



TABLE OF CONTENTS

ARTICLE 1.0 OBLIGATIONS OF SUBCONTRACTOR 3

1.1 Labor and Work Rules 3

1.2 Schedules, Progress Reports, and Coordination..... 3

1.3 Permits, Licenses, and Fees 4

1.4 Protection of Work and Property 4

1.5 Insurance 4

1.6 Responsibility of the SUBCONTRACTOR to Act in Emergency..... 5

1.7 Equipment, Materials, and Appliances 5

1.8 Copies of Data..... 5

1.9 Environmental Responsibility 5

1.10 Conditions and Risks of Work 5

1.11 Overtime 6

1.12 Performance and Payment Bonds 6

ARTICLE 2.0 CHANGES – FIXED-PRICE CONSTRUCTION (Applies only to Fixed-Price Construction Subcontract that Exceeds the Simplified Acquisition Threshold) 6

ARTICLE 3.0 CHANGES AND CHANGED CONDITIONS (Applies Only to Subcontracts Below the Simplified Acquisition Threshold)..... 7

ARTICLE 4.0 CHANGES – COST-REIMBURSEMENT CONSTRUCTION (Applies Only to Cost-Reimbursement Subcontracts) 8

ARTICLE 5.0 CHANGE ORDER ACCOUNTING 9

ARTICLE 6.0 NOTIFICATION OF CHANGES 9

ARTICLE 7.0 OBLIGATIONS OF BUYER 10

7.1 Limitations of BUYER’s Responsibilities 10

7.2 Buyer’s Right to do Work..... 11

ARTICLE 8.0 GENERAL LEGAL PROVISIONS 11

8.1 Title to Materials Found..... 11

8.2 Survey Control Points and Layouts..... 11

8.3 Delays and Extension of Time 11

8.4 Consequential Damages 12

ARTICLE 9.0 GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS..... 12

9.1 Orientation 12

9.2 Overhead Restrictions 12

9.3 Explosives 12



9.4	Heavy Equipment.....	13
9.5	Work Area Housekeeping	13
9.6	Work Area Limitations	13
9.7	System Outages.....	13
9.8	Removal and Disposal of Existing Equipment and/or Materials	13
9.9	Special Excavation Requirements.....	13
9.10	Fire Protection Outages.....	14
9.11	Railroad Right of Way	14
9.12	Cultural Ecological Resources Awareness.....	14
ARTICLE 10.0 WORK AND OPERATIONS AT THE WORKSITE REQUIRING SPECIFIC APPROVAL		15
10.1	Working Hours.....	15
10.2	Moving of Equipment	15
10.3	Electrical System Tie-Ins and Equipment Testing	15
10.4	Receipt of SUBCONTRACTOR Supplies and/or Equipment at Site	15
10.5	Protection of Products and Work	16
10.6	Protection of Existing Facilities	16
10.7	Hanford Site Stabilization Agreement	17
ARTICLE 11.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE Error! Bookmark not defined.		

ARTICLE 1.0 OBLIGATIONS OF SUBCONTRACTOR

1.1 Labor and Work Rules

At all times during the course of the Work, the SUBCONTRACTOR shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to the BUYER. The supervisor shall have the authority to represent the SUBCONTRACTOR and technical directions given to the supervisor shall be binding on the SUBCONTRACTOR. Upon the BUYER's authorized procurement representative written request, the SUBCONTRACTOR shall give the supervisor, in writing, complete authority to act on behalf of, and to bind the SUBCONTRACTOR in all matters pertaining to the Work and this Subcontract. If requested, the SUBCONTRACTOR shall furnish the BUYER's authorized procurement representative a copy of the authorization. The SUBCONTRACTOR shall not transfer or remove any of its supervisory or key personnel from performance of the Work without the prior written approval of the BUYER's authorized procurement representative.

The SUBCONTRACTOR agrees that all labor employed by it, its agents, and/or lower-tier Subcontractors for the Work on the job-site shall be in harmony with and be compatible with all other labor used by the BUYER and other Subcontractors. Whenever the SUBCONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work, the SUBCONTRACTOR shall immediately give the BUYER's authorized procurement representative notice thereof including all relevant information.

The SUBCONTRACTOR shall strictly comply with all BUYER and Government rules governing the conduct of the SUBCONTRACTOR and the SUBCONTRACTOR's employees, agents, and lower-tier Subcontractors at and about the job site. The SUBCONTRACTOR agrees that it shall ensure that its supervisory personnel, employees, agents, and lower-tier Subcontractors at the job-site strictly comply with such rules. The BUYER reserves the right to, from time to time, revise any such rules and the SUBCONTRACTOR shall comply fully with such rules as revised in accordance with the foregoing provisions.

1.2 Schedules, Progress Reports, and Coordination

The SUBCONTRACTOR must meet the schedule specified in the Subcontract. When requested by the BUYER, the SUBCONTRACTOR will prepare and submit to the BUYER's authorized procurement representative and the BTR a progress schedule identifying the completion of the Work outlined in this SUBCONTRACT, within the deadlines and milestones established.

