

Contract No. DE-AC06-97RL13184, Modification M001

PART I - THE SCHEDULE
SECTION H: SPECIAL CONTRACT REQUIREMENTS

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PART I - THE SCHEDULE
SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEFINITIONS

- a. **COMMERCIAL PRACTICES:** Includes all applicable Federal and State Fire, Environmental, Safety, and Health statutes, regulations, codes, standards, and requirements. The list shall include but is not limited to the following:
- (1) American Society of Mechanical Engineers (ASME)
 - (2) National Fire Protection Association (NFPA)
 - 30 Flammable and Combustible Liquids Code
 - 31 Oil-Burning Equipment
 - 54 Nations Fuel Code
 - 58 Storage and Handling of Liquid Petroleum Gas
 - 70 National Electric Code (NEC)
 - 80A Protection of buildings from exterior fire exposures
 - 90A Installation of air conditioning and ventilating systems
 - 241 Safeguarding Construction, Alteration, and Demolition Operations
 - 1141 Planned Building Groups
 - 8501 Single Burner Boiler Operation
 - 8502 Prevention of Furnace Explosions/Implosions in Multiple Burner Boiler Furnaces
 - (3) National Electrical Code (NEC)
 - (4) National Electric Safety Code (NESC)
 - (5) American National Standards Institute (ANSI)
 - (6) Revised Code of Washington (RCW)
 - (7) Washington Administrative Code (WAC)
 - (8) 10 CFR 435 Federal Energy Measurement and Planning Programs
 - (8) 54 CFR 3909 OSHA's Safety and Health Program Management Guidelines
 - (9) WHC/ICF KH Safety Pamphlet - "Condensate Induced Water Hammer"
 - (10) Resource Conservation and Recovery Act (RCRA)
 - (11) Toxic Substances Control Act (TSCA)
- b. **CONTRACTOR LEASED SITE:** The area within the boundaries of a site leased from DOE as lessor to Contractor as lessee pursuant to Section H.4.
- c. **HANFORD PRACTICES:** The Contractor shall comply with all applicable Federal, and State regulations and requirements (including reporting)

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relating to Fire, Environmental, Health, and Safety as applicable to the Hanford Site. If there is a contradiction between regulations or requirements, the Contractor shall notify the Contracting Officer (CO) or Contracting Officer Designee (COD) for clarification.

The regulations and requirements include (applicable either in whole or in part), but are not limited to, the following:

1. American Society of Mechanical Engineers (ASME)
2. National Fire Protection Association (NFPA)
 - 30 Flammable and Combustible Liquids Code
 - 31 Oil-Burning Equipment
 - 54 Nations Fuel Code
 - 58 Storage and Handling of Liquid Petroleum Gas
 - 70 National Electric Code (NEC)
 - 80A Protection of buildings from exterior fire exposures
 - 90A Installation of air conditioning and ventilating systems
 - 241 Safeguarding Construction, Alteration, and Demolition Operations
 - 1141 Planned Building Groups
 - 8501 Single Burner Boiler Operation
 - 8502 Prevention of Furnace Explosions/Implosions in Multiple Burner Boiler Furnaces
3. Revised Code of Washington (RCW)
4. Washington Administrative Code (WAC)
5. Contractor Environmental Safety and Health Program or equal approved by DOE.
6. Occupational Safety and Health Standards (OSHA)
7. National Electric Code (NEC)
8. National Electric Safety Code (NESC)
9. American National Standards Institute (ANSI)
10. Washington State Industrial Safety and Health Act (WISHA)
11. Benton County Clean Air Authority/DOE Agreement Relating to the Removal of Asbestos Materials
12. DOE Order 440.1--Work Protection Management for DOE Federal and Contractor Employees
- ✕ 13. DOE Order 5480.1B--Environment, Safety, and Health Program for DOE Operations
14. DOE Order 5480.19--Conduct of Operations Requirements for DOE

Facilities (Contractor assessment of applicability must be approved by DOE's CO and Site Infrastructure Division)

15. DOE Order 5480.11--Radiation Protection for Occupational Workers
 16. DOE Order 5480.21--Unreviewed Safety Questions
 17. DOE Order 5480.22--Technical Safety Requirements
 18. DOE Order 5480.7A--Fire Protection
 19. DOE Order 5484.1--Environmental Protection, Safety, and Health Protection
 20. DOE Order 5700.6C--Quality Assurance for Non-Nuclear Facilities
 21. RLID 5480.7--Fire Protection
 22. DOE Order 231.1--Environment, Safety, and Health Reporting
 23. DOE Order 231.1--Environment, Safety, and Health Reporting Manual
 24. WHC/ICF Kaiser Safety Pamphlet-"Condensate Induced Water Hammer"
 25. The latest edition of DOE's spill prevention control and countermeasures plan.
- d. **HANFORD SITE:** The area within the Hanford reservation (approximately five hundred sixty square miles in Southeast Washington State) boundaries. The Contractor Leased Sites are included as part of the Hanford Site.
- e. **JOB SAFETY ANALYSIS/JOB HAZARD ANALYSIS (JSA/JHA):**

A JSA/JHA is the breaking down into component parts of any project or activity to:

- (1) determine the hazards connected therewith and the requirements or qualifications of those who are to perform the work;
- (2) identify hazards associated with each step or task; and
- (3) implement solutions to eliminate, nullify, or reduce to a minimum the consequences of such hazards.

