

Title: Environmental Subcontracts Management

Procedure No: SOP-0002

Revision: 0

Effective Date: October 20, 2008

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**ATTACHMENT 16: BACKCHARGE NOTICE
FOR
PROVISIONS OF SERVICES, EQUIPMENT OR MATERIALS TO SUBCONTRACTOR**

Backcharge Notice No. _____ Subcontract No. _____

SUBCONTRACTOR: _____ Date: _____

In accordance with provisions of the subject Subcontract, LANS agrees perform the following elements of the Subcontract scope:

LANS AGREES TO PROVIDE THE SERVICE UNDER THE FOLLOWING CONDITIONS:

1. Cost

The cost to perform the service shall be fully borne by the SUBCONTRACTOR. LANS provides herein a good faith estimate of the cost of the service. During performance of the service, actual costs will be accumulated by LANS and, upon completion of the service, LANS will amend this Backcharge Notice to reflect actual costs. The actual cost will be deducted from the Subcontract sum.

2. Schedule

In performing this service, LANS is not responsible for delays to the Subcontract schedule, which might arise from such performance. The SUBCONTRACTOR expressly agrees not to assert a claim for impact costs resulting from a schedule delay.

3. Responsibility of SUBCONTRACTOR

It is understood that the SUBCONTRACTOR expressly agrees that all such work performed by LANS shall be at the sole risk and responsibility of the SUBCONTRACTOR. The SUBCONTRACTOR shall indemnify and hold LANS harmless from any loss or expense in connection with the performance of work thereunder by LANS resulting from injury to or death of any person or from damage to any property (including equipment and material to be installed) unless caused by the sole negligence of LANS.

If this Backcharge Notice is for provision of equipment/materials only, the SUBCONTRACTOR has examined the items and found them to be operable, safe, and suitable for SUBCONTRACTOR'S intended use. In consideration of LANS granting to the SUBCONTRACTOR the right to use such equipment/materials, the SUBCONTRACTOR hereby agrees that the possession, handling and use of the equipment shall be at the sole risk and responsibility of the SUBCONTRACTOR. The SUBCONTRACTOR shall indemnify and hold LANS harmless from any loss or expense in connection with the SUBCONTRACTOR'S possession, handling or use of such equipment and material to be installed.

Upon delivery of LANS furnished property to the SUBCONTRACTOR, the SUBCONTRACTOR assumes the risk and responsibility for its loss or damage, except for reasonable wear and tear, or as otherwise provided for by the provisions of the Subcontract.

Basis for Estimate Cost

Labor	\$ _____
<u>Material</u>	\$ _____
<u>Equipment</u>	\$ _____
<u>Other</u> (Overheads, etc.)	\$ _____
<u>Total</u>	\$ _____

REVIEWED:

ACCEPTED:

Subcontract Technical Representative Date

Subcontractor Date

APPROVED:

Procurement Specialist Date

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ESTIMATE TO FURNISH
SERVICES/EQUIPMENT/MATERIAL
TO A SUBCONTRACTOR

LABOR:

CLASSIFICATION	NUMBER OF HOURS	\$ RATE/HR.	TOTAL \$

TOTAL LABOR \$ _____

MATERIAL:

DESCRIPTION	UNITS	\$ /UNIT	TOTAL \$

TOTAL MATERIAL \$ _____

EQUIPMENT:

DESCRIPTION	NUMBER OF HOURS	\$ RATE/HR.	TOTAL \$

TOTAL EQUIPMENT \$ _____

OTHER: (site overheads, etc...)

TOTAL OTHER \$ _____

ESTIMATE TOTAL \$ _____

PREPARER: _____

REVIEWER: _____
(STR) (Signature)