During the progress of the Work, the SUBCONTRACTOR will maintain material deliveries and employ sufficient workers and equipment to accomplish the Work in conformance with the submitted schedule or deadlines and milestones established.

If requested by BUYER, the SUBCONTRACTOR will forward to the BUYER's authorized procurement representative and the BTR a summary report of the progress of the various parts of the Work, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any.

The SUBCONTRACTOR recognizes that the BUYER, the Government, and other SUBCONTRACTORS and lower-tier Subcontractors may be working concurrently at the jobsite. The SUBCONTRACTOR agrees to cooperate with the BUYER, the Government, and other SUBCONTRACTORS, and lower-tier Subcontractors so that the project as a whole will progress with a minimum of delays. The BUYER

reserves the right to direct the SUBCONTRACTOR to schedule the order of performance of its Work in such a manner as not to interfere with the performance of others.

If the completion of any part of the Work or the delivery of materials is behind schedule, due to the fault of the SUBCONTRACTOR, the SUBCONTRACTOR will submit in writing a plan for bringing the Work within the schedule. The BUYER may require that one or more of the following courses of action be taken by the SUBCONTRACTOR to accelerate the schedule:

- Increase the working week to 6 or 7 days.
- Increase the labor force.
- Provide and utilize additional equipment.
- Increase the working day to 10 hours or more.

The SUBCONTRACTOR shall remain on such accelerated work schedule until such time as, in the opinion of the BUYER; the degree of completion of the Work complies with the original schedule. All extra costs of any accelerated work schedule will be borne by the SUBCONTRACTOR.

Failure to comply with such an accelerated work schedule may result in no further monthly progress payments until such time as the degree of completion of the Work complies with the approved schedule or the BUYER has approved a revised schedule.

1.3 Permits, Licenses, and Fees

The SUBCONTRACTOR shall obtain and pay for all applicable permits and licenses required by law that are associated with the Work.

1.4 Protection of Work and Property

The SUBCONTRACTOR shall at all times safely guard and protect from damage the Work and adjacent property. All loss or damages arising out of the nature of the Work to be done under this Subcontract, including, but not limited to, action of the elements, will be the responsibility of the SUBCONTRACTOR.

The SUBCONTRACTOR shall confine its equipment, the storage of materials, and the operation of its workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the BUYER and shall not unreasonably encumber the premises with its materials.

1.5 Insurance

The SUBCONTRACTOR shall procure and maintain the insurance policies and coverage limits found in the On-site Work provisions including additional coverage as described below unless such policies and limits are waived in writing by the BUYER's Procurement Representative. The SUBCONTRACTOR shall ensure that lower-tier Subcontractor agreements, if lower-tier Subcontractors will perform work on site, at least duplicate the insurance policies and coverage limits required of the SUBCONTRACTOR unless waived by the BUYER's Procurement Representative. The SUBCONTRACTOR agrees to provide an insurance certificate identifying the insured, Subcontract Number, the BUYER, and the U.S. Department of Energy (DOE).

The SUBCONTRACTOR shall procure and maintain Builder's "All Risk" insurance covering damage to the SUBCONTRACTOR's Work during construction. The insurance shall include coverage for material

and equipment during inland transit and in temporary storage (both onsite and offsite) and shall include the insurer's waiver of subrogation in favor of the BUYER and the U.S. Department of Energy (DOE).

1.6 Responsibility of the SUBCONTRACTOR to Act in Emergency

In emergencies affecting the safety of persons, the Work or property at the site and adjacent thereto, the SUBCONTRACTOR will act, without previous instructions from the BUYER, as the situation warrants. The SUBCONTRACTOR will notify the BUYER's authorized procurement representative and the BUYER's Technical Representative there hereafter. The SUBCONTRACTOR will submit to the BUYER's Procurement Representative and the BUYER's Technical Representative the name, address, and phone number of a responsible individual or individuals who will be available on a twenty-four (24) hour basis to handle emergency situations in connection with the Work.

1.7 Equipment, Materials, and Appliances

Unless otherwise stipulated, the SUBCONTRACTOR will provide and pay for all materials, labor, water, tools, equipment, heat, light, power, transportation, telephone, temporary facilities, and other facilities, and incidentals necessary for the execution and completion of the Work. Unless otherwise specified, all materials will be new, and both workmanship and materials will be of good quality.

In selecting and/or approving equipment for installation, the SUBCONTRACTOR assumes all responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or the SUBCONTRACTOR's defective workmanship or materials.

1.8 Copies of Data

One legible copy each of all notes, field notes, drawings, including record drawings, prints, plans, reports, and other applicable documents prepared under the provisions of this SUBCONTRACT will be delivered by the SUBCONTRACTOR to the BUYER's Procurement Representative and BUYER's Technical Representative upon completion of the Work and prior to final payment.

