



SPECIAL PROVISIONS - CONSTRUCTION SUBCONTRACTS

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1.0 DEFINITIONS

- A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:
1. “ES&H” shall mean environment, safety, and health, including pollution prevention, waste minimization, occupational radiation protection, industrial hygiene, fire protection, and nuclear safety.
 2. “Employee” shall mean both Subcontractor and its lower-tier subcontractor employees.
 3. “Work” shall mean supplies, services, designs, and vendor data provided by the Subcontractor and its lower-tier subcontractors and all work performed pursuant to this Subcontract.
 4. “Radiological Work” shall mean any work performed on-site that requires the handling of radioactive material or which requires access to Radiation Areas, High Radiation Areas, Very High Radiation Areas, Contamination Areas, High Contamination Areas, or Airborne Radioactivity Areas. No work is to begin on site until all requirements identified as required prior to the start of work or prior to mobilization are met (e.g., as specified by the several sections of these Special Provisions or in the Statement of Work), unless specifically authorized in writing by the Contract Specialist or Buyer’s Technical Representative (BTR).
 5. “Site” or “On-Site” shall mean the following: all Government owned facilities and/or Buyer operated facilities paid with Government funds (regardless of whether DOE badges are required or not), located in Richland, Washington, Hanford, Washington, and within Benton County, Washington.

2.0 GENERAL

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. These Special Provisions apply to all companies and personnel assigned to work on the Hanford site in performance of this Hanford Mission Integration Solutions (HMIS) Subcontract. All of these provisions including requirements identified in



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the SOW must be flowed down appropriately to all lower-tier subcontractors and assigned personnel.

- C. Buyer reserves the right to refuse or withdraw access to the Buyer's facilities or Hanford site by any person(s) at any time for violation of these provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or misappropriation of Department of Energy (DOE) owned facilities, equipment or resources.
- D. Ensure that all activities appropriately protect the human health and safety, environment, cultural resources, treaty rights, reserved treaty, and other legal rights of the federally recognized American Indian Tribes at the Hanford Site. If you have any questions in this regard, contact the cognizant BTR.
- E. Please note that some of the following contract clauses have been pulled from the prime contract between HMIS and the DOE. The clauses have been amended (both procedurally and substantively in many instances) for inclusion into your Subcontract. Please read and review accordingly.

3.0 PAYMENTS

3.1 Bonds

- A. Subcontractor shall within ten (10) calendar days after Subcontract award and prior to commencing work or entering the Jobsite, furnish to Buyer payment and performance bonds, each in an amount equal to 100% of the Subcontract price. The bonds shall be written on forms satisfactory to Buyer. Subcontractor's sureties shall be only those approved by the Department of Treasury, as indicated in Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." Subcontractor is responsible for paying their own bonds.
- B. Should the period of performance of this Subcontract extend over more than one year, Subcontractor must provide a new bond to cover the work performed in the next fiscal year, no later than 30 calendar days before the beginning of each new fiscal year, which bond must be equal to the estimated amount of funding allotted to the subcontract for the new fiscal year plus 20%. Failure to provide this new bond at least 30 calendar days before the beginning of the new fiscal year may be considered as a cause for partial termination for default.

3.2 Liens

- A. To the full extent permitted by applicable law, Subcontractor hereby waives and releases any and all rights of material men or mechanics' liens



and similar rights for payment for services, labor, equipment, or materials furnished by Subcontractor in performance of the work and granted by law to persons supplying materials, equipment, services and other things of value to approve or modify land or structures hereon, which Subcontractor may have against the Government's premises, property belonging to Buyer or the Government, or to either of them, or funds payable by the Government to Buyer.

- B. Subcontractor shall at all times promptly pay for all services, materials, equipment and labor used or furnished by Subcontractor in the performance of the work under this Subcontract and shall, to the fullest extent allowed by law, at its expense keep the Government's premises and all property belonging to Buyer and the Government, or to either of them, free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by Subcontractor or its employees, materialmen or Subcontractors in the performance of the work. If Subcontractor fails to release and discharge any lien or threatened lien against the Government's premises or the property of Buyer and the Government, or of either of them, arising out of performance of the work within five (5) working days after receipt of written notice from Buyer to remove such claim of lien or otherwise deal with the lien claimant, and Subcontractor shall pay Buyer any and all costs and expenses of Buyer in so doing, including reasonable attorney's fees incurred by Buyer.
- C. Failure to comply with the foregoing requirements shall constitute grounds for termination of this Subcontract in accordance with the Subcontract Terms entitled, Termination for Default.

