pre-mobilization submittals

- B. Mobilization time for manpower and equipment
  - C. Design Drawing submittals
  - D. Material deliveries to jobsite
  - E. Shop fabrication
  - F. Incremental completion dates of major components
  - G. Start and completion of different segments of work (early and late starts)
  - H. Any qualifying conditions of Company
  - I. Other as necessary
- 6.4 Contractor Project Schedule shall be a Critical Path Method (CPM) Schedule that clearly identifies, all logical relationships/dependencies between activities related to the project, and the project's projected critical path schedule from NTP through project completion. This Critical Path Method (CPM) Schedule shall have the following two levels:
- 6.4.1 The first level, the Pay Item level (Pay Item Layout)
  - 6.4.2 The second level, the Activity Level (Detailed Layout)
    - A. Each activity shall be resource loaded and include method of measurement and metrics to support percent complete reporting.
  - 6.4.3 Activities will roll up to support the Pay Items.
- 6.5 The initial Contractor Project Schedule, once approved by the Company will be known as the Contractor Baseline Schedule (may include approved modifications). This Schedule will be used for comparison with subsequent project schedules. The project schedule shall meet the following requirements:
- 6.5.1 Monthly Project Schedule Update which shall include the following:
    - Actual or projected start and finish dates
    - Activity progress and remaining duration
    - Percent complete for each activity (summarized/listed in the Pay Item section of the Subcontractor Project Schedule and shall be the basis for the amount invoiced for that Pay Item).
    - A copy of the updated Subcontractor Project Schedule (shall be submitted to the Company by the date established in the contract).
  - 6.6 For projects of short duration or of a single task (i.e., installing an underground pipeline without pumps, electrical, etc.) the CTR may require an alternative schedule approach such as a bar chart.
  - 6.7 Normal 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., Contractor shall be prepared to work the hours required by Contract.

- 6.7.1 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.
  - 6.7.2 Requests for non-scheduled extended work hours in emergency situations shall be made to the CTR at least three hours in advance for overtime during the normal work week and at least by noon of the last regular workday.
  - 6.7.3 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 the Company 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 scheduled work times.
- 6.8 All scheduled deliveries must be coordinated with the CTR at least two working days in advance.

**7.0 REPORTING REQUIREMENTS AND COORDINATION MEETINGS**

Contractor shall promptly submit the schedules and reports set forth in Attachment J-8 (Contractor / Supplier Submittal Register).

**7.1 Daily Reports**

Contractor shall make written Daily Reports for each day worked (Attachment "J-5", Contractor Daily Report) to the CTR by 10:00 am each morning for the preceding work day.

**7.2 Weekly Progress Meetings**

- 7.2.1 The Contractor shall attend weekly progress meetings. The Contractor shall be prepared to present project status using Exhibit 3 – Progress Review Meeting, or similar FBP approved meeting agenda. The Contractor shall complete the applicable portions of Exhibit 3 and update on a weekly basis. The Contractor shall be prepared to discuss 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.
- 7.2.2 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.

**7.3 Monthly Reports, Schedules and Schedule updates**

Shall be in form and format approved by Company. These reports shall be submitted under cover of a letter in accordance with Attachment J-6.

**7.4 Other Meetings**

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

- 7.4.1 Orientation of all Contractors' employees prior to commencing work at the jobsite. (This includes the entire labor force and all new hires). The meeting can last up to 8 hours.
- 7.4.2 The Company and Contractor will conduct a final post-job briefing prior to closure of the Contractor's Work Plan. During the post-job briefing the Company and Contractor will document Lessons Learned, as necessary. The meeting will last approximately 2 hours. Attendees at the Lessons learned meeting will include the Contractor's Project/Construction Manager, Supervisor, and management personnel from critical subcontractors/vendors.