1.9 Environmental Responsibility

The SUBCONTRACTOR shall provide to the BUYER's Procurement Representative and the BUYER's Technical Representative documentation of services, processes, and business practices that are protective of the natural environment.

1.10 Conditions and Risks of Work

The SUBCONTRACTOR represents that it has carefully examined the drawings and specifications for the Work and has fully acquainted itself with all other conditions relevant to the Work, and its surroundings, and the SUBCONTRACTOR assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the BUYER, fully complete the Work for the stated Subcontract price without further recourse by BUYER. Information on the site of the Work and local conditions at such site furnished by the BUYER in specifications, drawings or otherwise is not guaranteed by the BUYER and is furnished only for the convenience of the SUBCONTRACTOR.

1.11 Overtime

Unless expressly stated elsewhere in this Subcontract, Work at the job sites shall be compatible with BUYER's starting and quitting times, or other times approved by the BUYER's Technical Representative. The BUYER's Technical Representative must provide prior approval of scheduled overtime Work by the SUBCONTRACTOR in writing and provided that the Subcontract includes negotiated overtime rates. All overtime approvals shall be included with invoices submitted.

1.12 Performance and Payment Bonds

The "original Subcontract price," as used in this provision, means the award price of the Subcontract. The original Subcontract price does not include the price of any options, except those options exercised at the time of Subcontract award. If the resulting Subcontract price is \$150,000 or more, the SUBCONTRACTOR shall furnish performance and payment bonds to the BUYER's Procurement Representative as follows:

Performance Bonds. The penal amount of performance bonds at the time of Subcontract award shall be one hundred (100) percent of the original Subcontract price and cover the complete period of performance.

Payment Bonds. The penal amount of payment bonds at the time of Subcontract award shall be one hundred (100) percent of the original Subcontract price and cover the complete period of performance.

If the original Subcontract price is between \$30,000 and \$150,000, the SUBCONTRACTOR is required to provide only a payment bond in accordance with the above requirements.

The BUYER may require additional performance and payment bond protection if the Subcontract price is increased. The increase in protection will generally be equal to one hundred (100) percent of the increase in the Subcontract price. The SUBCONTRACTOR shall furnish all executed bonds, including any necessary reinsurance agreements, to the BUYER's Procurement Representative within ten (10) calendar days after receipt of Notice of Award or Subcontract execution, whichever is earlier, but in any event, before starting Work.

The bonds shall be in the form of a firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be accessed at the Treasury Department Website: <http://www.fms.treas.gov>.

ARTICLE 2.0 CHANGES – FIXED-PRICE CONSTRUCTION (Applies only to Fixed-Price Construction Subcontract that Exceeds the Simplified Acquisition Threshold)

(a) The BUYER's Procurement Representative may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes—

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;

- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the BUYER's Procurement Representative that causes a change shall be treated as a change order under this clause; Provided, that the SUBCONTRACTOR gives the BUYER's Procurement Representative written notice stating—

- (1) The date, circumstances, and source of the order; and
- (2) That the BUYER's Procurement Representative regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the BUYER's Procurement Representative shall be treated as a change under this clause or entitle the Subcontractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the SUBCONTRACTOR's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the BUYER's Procurement Representative shall make an equitable adjustment and modify the Subcontract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the SUBCONTRACTOR gives written notice as required. In the case of defective specifications for which the BUYER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the SUBCONTRACTOR in attempting to comply with the defective specifications.

(e) The SUBCONTRACTOR must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the BUYER's Procurement Representative a written statement describing the general nature and amount of the proposal, unless this period is extended by the BUYER. The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Subcontractor for an equitable adjustment shall be allowed if asserted after final payment under this Subcontract.

ARTICLE 3.0 CHANGES AND CHANGED CONDITIONS (Applies Only to Subcontracts Below the Simplified Acquisition Threshold)

(a) The BUYER's Procurement Representative may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The SUBCONTRACTOR shall promptly notify the BUYER's Procurement Representative, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the BUYER's Procurement Representative shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the SUBCONTRACTOR before final payment under the Subcontract.

(d) The BUYER's Procurement Representative shall not make an equitable adjustment under paragraph (b) unless—

(1) The SUBCONTRACTOR has submitted and the BUYER's Procurement Representative has received the required written notice; or

(2) The BUYER's Procurement Representative waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

ARTICLE 4.0 CHANGES – COST-REIMBURSEMENT CONSTRUCTION (Applies Only to Cost-Reimbursement Subcontracts)

(a) The BUYER's Procurement Representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the plans and specifications or instructions incorporated in the contract.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the BUYER's Procurement Representative shall make an equitable adjustment in the—

(1) Estimated cost, delivery or completion schedule, or both;

(2) Amount of any fixed fee; and

(3) Other affected terms and shall modify the contract accordingly.