3.3 Taxes

- A. The Subcontract price includes all taxes, duties, and fees. The Subcontractor shall not be reimbursed for personal property taxes on construction equipment and other property owned by the Subcontractor, nor on taxes on net income of the Subcontractor.
- B. The Subcontractor shall pay when due, and the Subcontract price shall include, all taxes, duties, fees, and other assessments of whatever nature imposed by government

4.0 GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS

- A. **Orientation.** Prior to entry by the Subcontractor onto the Worksite, the Subcontractor's supervisory employees shall attend a general orientation (to be conducted by the Buyer) to acquaint themselves with the working conditions and



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requirements to be imposed at the Worksite. It shall be the responsibility of the Subcontractor to orient all its other employees, its lower-tier Subcontractors and their employees, as to such working conditions and requirements.

- B. **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, giving full details of the method of equipment operations. Authorization from the Buyer 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.
- C. **Oversize/overweight.** Shippers shall require vehicle operators to obtain a permit when the vehicle or non-reducible load exceeds the following dimensions and or weight:

Table 1. LEGAL DIMENSIONS

Width	8 feet, 6 inches
Height	14 feet
Length	With or Without Load
Single Unit	40 Feet
Single Trailers	53 Feet
Combination: Truck and Trailer	75 Feet
Combination: Two Trailers	61 Feet
Legal Weights	Single Axle: 20,000 Pounds
Legal Weights	Tandem Axles: 34,000 Pounds
Steering Axles	Tire Size x 600 Pounds per Inch of Width

1. Permits for overweight loads may be obtained for a higher gross weight if the load concentration upon the road surface does not exceed 600 pounds per inch width of tire, 22,000 pounds on a single axle or 43,000 pounds on tandem axles.
2. Movement of any oversize or overweight load within the Hanford Site boundaries shall be in accordance with the Washington Administrative Code (WAC) and Revised Code of Washington (RCW).
3. Oversize/overweight Load Permits shall be obtained by calling 376-6654 or 376-7902 before transporting oversize or overweight loads on Hanford Site roads.
4. If oversize or overweight loads are transported off the Hanford Site over state or county roads, an oversize load permit must be obtained from the Washington State Department of Transportation (fees apply).
5. Weather permitting, Hanford Site over dimensional load movement is restricted Monday through Friday to the hours of 8:30 a.m. through 3:00 p.m., with other days and times as stated in the permit.
6. Signs. Oversize load signs (at least 7 feet long and 18 inches high with black lettering at least 10 inches high in 1.41-inch brush stroke on yellow background) will be mounted on the front of the towing vehicle and on the rear of the load or trailing unit. Such signs are to be displayed only when the unit is in transit and must be removed or retracted at all other times. Signs are not required on loads that are overweight only.
7. Flags. All flags shall be clean, bright red flags at least 12 inches square. They shall be displayed so as to wave freely on all four corners of over width objects and at the extreme ends of all protrusions, projections, or overhangs.
8. Escort car requirements. When vehicle, vehicles, or load is over 11 feet in width, escort cars (both front and rear) are required on a two-lane highway.
9. Escort car requirements: When vehicle, vehicles, or load is over 14 feet wide, one escort car in the rear is required on multiple-lane highway.



