

**ADDENDUM FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –  
COMMERCIAL ITEMS (FEB 2002) (TAILORED)**

- (1) 49 CFR Part 172 – Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements. The Task Ordering activity / Waste Generator shall comply with all applicable transportation, labeling, transport vehicle, and carrier requirements listed in the matrix of 49 CFR Part 172.
  - (2) 49 CFR Part 173 – Shippers – General Requirements for Shipments and Packagings;
  - (3) 49 CFR Part 178 – Specifications for Packagings
- (c) Waste Generators shall not mix or otherwise combine the waste material with any other material or products from any other party or source, nor present the same for receipt by Envirocare.
  - (d) Waste material delivered to the Contractor shall not contain free-standing liquids and shall not exceed 3% above optimum moisture content as determined by a standard proctor.
  - (e) The Waste Generator shall leave a minimum container/tank “Freeboard” of 5%.
  - (f) The Task Ordering activity / Waste Generator is financially responsible for all fines, fees, and costs associated with failure of compliance with Title 49 CFR – Transportation.
  - (g) The Task Ordering activity / Waste Generator is responsible for discrepancies incident to shipment including overage, shortage, loss, damage, and other discrepancies between the quantity and/or condition of materials shipped via commercial carriers and the quantity and/or condition of these materials as shown on the shipping manifest or other transportation document. The Task Ordering Activity is further responsible when there is a determination that the transport vehicles and/or containers are contaminated, leaking, or otherwise not in compliance with the packaging requirements of Title 49 CFR - Transportation.
  - (h) Claims arising from non-compliance with DOT Title 49 CFR – Transportation, and discrepancies occurring in transit through the completion of off-loading is a matter for settlement between the Task Ordering Activity and the carrier.

**34. DELIVERY AT CONTRACTOR’S FACILITY**

Each Task Ordering activity / Waste Generator is responsible for the transport, and delivery of the waste material to Envirocare in accordance with Clause No. 33. above, the Statement of Work – Appendix A, and Appendix F, “Delivery Schedule,” attached hereto and provided as a consolidated reference.

- (a) Delivery at the Contractor’s Facility shall not be made until:
  - (1) The Task Ordering activity has received from the Contractor a “Notice to Transport,” and

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- (2) The Task Ordering activity has negotiated with the Contractor's Shipment Delivery Scheduler, a date for delivery and has received an arrival confirmation number from Envirocare.
- (b) All waste material shipped on an individual shipping manifest shall be considered a "shipment" under the terms of this Contract.
- (c) Task Ordering activities shall provide the below listed items to the Contractor's Shipment Delivery Scheduler, no earlier than 5 working days of the expected delivery at the Contractor's facility:
  - (1) The 5 Working-Day Shipment Notification Form (EC-98096);
  - (2) A copy of the Special Nuclear Material (SNM) Exemption Certification Form (EC-0230-SNM); (use when Profile contains U-235, U-233, PU-236, PU-238 through PU-244)
  - (3) A copy of the Radioactive Waste Profile Record, Form EC-0230; and
  - (4) A copy of the completed and executed Low-Level Radioactive Waste Manifest.

The above listed items may be provided to the Contractor by mail or FAX. See Appendix D-Forms, and Appendix F-Delivery Schedule.

- (d) Upon delivery to the Contractor's facility and prior to the Contractor's unloading the shipment, should the loaded transport vehicle and/or containers not conform to the requirements of Envirocare's Licenses or permits, or DOT, Title 49 CFR – Transportation regulations, or arrive damaged or unusually difficult to unload, the Contractor shall notify the Task Ordering activity immediately of the discovery for negotiation of a resolution. Resolution may be but not limited to the following:
  - (1) Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - (2) Task Ordering office may direct an alternative course of action.
  - (3) Either party may negotiate a rejection of the shipment. The costs incidental to returning the shipment shall be borne by the Task Ordering activity.

**35. INVOICES AND SCHEDULE OF INVOICE PAYMENTS AND INVOICES**

Definitions: Invoice. The Contractor's bill or written request for payment under the contract for supplies delivered or services performed.

Invoice Payment. A Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost payment where amounts owed have been settled between the Waste Generator and the contractor.