(c) The SUBCONTRACTOR must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the BUYER's Procurement Representative decides that the facts justify it, the BUYER's Procurement Representative may receive and act upon a proposal submitted before final payment of the Subcontract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Subcontractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) of this clause, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Subcontractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this Subcontract.

ARTICLE 5.0 CHANGE ORDER ACCOUNTING

The BUYER's Procurement Representative may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Subcontractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Subcontractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the BUYER's Procurement Representative or the matter is conclusively disposed of in accordance with the Disputes clause.

ARTICLE 6.0 NOTIFICATION OF CHANGES

- (a) The primary purpose of this clause is to obtain prompt reporting of BUYER conduct that the SUBCONTRACTOR considers to constitute a change to this Subcontract. Except for changes identified as such in writing and signed by the BUYER's Procurement Representative, the SUBCONTRACTOR shall notify the BUYER's Procurement Representative in writing promptly, within ten (10) calendar days from the date that the SUBCONTRACTOR identifies any BUYER conduct (including actions, inactions, and written or oral communications) that the SUBCONTRACTOR regards as a change to the Subcontract terms and conditions. On the basis of the most accurate information available to the SUBCONTRACTOR, the notice shall state—
1. The date, nature, and circumstances of the conduct regarded as a change;
 2. The name, function, and activity of each BUYER individual and SUBCONTRACTOR official or employee involved in or knowledgeable about such conduct;
 3. The identification of any documents and the substance of any oral communication involved in such conduct;
 4. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 5. The particular elements of Subcontract performance for which the SUBCONTRACTOR may seek an equitable adjustment under this clause, including –
 - a. What portion(s) of the Statement of Work have been or may be affected by the alleged change;
 - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d. What adjustment to Subcontract price, delivery schedule and other provisions affected by the alleged change are estimated;
 6. The SUBCONTRACTOR's estimate of the time by which the BUYER must respond to the SUBCONTRACTOR's notice to minimize cost, delay, or disruption of performance.
- (b) Continued performance. Following submission of the notice required by paragraph (a) of this clause, the SUBCONTRACTOR shall diligently continue performance of this Subcontract to the maximum extent possible in accordance with its terms and conditions as construed by the Subcontractor, unless the notice reports a direction of the BUYER's Procurement Representative the Subcontractor shall continue performance; provided, however, that if the Subcontractor regards the direction or communication as a change as described in paragraph (a) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders, and similar actions of the BUYER's Procurement Representative shall be reduced to writing promptly

and copies furnished to the SUBCONTRACTOR.

- (c) BUYER's response. The BUYER's Procurement Representative shall promptly, within thirty (30) calendar days after receipt of notice, respond to the notice in writing. In responding, the BUYER's Procurement Representative shall either –
- (1) Confirm that the conduct of which the Subcontractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the SUBCONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance: or
 - (4) In the event the Subcontractor's notice information is inadequate to make a decision under paragraphs (a) of this clause, advise the Subcontractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the BUYER will respond.
- (d) Equitable adjustments.
- (1) If the BUYER's Procurement Representative confirms that BUYER conduct effected a change as alleged by the Subcontractor, and the conduct causes an increase or decrease in the Subcontractor's cost of, or the time required for, performance of any part of the work under this Subcontract, whether changed or not changed by such conduct, an equitable adjustment shall be made –
 - a. In the subcontract price or performance period or both; and
 - b. In such other provisions of the Subcontract as may be affected
 - (2) The Subcontract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the BUYER is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the SUBCONTRACTOR in attempting to comply with the defective drawings, designs or specifications before the SUBCONTRACTOR identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the BUYER's Procurement Representative under this clause is included in the equitable adjustment, the BUYER's Procurement Representative shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the SUBCONTRACTOR's failure to provide notice or to continue performance as provided, respectively, in paragraphs (a) and (b) of this clause.

ARTICLE 7.0 OBLIGATIONS OF BUYER

7.1 Limitations of BUYER's Responsibilities

The BUYER will not be responsible for the SUBCONTRACTOR's means, methods, techniques, sequences, or procedures of the Work, or the safety precautions including compliance with the program's incident thereto. The BUYER will not be responsible for the SUBCONTRACTOR's failure to perform the Work in accordance with this Subcontract.

7.2 Buyer's Right to do Work

If the SUBCONTRACTOR, in the opinion of the BUYER, neglects to execute the Work properly or neglects or refuses at its own cost to take up and replace Work rejected by the BUYER, then the BUYER will, without prejudice to any other right which the BUYER may have under this SUBCONTRACT, take over that portion of the Work which has been improperly executed and make good the deficiencies and deduct the cost from the Subcontract's value thereof from the payments then or thereafter due the SUBCONTRACTOR.