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10. Escort car requirements: When vehicle, vehicles or load is over 20 feet wide, escort cars in both front and rear are required when the highway is a multiple-lane, undivided highway.
11. Escort car requirements: When overall length of load, including vehicles, exceeds 100 feet or when rear overhang of load measured from the last axle exceeds one-third of the total length, one escort car is required on two-lane highways. The permit may authorize a riding flag person in lieu of an escort car.
12. Escort car requirements: If required by Site Transportation, escort cars shall be used when they are necessary to protect the traveling public.
13. Escort car requirements: Communication. Both towing unit and escort vehicles shall have two-way radio capabilities, adequate to provide communications between drivers at all times during which the oversize unit is in motion.
14. Escort car requirements: If required by Site Transportation, escort cars shall be used when they are necessary to protect the traveling public.
15. Prior to travel, for vehicles more than 14 feet high, a route with safe overhead clearances must be selected and reviewed with the driver. Routing and schedules shall be coordinated with Utility Operations (373-2077 or 373-2352) and Tri-City Railroad Operations (371-8313).
16. Road closures require advising Hanford Patrol 373-3800, Fire Department 373-2745, and the Benton County Sheriff's office (376-1022 or email: Benton_County_Sheriffs_Office@ri.gov)
17. Rubber-tired heavy equipment with road capability traveling on highways must be equipped with "SLOW MOVING VEHICLE" signs on the rear. Buckets, fork heels, etc., shall be kept as low as possible; if they extend more than 3 feet ahead of the vehicle, they shall be flagged for daylight use and marked with yellow lights in darkness. Tracked units, i.e., bulldozers, are not to be operated on paved roads except for approved crossings.
18. Special permits do not authorize the operation of any vehicle without having the load securely fastened and protected against shifting or falling in accordance with the Code of Federal



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Regulation, Title 49, part 393.100, RCW 46.61.655, WAC 468-38-200.

- D. **Explosives.** The use of explosives requires express written authorization from the Buyer.
- E. **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 Worksite on rubber-tired trailers. Upon completion of the Work, the equipment shall be promptly removed from the Worksite.
- F. **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 Worksite 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.
- G. **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.
- H. **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 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 prior to any utility system outage. Prior approval must be obtained for connection to and use of existing fire hydrants.
- I. **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 Worksite as directed in the field by the Buyer.



J. **Special Excavation Requirements.**

1. As part of the excavation work planning and execution process, the Subcontractor together with the BTR shall perform a job hazard analysis and submit to the Buyer for approval. An excavation permit is required for any mechanical digging or hand digging to a depth greater than 12 inches (304.8 mm). The Buyer (BTR) will provide an approved permit to the Subcontractor prior to the Subcontractor initiating the excavation. Where required, the Subcontractor shall provide cribbing or shoring for excavation to prevent undermining or movement of any load bearing concrete slabs or footings and shall comply with 29 CFR 1926, Subpart P, Excavations (OSHA), and WISHA regulations.
2. For any excavation, including those less than 12 inches deep, the Subcontractor shall notify the Buyer (BTR) prior to the Subcontractor performing excavation to allow time for Buyer to perform sub-surface scanning and/or evaluate soil contamination (radiological or hazardous materials), if required.
3. In the event any underground pipe line, 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.
4. Except as otherwise specified, protection (and restoration) of existing facilities shall be as specified in Section 7.0. All underground piping, conduits, ducts, and other utilities shall be safely shored, braced, and/or guyed as specified in the above referenced section.

- K. **Fire Protection Outages.** Work which 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 Buyer at least five (5) working days before starting work which will require a system outage. Notification shall identify portions of the system which 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)



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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.

L. Rail Shipments.

1. Rail shipments to the Hanford Site must be authorized advance. Contact HMIS Traffic at least three days prior to a rail car coming onto the Hanford Site (376-7164) to arrange for security inspections and clearances.
2. Right of Way. Any construction activity within 25 feet of the centerline of railroad tracks extending to 100 feet in some areas must be coordinated with the Buyer's Railroad Operations. (Tri-City Railroad).

5.0 WORK AND OPERATIONS AT THE WORKSITE REQUIRING SPECIFIC APPROVAL

- A. Working Hours. The Subcontractor shall not perform work at the Worksite on other than regular day shift, as set out in the Specifications, unless it has given prior written notification to the Buyer and has received approval in advance.
- B. The Subcontractor shall give the Buyer 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 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 advance approval is required any time work is to be performed at other than normal shift periods.
- C. Moving of equipment. The Subcontractor shall notify the Buyer at least two (2) working days prior to the date it proposes to move any heavy equipment into or from the Worksite and shall not move any such equipment in or from the Worksite until receipt of written approval from the Buyer.
- D. 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 at least fourteen (14) working days prior to the desired tie-in date and shall not tie-in until receipt of the Buyer's approval.
- E. After acceptance but prior to final energization, the Buyer will perform certain necessary testing, not included in this Subcontract, of new service equipment and



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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.

