

**SPECIAL PROVISIONS - CONTRACTED LABOR TIME RECORDING
SP-20 REV. 2 AUGUST 5, 2013**

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PREAMBLE

- A. These Special Provisions are requirements of any contract in which this Special Provision document is incorporated. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Contract and are in addition to the General Provisions and other Special Provisions that apply to this Contract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. Without in any way limiting the Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses which may be applicable to this action by law or regulation, the FAR, DEAR and other regulation references herein are specifically incorporated into this contract. Applicability instructions and comments are provided for convenience only. Contractor is responsible for reviewing the full text of each clause and requesting clarification if the intent or applicability to this specific contract is not clear.
- C. In the referenced clauses, the obligations of CHPRC to the Government as provided in said clauses shall be deemed to be the obligations of the Contractor to CHPRC unless otherwise noted below:
- D. Whenever necessary to make the context of the FAR/DEAR clauses applicable to this contract, the term "disputes" shall mean "claims" and the terms "Government," "Contracting Officer," and equivalent phrases shall mean CHPRC except the terms "Government," and "Contracting Officer" do not change:
 - 1. in the phrases referencing "Government Property" and "Government-Owned Equipment,"
 - 2. in the clauses referring to "intellectual property rights", "Stop Work", "nuclear hazards indemnity"
 - 3. when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative,
 - 4. when access to proprietary financial information or other proprietary data is required for purposes other than CHPRC's obligation to evaluate Cost/Price data submitted by Contractor in conjunction with any provision of this contract,
 - 5. when title to property is to be transferred directly to the Government

- E. If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Contract, the below FAR/DEAR and Regulatory references shall take precedence.
- F. Contractor shall flowdown to its subcontracts at all tiers the applicable portions of these provisions and referenced FAR/DEAR clauses. Referenced Clauses are available at: http://management.energy.gov/policy_guidance/procurement_acquisition.htm

1.0 CONTRACTED LABOR TIME RECORDING (CLTR) SYSTEM

In performance of this contract contractor personnel (Contracted Labor Resources - CLR) are required to utilize the Contracted Labor Time Recording (CLTR) system to record contract-billable time. No other work, invoicing or charging mechanism is authorized for this contract unless directed otherwise by CHPRC.

2.0 PERSONNEL STATUS

- A. Nothing in SP -20 is intended to create a co-employment agreement or Joint venture agreement with Contractor. All Contractor employees using the CLTR system shall remain employees of the Contractor and Contractor shall remain solely responsible for matters related to employer-employee relationship issues.
- B. Contractor shall brief and maintain communication with its personnel relative to their status on site as contract personnel. Payroll processing, holiday and vacation time, sick time and income tax shall be clearly defined to Contractor personnel before they arrive on site to begin work under contract for CHPRC.
- C. Contractor and contractor personnel will adhere to the ethical principles described in FAR part 3.1002.

3.0 CLR SUPERVISOR

CLR personnel will report to the designated CLR Supervisor for work and time-keeping direction. The CLR Supervisor is the CHPRC person designated in the contract to direct and accept the work performed by the CLR for this contract. Authority of the CLR Supervisor is limited to providing technical and time-recording guidance only. The CLR Supervisor may not direct material changes to the contract.

4.0 INVOICING & PAYMENT

- A. Payment to the contractor will be based on the CLTR system-generated invoices of records properly submitted by the contractor's CLR in the CLTR system and approved by the CLR Supervisor.
- B. The CLTR system will generate an invoice for each contract using the approved time records for the period. A copy of the invoice showing a summary of the time records will be mailed to the contractor.
- C. Contractor is responsible for ensuring that time records are current, accurate and complete, and for promptly reporting payment anomalies.
- D. CLTR system invoice processing is scheduled for the 3rd Wednesday of each month, or another date as identified in the contract. CLTR invoices will be paid in accordance with contract payment terms.
- E. Contractor is not to submit an invoice unless directed otherwise by CHPRC.

5.0 ACCURACY CERTIFICATION

Recording work time and submitting time records in the CLTR system constitutes contractor's certification that the hours are correctly charged for work performed on the contract and payment is due in accordance with the contract.

6.0 FALSE CLAIMS FOR ERRONEOUS BILLED HOURS

- A. Falsely recording billable hours is a civil and criminal violation of the Federal False Claims Act.
- B. Contractor is responsible to ensure that their personnel are instructed on proper time recording practices and responsibilities associated with submittal of current and accurate time records.
- C. Contractor will be held accountable for the conduct/misconduct of their personnel with respect to the CLTR system and time records. Failure to comply with the provisions of SP-20 may be considered, by CHPRC, a material breach of contract.
- D. Contractors and contractor personnel are responsible for identifying and reporting falsification of billable hours to one or all of the following persons: CHPRC Contract Specialist, CHPRC Procurement Manager, CHPRC Internal Audit Director or CHPRC General Counsel.
- E. Use of the CLTR system to record work hours and obtain contract payments does not relieve the contractor of any record keeping or accounting requirements.

7.0 CLTR WORK SCHEDULE

- A. The 8x9's work schedule is the standard contractor CLR work schedule unless the CHPRC CLR Supervisor has assigned an alternate work schedule in writing /email. Assigned CHPRC work shift schedule time is recorded as RW in CLTR. The assigned work location is determined by the CLR Supervisor.

8.0 AUTHORIZATION AND TIME RECORDING

- A. CLR personnel will receive a Work Charge Authorization (WCA) which is documentation to record and bill time to a specific Charge Account Control Number (CACN). CLR personnel must have a WCA for every CACN recorded in CLTR. The WCA must be retained by the CLR to demonstrate proper charging authorization when requested as part of a time record audit or review.
- B. Only actual hours worked associated with support to CHPRC-assigned work objectives are to be entered into CLTR.
- C. CLR personnel must record contract-billable time worked on a daily basis in CLTR either at the end of the day or the beginning of the next day. Completed time records must be submitted for approval at the end of the work week.
- D. Unless directed otherwise, time shall be recorded to the nearest 1/10 of an hour.
- E. Non-productive time, holidays, sick leave, vacation, personal business, corporate business, doctor appointments, jury duty, travel time to and from primary work location, site closures, weather delays, early release, compensatory or offsetting time, etc. shall not be recorded in CLTR unless specifically directed by CHPRC in writing.
- F. The CHPRC CLR Supervisor directed training and medical exams are considered contract-billable productive hours.
- G. CLR personnel may not record billable hours in advance of work unless the following exception applies:
 - a. Billable business travel and/or training attendance will preclude entering the time on the day worked.
- H. A manual log may be used temporarily when CLR personnel are unable to access CLTR. The billable hour information should be entered into CLTR as soon as the CLR has access to the CLTR system.

9.0 OVERTIME & NON-STANDARD SHIFT CODES

- A. OT or shift codes other than RW may only be used in the CLTR system when authorized and defined in the contract.

- B. Recording time using a non-standard shift code must be pre-approved by the CHPRC CLR Supervisor. CLR personnel must cite the authorizing authority in the time record “Comments” field.

10.0 CORRECTIONS TO CLTR HOURS

- A. Adjustments and corrections to CLR time records must be made in a timely manner via the CLTR system with supporting explanation provided in the time record comments.
- B. CHPRC may refuse to accept any time records, changes or corrections which are not submitted within 90 days of the work day.
- C. Adjustments which are not made by the original CLR require written explanation to CHPRC and may be refused if the accuracy of the adjustment cannot be verified.