ARTICLE 8.0 GENERAL LEGAL PROVISIONS

8.1 Title to Materials Found

The title to water, soil, rock, gravel, sand, minerals, timber, and any other materials developed or obtained in the excavation or other operations of the SUBCONTRACTOR or any of its lower-tier Subcontractors and the right to use said materials or dispose of same is hereby expressly reserved by the U.S. Department of Energy. Neither the SUBCONTRACTOR, its lower-tier Subcontractors, nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. The SUBCONTRACTOR may, at the sole discretion of the U.S. Department of Energy, be permitted, without charge, to use in the Work any such materials that meet the requirements of this Subcontract.

8.2 Survey Control Points and Layouts

Survey control points, as shown on the drawings, will be established by the BUYER. The SUBCONTRACTOR shall complete the layout of all Work and shall be responsible for all requirements necessary for the Work execution in accordance with the locations, lines, and grades specified or shown on the drawings, subject to such modifications as the BUYER may require as Work progresses.

If the SUBCONTRACTOR or any of its lower-tier Subcontractors or any of their representatives or employees move or destroy, or render inaccurate any survey control point, such control point shall be replaced by the BUYER at the SUBCONTRACTOR's expense. No separate payment will be made for survey Work performed by the SUBCONTRACTOR.

8.3 Delays and Extension of Time

If the SUBCONTRACTOR intends to file a claim for a time extension for a delay, it will, within forty-eight (48) hours of the occurrence, give written notice of the claim to the authorized procurement representative stating the circumstances, the possible extension involved, and the reasons for the claim. Within seven (7) calendar days after the cause of delay has been remedied, the SUBCONTRACTOR will give written notice to the authorized procurement representative of the actual time extension requested.

Within fifteen (15) calendar days after the SUBCONTRACTOR submits to the BUYER's Procurement Representative a specific written request for a time extension, the BUYER will make the final decision on the request for a time extension.

No time extension will be considered for weather conditions in the area in which the Work is being performed unless determined by the BUYER's Technical Representative to warrant such extension. Unusual weather conditions, if determined by the BUYER to be of a severity that would stop all progress of the Work, may be considered as cause for a time extension.

Delays in delivery of equipment or material purchased by the SUBCONTRACTOR or its lower-tier Subcontractors (including BUYER-selected equipment) or failure of the SUBCONTRACTOR or its lower-tier Subcontractors to perform will not be considered as a just cause for a delay, unless the BUYER was responsible for causing the delay rather than the SUBCONTRACTOR. The SUBCONTRACTOR shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials, unless the BUYER caused impact beyond the SUBCONTRACTOR'S control.

The SUBCONTRACTOR required to submit a "Lost Time/Work Delay Notification" known as the "White Card" form with the Daily Activity and Manpower report. The Lost Time/Work Delay Notification, when signed by both parties, becomes backup documentation for SUBCONTRACTOR claims/changes.

8.4 Consequential Damages

Neither the BUYER nor the SUBCONTRACTOR shall be responsible or held liable to the other for indirect or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product or business interruption. Except for the obligation to make payments, neither Party shall be in default hereunder to the extent such default is caused by a cause beyond each party's reasonable control. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any options available at law or in equity. Releases from, and limitations of liability and waivers of subrogation shall apply notwithstanding the fault, negligence (whether active, passive, joint or concurrent), strict liability or other theory of legal liability of the party released or whose liability is limited and shall be effective to, and apply to, the maximum extent allowable by law and in the event such provision is determined to exceed the maximum scope allowed by law, said provision shall be interpreted and enforced so as to preserve, release or limitation to the maximum extent allowable. The BUYER and the SUBCONTRACTOR agree to look solely to each other with respect to performance of this agreement.

ARTICLE 9.0 GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS

9.1 Orientation

Prior to entry by the SUBCONTRACTOR onto the Work site, the SUBCONTRACTOR's supervisor and all employees shall attend a general orientation to acquaint themselves with the working conditions and requirements to be imposed at the Work site. It shall be the responsibility of the SUBCONTRACTOR to ensure that all their employees and their, lower-tier Subcontractor employees attend the provided Orientation.

9.2 Overhead Restrictions

Under no conditions shall the SUBCONTRACTOR operate or move cranes, hoists or similar equipment within twenty (20) feet of overhead electrical conductors, guy wires, or substations, unless prior authorization for such operations is obtained from the BUYER's Technical Representative giving full details of the method of equipment operations. Authorization from the BUYER's Technical Representative shall also be obtained when transporting materials, machinery, or other equipment which establishes a height exceeding fourteen (14) feet from the road and/or ground surface.

9.3 Explosives

The use of explosives requires express written authorization from the BUYER.

9.4 Heavy Equipment

Heavy equipment will not be allowed to cross existing paved roadways unless such roadway is protected by rubber tires or other adequate protection such as heavy planking. Movement of heavy equipment equipped with crawler-type treads on existing paved surfaces is forbidden and such equipment must be transported to the Work site on rubber-tired trailers. Upon completion of the Work, the equipment shall be promptly removed from the Work site.