6.0 RECEIPT OF SUBCONTRACTOR'S SUPPLIES AND/OR EQUIPMENT AT SITE

- A. 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 Worksite.
- B. 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. 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. Any deviation from this requirement will result in backcharge to the Subcontractor for any costs incurred by the Buyer.

7.0 PROTECTION OF PRODUCTS AND WORK

- A. 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.
- B. Until the Work is accepted as completed, Subcontractor shall have the risk of loss for damage to, loss or destruction of the Work, and for such products.
- C. 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 charged to or deducted from any payments due the Subcontractor.

8.0 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

The Hanford Site Stabilization Agreement (HSSA) for all construction work for DOE at the Hanford Site, which is referenced in this Clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A, both of which may be periodically amended. The HSSA is hereby incorporated into this Contract by reference. The Subcontractor is responsible for obtaining the most current text from DOE.

- A. This Clause applies to employees performing work under Contracts (or subcontracts) administered by DOE, which are subject to the Construction Wage Rate Requirements statute (formerly known as and referred to in this Clause as the Davis-Bacon Act), in the classifications set forth in the HSSA for work performed at the Hanford Site.



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- B. Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a local union having jurisdiction over DOE construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory
- C. Contractor or subcontractor shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A. Contractors and subcontractors at all tiers, who are not signatory to the HSSA and who are not required under paragraph (b) above to become signatory to the HSSA, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto, and shall adhere, except as otherwise directed by the CO, to the following provisions of the Agreement:
- i. Article VII Employment (Section 2 only);
 - ii. Article XII Non-Signatory Contractor Requirements;
 - iii. Article XIII Hours of Work, Shifts, and Overtime;
 - iv. Article XIV Holidays;
 - v. Article XV Wage Scales and Fringe Benefits (Sections 1 and 2 only);
 - vi. Article XVII Payment of Wages-Checking In and Out (Section 3 only);
 - vii. Article XX General Working Conditions; and
 - viii. Article XXI Safety and Health.
- D. The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with prior approval of the CO.
- E. The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the *Davis-Bacon Act* contained in the Act of July 2, 1964 (Public Law 88-349-78 Statutes 238-239), and U.S. Department of Labor regulations in implementation thereof (29 CFR, Labor, Parts 1, *Procedures for Predetermination of Wage Rates*, and 5, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*).



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- F. The CO may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.
- G. In the event of failure to comply with paragraphs (c), (d), (e), (f), and (g), or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the CO may withhold any payments due to the Contractor and may terminate the Contract for default.
- H. The rights and remedies of the Government provided in this Clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- I. The requirements of this Clause are in addition to, and shall not relieve the Contractor of, any obligation imposed by other Clauses of this Contract, including Section I Clauses, FAR 52.222-4, *Contract Work Hours and Safety Standards – Overtime Compensation*; FAR 52.222-6, *Construction Wage Rate Requirements* (formerly known as the Davis-Bacon Act); FAR 52.222-7, *Withholding of Funds*; FAR 52.222-8, *Payrolls and Basic Records*; FAR 52.222-10, *Compliance with Copeland Act Requirements*; and FAR 52.222-12, *Contract Termination – Debarment*.
- J. The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Clause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c), (d), (e), (f), and (g) hereof. The Contractor agrees to make these records available for inspection by the CO and will permit him/her to interview employees during working hours on the job.
- K. The Contractor agrees to insert the provisions of this Clause, including this paragraph (K), in all subcontracts for the performance of work subject to the Davis-Bacon Act.
- L. A copy of the Hanford Site Stabilization Agreement is located at:
<http://www.hanfordvitplant.com/hanford-site-stabilization-agreement>



9.0 DOE-H-2028 LABOR RELATIONS (OCT, 2014) (REVISED)

- A. The Subcontractor shall respect the right of employees to be free from discrimination in the workplace, including, but not limited to, discrimination within the meaning of the Age Discrimination in Employment Act of 1967, as amended, and to organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities, consistent with applicable laws.
- B. Consistent with applicable labor laws and regulations, the subcontractor shall recognize and bargain in good faith with the collective bargaining representative(s) of employees performing work that has previously been performed by represented employees and is covered by the scope of this subcontract.
- C. The Subcontractor shall submit its economic bargaining parameters for which Buyer reimburses costs to, and obtain the approval of, Buyer regarding allowability of the costs, and compliance with the terms and conditions of the Subcontract, including those for pension and medical benefit costs, prior to the Subcontractor entering into the collective bargaining process. During the collective bargaining negotiations, the Subcontractor shall notify, and obtain the approval of, the Buyer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest as are identified by the Buyer. The approval of the economic bargaining parameters by the Buyer under this paragraph does not waive any other terms and conditions of the Subcontract.
- D. Subcontractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1, Basic Labor Policies, DEAR Subpart 970.2201-1, Labor Relations, and all applicable Federal and state labor relations laws.
- E. Subcontractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Subcontract contain provisions designed to assure no disruption in services during the performance of the Subcontract. All such agreements entered into during the Subcontract period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or