## **8.0 CORRESPONDENCE, SUBMITTALS AND COMMUNICATION REQUIREMENTS**

- 8.1 Correspondence, submittals and communication with the Contractor shall be in accordance with Attachment J-6
- 8.2 When required by the Contract, Contractor shall transmit to Company, technical submittals, shop drawings or samples, including supporting catalog cuts, manufacturer's literature, sketches or drawings, calculations and other pertinent data, in sufficient detail to enable Company to review the information and determine that Contractor clearly understands the requirements of the Contract. Documents shall be transmitted to Company under cover of formal contract correspondence utilizing Attachment J-6 Contractor/Supplier Cover Sheet. Contractor shall provide submittals listed on Attachment J-8 (Contractor / Supplier Submittal Register) as part of the Statement of Work.
- 8.3 Contractor shall submit all engineering data, samples, and shop drawings (herein called "data") listed on "Attachment J-8 (Contractor / Supplier Submittal Register) for review in accordance with Attachment "J-6".
  - 8.3.1 Refer to the Attachment J-8, (Review Period Column) for the Company required review period of data submitted by Contractor.
  - 8.3.2 Each submittal of Contractor's data shall be signed by Contractor and accompanied by a letter of transmittal containing the date of submittal, Contract Number, and all pertinent information required for identifying and checking submittals.
    - A. One (1) reproducible and two (2) prints shall be submitted for each drawing and any other documents larger than 11" x 17".
    - B. Two (2) prints shall be submitted for documents which are 11" x 17" and smaller, and documents such as procedures and calculations shall be 8 1/2" x 11" size.
  - 8.3.3 Although Work may proceed on receipt of data with a Code "B" notation, Contractor must incorporate the changes indicated, resubmit for final approval Code "A" before release of materials or equipment for shipment can be approved by Company. Returned copies of data with Code "B" and "C" shall be resubmitted not later than ten days after the date of transmittal by Contractor of such copies of such data.

- 8.4 Company reserves the right to review certified material test reports for all materials of construction at any time during field erection. Contractor shall maintain these documents readily available for such review and shall submit all documents to Company on the completion of the Work.
- 8.5 Contractor shall show the Company Contract Number and identifying item numbers, if applicable, on all data submitted pursuant to this Article 8.0.
- 8.6 Where samples are required, they shall be submitted by and at the expense of Contractor. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such samples are needed for incorporation into any Work. Samples shall be subject to review and materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review.
  - 8.6.1 Each sample shall bear a label showing Contractor's name, project name, name of the item, manufacturer's name, brand name, model number, supplier's name and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.
  - 8.6.2 Samples which have been reviewed may, at Company's option be returned to Contractor for incorporation into the Work.

**9.0 CLEAN-UP, SAFETY, WORK RULES, AND REGULATIONS**

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

9.2 For Fire Protection Requirements refer to Attachment J-29.

**10.0 WASTE MANAGEMENT**

- 10.1 Contractor shall manage waste generated during performance of the Work in accordance with Exhibit 6 – Generator's Waste Management Plan (GWMP).
- 10.2 Contractor shall submit Exhibit 7 – Vetting Request Form, for each individual disposal facility to be approved by FBP Environmental Protection prior to mobilization.

**11.0 SECURITY**

- 11.1 For Security requirements while working on the PORTS Site the Contractor shall refer to Attachment J-15, Specification 01546 PORTS FBP Site Security Requirements.
- 11.2 Personnel who will be on-site and have not completed the Initial Security Briefing and General Employee Training (GET) as listed in Attachment J-13 Appendix 1, are required to be briefed to Exhibit 5.

**12.0 QUALITY ASSURANCE**

- 12.1 Contractor shall be responsible for the performance of all quality assurance program criteria listed in the Attachment J-16 Quality Assurance Requirements. The Contractor shall submit a Project Specific Quality Assurance Plan (QAP) within the time frame listed in the Attachment J-8 Submittal Register. Exhibit 4 is a copy of the OSWDF Project

Quality Assurance Plan (PQAP) and may be used as a guide in developing the Site Specific Plan.

- 12.2 Additionally, the Contractor shall incorporate the relevant requirements of Attachment J-10 – Construction Quality Assurance Project Plan (CQAPP) into their Contractor's Work Plan.

**13.0 CLOSEOUT**

- 13.1 Contractor shall perform the Work in accordance with this Statement of Work. All contractual inquiries should be addressed to the Contract Administrator. Technical inquiries shall be addressed to the Contract Technical Representative in accordance with Attachment J-6.

- 13.2 Acceptance of Contract:

13.2.1 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.

A. Acceptance will be dependent upon Contractor having completed and submitted, as required, all deliverables associated with the Work, those deliverables having been accepted by the Company, and all Condition Reports having been addressed and closed.

13.2.2 The Contractor 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.