9.5 Work Area Housekeeping

The SUBCONTRACTOR shall at all times keep the Work area, including storage areas used by it, in an orderly condition free from accumulations of waste materials or rubbish. All materials shall be kept in neat piles and protected from the elements until installed. Prior to or upon completion of the Work, the SUBCONTRACTOR shall remove from the Work site all rubbish, and all tools, scaffolding, equipment and materials not the property of the Government or the BUYER. Upon completion of the Work, the SUBCONTRACTOR shall leave the construction area in a clean, neat condition, satisfactory to the BUYER's Technical Representative.

9.6 Work Area Limitations

The SUBCONTRACTOR shall restrict its personnel and operations to the limits of the Work area. Any changes and or modifications to existing installations located at the outer limits of the Work area shall be permitted only after specific approval is received from the BUYER's Technical Representative.

9.7 System Outages

Work which requires any existing building utility system (excluding fire protection) to be taken out of service shall be scheduled and performed so that the length of time the utility is out of service is held to a minimum. All material for alteration and tie-in work shall be on hand when each utility service interruption is scheduled. The SUBCONTRACTOR shall notify the BUYER's Procurement Representative not less than fourteen (14) calendar working days prior to each required utility shutdown. All tie-in work shall be scheduled and performed so that the shutdown time will not exceed four (4) hours for water and two (2) hours for electrical or fire alarm. Methods of performing the tie-in work shall be approved by the BUYER's Technical Representative prior to any utility system outage. Prior approval must be obtained for connection to and use of existing fire hydrants.

9.8 Removal and Disposal of Existing Equipment and/or Materials

All miscellaneous items removed by the SUBCONTRACTOR and not specified to be reused shall remain the property of the Government, and shall be placed at a location adjacent to the Work site as directed in the field by the BUYER's Technical Representative.

9.9 Special Excavation Requirements

Where required, the SUBCONTRACTOR shall provide cribbing for excavation to prevent undermining or movement of any load bearing concrete slabs or footings. All excavations shall require a special permit and comply with OSHA and WISHA regulations.

In the event any underground pipeline, conduit, or other object not shown on the drawings or otherwise indicated in the Specifications is encountered, the SUBCONTRACTOR shall immediately stop work and notify the BUYER's Technical Representative.

Except as otherwise specified, protection (and restoration) of existing facilities shall be as specified in these provisions. All underground piping, conduits, ducts, and other utilities shall be safely shored, braced and/or guyed as specified in the above referenced section.

9.10 Fire Protection Outages

Work that requires a fire alarm system, fire sprinkler system or fire hydrant to be taken out of service shall be scheduled so that the length of reduced system performance is minimized. If the outage is due to alteration or tie-in, all materials required to complete the work shall be on hand before the start of the alteration or tie-in. The SUBCONTRACTOR shall notify the BTR at least five (5) working days before starting work that will require a system outage. Notification shall identify portions of the system that will be affected. The BUYER will coordinate the outage with the SUBCONTRACTOR and others, and arrange for fire department standby if required. If a fire alarm system is to be out of service for more than four (4) consecutive hours, a BUYER approved fire watch shall be provided by the SUBCONTRACTOR, for those areas of a building affected by the outage. If a fire sprinkler system is to be out of service for more than four (4) consecutive hours, a building shall either be evacuated or a BUYER approved fire watch shall be provided by the SUBCONTRACTOR. The building evacuation or fire watch shall be maintained until the fire alarm or sprinkler system is returned to service.

9.11 Railroad Right of Way

Any construction activity within twenty-five (25) feet of the centerline of railroad tracks extending to one hundred (100) feet in some areas must be coordinated with the BUYER's Railroad Operations.

9.12 Cultural Ecological Resources Awareness

The SUBCONTRACTOR shall comply with the provisions of the Native American Graves Protection Act 25 USC 3001-3013. This act establishes statute provisions for the treatment of Native American remains and cultural objects. If during the performance of this Subcontract, the SUBCONTRACTOR discovers Native American remains and/or cultural objects, the SUBCONTRACTOR shall immediately cease work in the affected work area, take reasonable efforts to protect the items discovered, and notify the BUYER's Technical Representative. Work in the affected area may be prohibited for a period not to exceed thirty (30) days.

Cessation of Work under the provisions of this article for periods of up to thirty (30) calendar days shall not be cause for an excusable delay and no additional compensation shall be warranted.

All ground disturbing Work requires a current ecological review by the BUYER. If no nesting birds or other sensitive species are identified in the proximity of the excavation area, work can proceed. If evidence of a curlew nest or other species is found, the SUBCONTRACTOR's Work may proceed at a location away from the nest location depending on site conditions, upon approval from the BUYER, at no additional cost or schedule extension to the BUYER.

ARTICLE 10.0 WORK AND OPERATIONS AT THE WORKSITE REQUIRING SPECIFIC APPROVAL

10.1 Working Hours

The SUBCONTRACTOR shall not perform Work at the Work site on other than regular day shift, as set out in the Specifications, unless given prior approval by the BUYER's Technical Representative and has received written notification in advance.