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application of the agreement will be settled without resorting to strike, lockout, or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Subcontractor shall include the substance of this subparagraph (E) in any lower-tier subcontracts.

- F. Subcontractor shall immediately notify the Buyer or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Buyer.
- G. The Subcontractor shall immediately notify the Buyer or designee of any planned or actual strike or work stoppage involving its employees or employees of a lower-tier subcontractor.
- H. The Subcontractor shall provide the Buyer or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- I. Subcontractor agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Subcontractor's failure to comply with this provision.

10.0 WORKERS COMPENSATION

- A. Subcontractors will be required to provide workers' compensation in accordance with the statutes of the State of Washington (Title 51, *Revised Code of Washington*) for performance of work under this Subcontract, including work performed by lower-tier subcontractors.
- B. Subcontractor shall be responsible for making all payments and submitting all reports required by Title 51, Section 51.32.073, and *Revised Code of Washington*.

11.0 DOE-H-2006 DEFENSE NUCLEAR FACILITY SAFETY BOARD (OCT, 2014)

- A. The Subcontractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB.
- B. The Subcontractor shall support preparation of DOE and Buyer responses to DNFSB issues and recommendations which affect or can affect Subcontract work. Based on the Buyer's direction, the Subcontractor shall fully cooperate with the



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DNFSB and provide access to such work areas, personnel, and information as necessary.

- C. The Subcontractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Subcontractor shall be accountable for ensuring that lower-tier subcontractors adhere to these requirements.

12.0 SECURITY EMERGENCY CLAUSE

- A. During declared security events, DOE-RL may assume direct command and control of the Hanford Patrol.
- B. The Chief of the Hanford Patrol shall report directly to the DOE-RL Director of Security, Emergency Services, and Information Management or his designee once DOE-RL has assumed command.
- C. Additionally, during a declared security event, the DOE-RL Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.
- D. Subcontractor shall include this Clause in lower-tier subcontracts at any tier for work performed at the Hanford Site.

13.0 SERVICES AND RECORDS

13.1 Radiological Site

- A. The Subcontractor shall obtain Radiological Site Services (RSS) for all subcontractor and lower-tier subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), and biological, and/or similar hazards.
- B. The Subcontractor shall identify required RSS as required by the Section C PWS and Section J Attachment entitled, *Government-Furnished Services and Information (GFS/I)*, respectively.
- C. RSS are obtained as specified in Section J, Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. RSS includes external dosimetry, internal dosimetry services, radiological instrumentation program, and radiological records services. The Section I Clauses DEAR 952.223-75, *Preservation of Individual Occupational Radiation Exposure Records*, and DEAR 970.5204-3, *Access to and Ownership of Records*, are implemented as follows with respect to radiological records: Radiological exposure records generated during the performance of Hanford-related activities will be maintained by the designated provider of this service listed in Section J, Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*, and are the property of DOE.



13.2 Occupational Medical Services and Records (H.65)

- A. The Subcontractor shall obtain Occupational Medical Services for all subcontractor and lower-tier subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), and biological, and/or similar hazards.
- B. The Subcontractor shall identify required Occupational Medical Services as required by the Section C PWS and Section J Attachment entitled, *Government-Furnished Services and Information (GFS/I)*, respectively.
- C. Occupational Medical Services for employees performing work under this Contract are provided by the Hanford Site occupational medical services contractor as specified in Section J, Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. The Section I Clause DEAR 970.5204-3, *Access to and Ownership of Records*, is implemented as follows with respect to occupational medical records. Occupational medical records generated during the performance of Hanford-related activities shall be maintained by the Hanford Site occupational medical services provider and are the property of DOE.

14.0 HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

- A. Nuclear Safety. The Contractor shall establish a protocol with each Hanford Site contractor identified in Section J, Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*; this protocol shall establish the basis to perform contract work scope within a nuclear facility, or perform work scope that affects the safety basis of a nuclear facility, that is operated by the Hanford Site contractor who has responsibility for the nuclear facility.
- B. The Subcontractor agrees to comply in performing work under its Subcontract with all facility safety authorization basis and nuclear safety requirements protocols that are established by the Hanford Site Contractor responsible for the nuclear facility. Subcontractor further agrees to flow-down all applicable protocols to its lower-tier subcontractors.

15.0 52.245-9 USE AND CHARGES (APR, 2012)

(a) Definitions. Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set



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up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Subcontractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Subcontractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Subcontractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Subcontractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge—



(1) Real property and associated fixtures.

(i) The Subcontractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Subcontractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Subcontractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Subcontractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Subcontractor desires the continued use of property for nongovernmental use. The Subcontractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Subcontractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.



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(3) Alternative methodology. The Subcontractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Subcontractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

16.0 52.246-26 REPORTING NONCONFORMING ITEMS (JUN, 2020)

(a) Definitions. As used in this clause—

“Common item” means an item that has multiple applications versus a single or peculiar application.



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“Counterfeit item” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Critical item” means an item, the failure of which is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the item; or is likely to prevent performance of a vital agency mission.

“Critical nonconformance” means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.

“Design activity” means an organization, Government, or contractor that has responsibility for the design and configuration of an item, including the preparation or maintenance of design documents. Design activity could be the original organization, or an organization to which design responsibility has been transferred.

“Major nonconformance” means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

“Suspect counterfeit item” means an item for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic.

(b) The Subcontractor shall—

(1) Screen Government–Industry Data Exchange Program (GIDEP) reports, available at www.gidep.org, as a part of the Subcontractor's inspection system or program for the control of quality, to avoid the use and delivery of counterfeit or suspect counterfeit items or delivery of items that contain a major or critical nonconformance. This requirement does not apply if the Subcontractor is a



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foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;

(2) Provide written notification to the Contracting Officer/Buyer within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller, customer, third party) that any end item, component, subassembly, part, or material contained in supplies purchased by the Subcontractor for delivery to, or for, the Government is counterfeit or suspect counterfeit;

(3) Retain counterfeit or suspect counterfeit items in its possession at the time of discovery until disposition instructions have been provided by the Contracting Officer/Buyer; and

(4) Except as provided in paragraph (c) of this clause, submit a report to GIDEP at www.gidep.org within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller, customer, third party) that an item purchased by the Subcontractor for delivery to, or for, the Government is—

(i) A counterfeit or suspect counterfeit item; or

(ii) A common item that has a major or critical nonconformance.

(c) The Subcontractor shall not submit a report as required by paragraph (b)(4) of this clause, if—

(1) The Subcontractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;

(2) The Subcontractor is aware that the counterfeit, suspect counterfeit, or nonconforming item is the subject of an on-going criminal investigation, unless the report is approved by the cognizant law-enforcement agency; or

(3) For nonconforming items other than counterfeit or suspect counterfeit items, it can be confirmed that the organization where the defect was generated (e.g., original component manufacturer, original equipment manufacturer, aftermarket manufacturer, or distributor that alters item properties or configuration) has not released the item to more than one customer.



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(d) Reports submitted in accordance with paragraph (b)(4) of this clause shall not include—

- (1)** Trade secrets or confidential commercial or financial information protected under the Trade Secrets Act (18 U.S.C. 1905); or
- (2)** Any other information prohibited from disclosure by statute or regulation.

(e) Additional guidance on the use of GIDEP is provided at <http://www.gidep.org/about/opmanual/opmanual.htm>.

(f) If this is a contract with the Department of Defense, as provided in paragraph (c)(5) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub.L. 112–81), the Contractor or subcontractor that provides a written report or notification under this clause that the end item, component, part, or material contained electronic parts (i.e., an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly)) that are counterfeit electronic parts or suspect counterfeit electronic parts shall not be subject to civil liability on the basis of such reporting, provided that the Contractor or any subcontractor made a reasonable effort to determine that the report was factual.

(g) Subcontracts.