The SUBCONTRACTOR shall give the BTR at least two (2) hours prior notice if its employees are to be working after the normal shift period Monday through Friday. The SUBCONTRACTOR shall give the BUYER's Technical Representative notice on the prior working day if its employees will be working before normal shift hours, Monday through Friday, or will be working at any time on Saturday, Sunday, or holidays. The notice shall include the type of Work to be performed, location of work, date and hours of work, and description of any heavy equipment to be used. The BUYER's Technical Representative advance approval is required any time Work is to be performed at other than normal shift periods.

10.2 Moving of Equipment

The SUBCONTRACTOR shall notify the BUYER's Technical Representative at least two (2) business days prior to the date it proposes to move any heavy equipment into or from the Work site and shall not move any such equipment in or from the Work site until receipt of written approval from the BUYER's Technical Representative.

10.3 Electrical System Tie-Ins and Equipment Testing

When a tie-in is required to the existing plant electrical systems of four hundred eighty (480) volts or higher, the SUBCONTRACTOR shall contact the BUYER's Technical Representative at least fourteen (14) working days prior to the desired tie-in date and shall not tie-in until receipt of the BUYER's Procurement Representative's approval.

After acceptance but prior to final energizing the system, the BUYER will perform certain necessary testing, not included in this Subcontract, of new service equipment and facilities. These tests will include high voltage D.C., tests of power cable, Dobie test of transformers and switchgear insulation, oil sampling, transformer turn ratio, etc.

10.4 Receipt of SUBCONTRACTOR Supplies and/or Equipment at Site

The SUBCONTRACTOR shall not schedule supplies and/or equipment for delivery to the Hanford site until such time as the SUBCONTRACTOR is mobilized to receive or accept their property at the Work site. The SUBCONTRACTOR shall not be permitted to use the BUYER's mailing address and in no case shall material or equipment be addressed in care of the BUYER's Technical Representative. It is recognized that special conditions may exist that would warrant assistance in the delivery of equipment or materials by the BUYER. However, the SUBCONTRACTOR must have explicit prior written permission and authorization from the BUYER's Technical Representative prior to delivery. Any deviation from this requirement will result in a back-charge to the SUBCONTRACTOR for any costs incurred by the BUYER for coordinating the delivery.

10.5 Protection of Products and Work

The SUBCONTRACTOR shall protect and preserve all products of every description (including products which may be BUYER furnished or Government-owned) and all Work performed. Until the Work is accepted as completed, the SUBCONTRACTOR shall have the risk of loss for damage to, loss or destruction of the Work, and for such products. If, as determined by the BUYER, products and Work performed are not adequately protected by the SUBCONTRACTOR they may be protected by the BUYER and the cost incurred by the BUYER will be charged to or deducted from any payments due the SUBCONTRACTOR.

10.6 Protection of Existing Facilities

The existing facilities that are shown on the drawings, identified in the specifications, marked in the field, or the location of which are reasonably determinable by the SUBCONTRACTOR shall be protected from damage by the SUBCONTRACTOR and if damaged, shall be reported immediately to the BUYER's Procurement Representative and the BUYER's Technical Representative. Any required repairs shall then be made by the SUBCONTRACTOR, or by others, in a manner approved by the BUYER's Procurement Representative and BUYER's Technical Representative, at the SUBCONTRACTOR's expense.

The SUBCONTRACTOR shall protect from damage all existing improvements and utilities (1) at or near the Worksite and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the SUBCONTRACTOR. The SUBCONTRACTOR shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the Work. If the SUBCONTRACTOR fails or refuses to repair the damage promptly, the BUYER may have the necessary Work performed and charge the cost to the SUBCONTRACTOR.

When underground facilities which are not shown on the drawings, identified in the specifications, marked in the field, or the locations of which are not reasonably determinable by the SUBCONTRACTOR, are encountered by the SUBCONTRACTOR, Work at such locations shall be stopped immediately and the BUYER's Technical Representative notified. Work at such locations shall not continue until released by the BUYER's Technical Representative.

Any damage to existing facilities that are not shown on the drawings, identified in the specifications, marked in the field, or the locations of which are not reasonably determinable by the SUBCONTRACTOR in sufficient time to avoid damage shall be reported immediately to the BUYER's Procurement Representative and BUYER's Technical Representative. Work at such locations shall not continue until released by the BUYER's Technical Representative. Any required repairs shall be made by the SUBCONTRACTOR, or by others, in a manner approved by the BUYER's Procurement Representative and the BUYER's Technical Representative. If the repairs are made by the SUBCONTRACTOR, an equitable adjustment shall be made and the Subcontract shall be modified in writing accordingly. If other extra expense is incurred by the SUBCONTRACTOR due to the existence of facilities that are not shown on the drawings, identified in the specifications, marked in the field, or the locations of which are not reasonably determinable by the SUBCONTRACTOR at the time of estimating the cost/price, an equitable adjustment will be made and the Subcontract shall be modified in writing accordingly.

When excavation Work endangers the stability of known existing facilities, the SUBCONTRACTOR shall provide adequate shoring, bracing, and temporary guying to protect the facilities until backfilling is completed. This protection shall be the SUBCONTRACTOR's responsibility.



10.7 Hanford Site Stabilization Agreement

The Site Stabilization Agreement for all construction Work for the DOE at the Hanford Site consists of a Basic Agreement dated September 10, 1984, plus an Appendix A & B. The SUBCONTRACTOR shall be required to comply with the most current Site Stabilization Agreement, and as modified throughout performance of the Subcontract. The BUYER may from time to time provide notice to the SUBCONTRACTOR of any changes in wages, fringe benefits, and other employee compensation, as the Site Stabilization Agreement, including all current appendices thereto, may be modified by the parties thereto. The SUBCONTRACTOR shall not be entitled to any change in the Subcontract due to any such changes in wages, or fringe benefits or other employee compensation pursuant to modification of the Site Stabilization Agreement during the term of this Subcontract.

In the event of failure to comply with these provisions, or failure to perform any of the obligations imposed upon the SUBCONTRACTOR and its lower-tier Subcontractors, the BUYER may withhold any payments due to the SUBCONTRACTOR and may terminate the Subcontract for default.

ARTICLE 11.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

General Intent. This Subcontract is subject to the terms and conditions of the BUYER’s Prime Contract Number 89303318REM000012. The general intent of these provisions is to incorporate into the Subcontract all required Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) flow down clauses. To reference the cited FAR and DEAR flowdown clauses, the following web address is provided: <https://www.acquisition.gov/>

Substitution of the Parties. Wherever required to make any FAR, DEAR, or Prime Contract clause incorporated herein meaningful, the term “Contractor” shall be read “SUBCONTRACTOR,” the term “Contracting Officer” shall be read “BUYER’s Procurement Representative,” the term “Head of the Contracting Activity” shall be read “Head of the Procurement Activity” - and the term “Government” shall be read “BUYER.”

Specific Incorporated Clauses. Without in any way limiting the FAR, DEAR, or Prime Contract clauses to be incorporated herein, the following FAR and DEAR Contract Clauses are hereby specifically incorporated herein by reference with the same force and effect as if they were given in full text.

THE FOLLOWING CLAUSES APPLY TO CONSTRUCTION SUBCONTRACTS OVER \$2,000		
Clause Number	Title and Date	Additional Conditions of Applicability
FAR 52.222-6	Construction Wage Rate Requirements (Aug 2018)	
FAR 52.222-7	Withholding of Funds (May 2014)	
FAR 52.222-8	Payrolls and Basic Records (May 2014)	
FAR 52.222-9	Apprentices and Training (Jul 2005)	
FAR 52.222-10	Compliance With Copeland Act Requirements (Feb 1988)	
FAR 52.222-11	Subcontracts (Labor Standards) (May 2014)	

HANFORD LABORATORY MANAGEMENT AND INTEGRATION, LLC (HLMI)
SUPPLEMENTAL PROVISIONS -
CONSTRUCTION CONTRACTS
December 1, 2021, Revision 1



FAR 52.222-12	Contract Termination – Debarment (May 2014)	
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	
FAR 52.222-15	Certification of Eligibility (Feb 1988)	
FAR 52.222-16	Approval of Wage Rates (May 2014)	Applies only to Cost-Reimbursement Construction Subcontracts
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015)	Applies only to Construction Subcontracts that exceed \$10,000
FAR 52.222-30	Construction Wage Rate Requirements – Price Adjustments (None or Separately Specified Method (May 2014)	Applies only to Construction Subcontracts that include option provisions
FAR 52.232-27	Prompt Payment for Construction Services (Jan 2017)	
FAR 52.236-2	Differing Site Conditions (Apr 1984)	
FAR 52.236-3	Site Conditions and Conditions Affecting Work (Apr 1984)	
FAR 52.236-5	Material and Workmanship (Apr 1984)	
FAR 52.236-7	Permits and Responsibilities (Nov 1991)	
FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvement (Apr 1984)	
FAR 52.236-11	Use and Possession Prior to Completion (Apr 1984)	
FAR 52.236-12	Cleaning Up (Apr 1984)	
FAR 52.236-13	Accident Prevention (Apr 1991)	
FAR 52.236-14	Availability and Use of Utility Services (Apr 1984)	
FAR 52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984)	Applies only to Cost-Reimbursement Construction Subcontracts
FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	
FAR 52.236-21	Specifications and Drawings for Construction (Feb 1997)	
FAR 52.243-6	Change Order Accounting (Apr 1984)	
FAR 52.248-3	Value Engineering - Construction (Oct 2020)	