(1) Except as provided in paragraph (g)(2) of this clause, the Subcontractor shall insert this clause, including this paragraph (g), in subcontracts that are for—

(i) Items subject to higher-level quality standards in accordance with the clause at FAR 52.246–11, Higher-Level Contract Quality Requirement;

(ii) Items that the Subcontractor determines to be critical items for which use of the clause is appropriate;

(iii) Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of this clause, if the subcontract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and this contract is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub.L. 112–81)); or



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(iv) For the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of this clause.

(2) The Subcontractor shall not insert the clause in subcontracts for—

(i) Commercial items; or

(ii) Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.

(3) The Subcontractor shall not alter the clause other than to identify the appropriate parties.

17.0 52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT, 2015)

(a) General. The Subcontractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Subcontractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. “Collateral costs”, as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

“Collateral savings”, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

“Subcontractor's development and implementation costs”, as used in this clause, means those costs the Subcontractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Subcontractor incurs to make the contractual changes required by Government/Buyer acceptance of a VECP.

“Government costs”, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.



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“Instant contract savings”, as used in this clause, means the estimated reduction in Subcontractor cost of performance resulting from acceptance of the VECP, minus allowable Subcontractor’s development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

“Value engineering change proposal (VECP)” means a proposal that—

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change—

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Subcontractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.



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(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Subcontractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer/Buyer.

(e) Government action.

(1) The Contracting Officer/Buyer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer/Buyer will notify the Subcontractor in writing, explaining the reasons for rejection. The Subcontractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer/Buyer may require that the Subcontractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's/Buyer's award of a modification to this contract citing this clause. The Contracting Officer/Buyer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Subcontractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Subcontractor shall perform in



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accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer/Buyer.

(f) Sharing—

(1) Rates. The Government's/Buyer's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Subcontractor for use of a VECP on this contract shall be authorized by a modification to this contract to—

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Subcontractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer/Buyer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government/Buyer costs not previously offset. However, the Subcontractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer/Buyer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Subcontractor shall include an appropriate value engineering clause in any subcontract of \$70,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Subcontractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Subcontractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.



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(i) Data. The Subcontractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

“These data, furnished under the Value Engineering—Construction clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.”

If a VECP is accepted, the Subcontractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms unlimited rights and limited rights are defined in part 27 of the Federal Acquisition Regulation.)

18.0 952.223-71 INTEGRATION OF ESH INTO WORK PLANNING/EXECUTION

952.223-71 Integration of Environment, Safety, and Health into Work Planning and Execution (July, 2009)

As prescribed in 923.7002 the clause set forth at 48 CFR 970.5223–1 shall be included in all contracts and subcontracts for, and be made applicable to, work to be performed at a government-owned or leased facility where DOE has elected to assert its statutory authority to establish and enforce occupational safety and health standards applicable to the work conditions of contractor and subcontractor employees, and to the protection of the public health and safety

19.0 952.223-75 PRESERVATION EXPOSURE RECORDS (APR, 1984)

952.223-75 Preservation of Individual Occupational Radiation Exposure Records (Apr, 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be generated and maintained by the subcontractor in accordance with 36 CFR Chapter XII, Subchapter B, “Records Management,” the National Archives and Records Administration (NARA)-approved DOE Records



Disposition Schedules, and shall be operated as a DOE Privacy Act system of records, in accordance with the Privacy Act.

20.0 SITE CONDITIONS AND INVESTIGATION

Subcontractor shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including, but not limited to, the following:

- (a) Transportation, access, disposal, and handling and storage of materials.
- (b) Availability and quality of labor, water, electric power, and road conditions.
- (c) Climatic conditions, tides, and seasons.
- (d) River hydrology and river stages.
- (e) Physical conditions at the Jobsite and the project area as a whole.
- (f) Topography and ground surface conditions.
- (g) Equipment and facilities needed preliminary to and during the performance of the Work.
- (h) Radiological conditions of surface or subsurface.

The failure of Subcontractor to acquaint itself with any applicable conditions will not relieve Subcontractor of the responsibility for properly estimating either the difficulties or the cost of successfully performing Subcontractor's obligations under this Subcontract.

Where Buyer or Owner (Government) has made investigations of subsurface conditions in areas where Work is to be performed under this Subcontract, such investigations are made by Buyer and Government for the purpose of study and design. If the records of such investigation are included in the Subcontract Documents, the interpretation of such records shall be the sole responsibility of Subcontractor. Neither Buyer nor Government assumes any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth; and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such proportions different from those indicated may not be encountered.

21.0 DIFFERING SITE CONDITIONS

The Hanford Site was used for nuclear work related to the production of weapons for the defense of the country. Unidentified sources of radioactive material exist in Hanford Site soil. Subcontractor shall promptly notify Buyer, in writing, before proceeding with



any Work that Subcontractor believes constitutes a differing site condition with respect to:

- (a) Subsurface or latent physical conditions at the Jobsite differing materially from those indicated in this Subcontract, or
- (b) Previously unknown physical conditions at the Jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Subcontract.

Buyer will, as promptly as practicable, investigate such conditions and make a determination. If Buyer determines that such conditions do materially so differ and cause an increase or decrease in Subcontractor's cost of or the time required for performance of the Work under the Subcontract, an adjustment will be made and the Subcontract modified, in writing, accordingly. No claim of Subcontractor under this clause will be allowed unless Subcontractor has given the required notice.

22.0 CLAUSES INCORPORATED BY REFERENCE

A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer. If there is a conflict between a clause referenced in Subsection D below, as amended in accordance with Subsections B and C below, and the terms and conditions found elsewhere in this Subcontract, the clause referenced in the Subsection E table below, as amended, shall take precedence.

B. Wherever necessary to suitably identify Buyer and Subcontractor, affect the proper intent of the clause, and make the context of the clause applicable to this Subcontract, unless otherwise indicated in the Subsection E table below,

1. "Contractor" shall mean "Subcontractor";
2. "Contract" shall mean this Subcontract;
3. "Subcontractor" shall refer to Subcontractor's lower-tier subcontractors;
4. "Government," "Contracting Officer," and equivalent phrases shall mean "Buyer," and "Buyer's contract administrator," as applicable, except (1) in the phrases "Government Property," "Government-Owned Equipment," "Government facilities," "Government information," and similar phrases; (2) 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, (3) when access to proprietary financial information or other



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proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below or modified by provisions of Section H of this Subcontract;

5. "Disputes" shall mean "Claims," and any reference to "disputes" provisions or procedures shall mean the claims provisions and procedures specified in this Subcontract, except where necessary to preserve the rights of the United States Government;

C. Notwithstanding the foregoing, nothing herein shall be construed to mean that Buyer may modify or limit any rights the United States Government may have as set forth in the FAR and DEAR clauses below. Nor shall anything herein be construed to provide Subcontractor or Buyer with rights that only the United States Government has the authority to grant or perform.

D. The text of the FAR/DEAR clauses may be obtained from Buyer upon request. Also, the full text of a clause may be accessed electronically at these addresses:

1. <https://www.acquisition.gov/?q=browsefar>
2. <http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation> Referenced Clauses

E. Table of Clauses Incorporated by Reference

FAR/DEAR REFERENCE	CLAUSE TITLE	NOTE
The below clauses apply to all subcontracts regardless of the dollar threshold.		
FAR 52.236-5	Material and Workmanship (APR 1984)	None
FAR 52.236-7	Permits and Responsibilities (NOV 1991)	None
FAR 52.236-19	Organization and Direction of the Work (APR 1984)	None
The below clauses apply to all subcontracts exceeding \$2,000.00		
FAR 52.222-6	Davis-Bacon Act (MAY 2014)	None
FAR 52.222-7	Withholding of Funds (MAY 2014)	None
FAR 52.222-8	Payrolls and Basic Records (AUG 2018)	None



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FAR 52.222-9	Apprentices and Trainees (JUL 2005)	None
FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)	None
FAR 52.222-11	Subcontracts - Labor Standards (MAY 2014)	None
FAR 52.222-12	Contract Termination – Debarment (MAY 2014)	None
FAR 52.222-13	Compliance with Davis-Bacon and Regulated Act Regulations (MAY 2014)	None
FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	None
FAR 52.222-15	Certification of Eligibility (MAY 2014)	None
FAR 52.225-9	Buy American – Construction Materials (MAY 2014)	None
The below clauses apply to all subcontracts exceeding \$10,000.00		
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)	None
The below clauses apply to all subcontracts exceeding \$7,864,000.00		
FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (OCT 2019)	None