H.2 AVAILABILITY OF UTILITIES/INFRASTRUCTURE SERVICES

To support installation, operations and maintenance of ECM's the Government will provide to the Contractor, at a Contractor requested/Government approved point of connection, utilities and infrastructure services up to the annual base amounts shown below at no charge to the Contractor. If actual annual quantities exceed the base amounts, the Contractor will be charged the current site prevailing unit rate for the overages. The Contractor shall install and

maintain all necessary connections and equipment for each utility/ infrastructure service at no cost to the Government, unless otherwise specified in individual ECMs. Temporary connections and associated equipment shall be removed by the Contractor upon completion of the applicable work. The Contractor is responsible for coordinating all connection and removal activity with the CO or COD.

a. Water

The Government will provide an annual base amount of up to 12,000,000 gallons of water to the Contractor at no charge.

The Government makes no guarantee of continuous uninterrupted service. Minor service interruptions should be expected by the Contractor.

b. Electricity

The Government will provide an annual base amount of up to 6,200,000 KW Hours of electricity to the Contractor at no charge. The Contractor is responsible for providing adequate surge protection.

The Government makes no guarantee of continuous uninterrupted service. Minor service interruptions should be expected by the Contractor.

c. Sanitary Sewer

The Government will accept an annual base amount of up to 200,000 gallons of sanitary sewage discharge from the Contractor at no charge.

(1) In the 200 Areas, sanitary sewers are provided by individual septic systems. The condition and available capacity of the individual systems varies widely. Contractor request to connect to existing septic systems will be evaluated by the CO or COD and approved or denied on a case by case basis. In cases where connection is allowed, discharge to the system by the Contractor shall be minimized and controlled so that they do not damage the septic systems and shall meet the requirements of WAC 246-272.

(2) In the 300 Area, sanitary sewers tie to the City of Richland (City) system. Discharges to the system by the Contractor shall be controlled to meet City requirements.

The Government makes no guarantee of continuous uninterrupted service. Minor service interruptions should be expected by the Contractor.

d. Process Sewer

The Government will accept an annual base amount of up to 1,800,000 gallons of process sewage discharge from the Contractor at no charge.

(1) In the 200 Areas, the "Process Sewer System" is called the TEDF and is not connected to a central treatment facility. Each

facility that is connected to the 200 Area TEDF system is responsible for monitoring input and providing required segregation and/or treatment prior to discharge into the system. Output from the system must meet the requirements of the State issued Discharge Permit 4502. Contractor request to connect to the 200 Area TEDF system will be evaluated by the CO or COD and approved or denied on a case by case basis. Discharges to the 200 Area TEDF system shall be controlled by the Contractor to assure that system output meets the requirements of Permit 4502. The Contractor is responsible for providing information that may be required to modify the discharge permit to allow Contractor discharges.

- (2) In the 300 Area, the Process Sewer System is connected to the 300 Area Treated Effluent Disposal Facility (TEDF). Contractor request to connect to the Process Sewer System will be evaluated by the CO or his COD and approved or denied on a case by case basis. Discharges to the Process Sewer System shall be controlled by the Contractor to meet the technical requirements of the 300 Area TEDF as outlined in document WHC-IP-1000 (300 Area Liquid Effluent Facilities Administration). Once connected to the system, the Contractor is responsible for controlling and coordinating the timing, quality and quantity of discharge with the 300 Area TEDF.

The Government makes no guarantee of continuous uninterrupted service. Minor service interruptions should be expected by the Contractor.

e. Roads

The Contractor may use site roads and shall comply with all site load, speed and size restrictions. Contractor road use that may reasonably be expected to have a negative impact on site traffic flow shall be coordinated with and approved by the CO or COD.

f. Communications Systems

- (1) The Government will provide standard voice telephone service (2 lines) in each of the boiler annexes, and 6 lines in the central control room exclusively for use to perform this contract.

The Government makes no guarantee of continuous uninterrupted service. Minor service interruptions should be expected by the Contractor.

- (2) The Government will allow the Contractor to utilize existing site communication systems (i.e., fiber optic, hard wire, telephone, LAN, etc.) for the purpose of ECM monitoring and control. Each Contractor requested use is subject to approval by the CO or COD. Approval will be based on criteria such as:

- i. The existing site communication system must have the requested unused capacity available.

- ii. The proposed utilization must not adversely impact the capability of the existing communication system.

The Contractor is responsible for coordinating hookup to existing site communication systems to minimize system interruptions and down time. In some cases, the Contractor may be charged a hookup fee to connect to the existing systems. The Government makes no guarantee of continuous uninterrupted communication system service. Minor service interruptions should be expected by the Contractor.

H.3 CONTRACTOR FURNISHED SERVICES AND MATERIAL

a. Contractor Furnished Services

The Contractor shall provide all needed services not specifically listed in this contract as provided by the Government (e.g. snow removal on Contractor leased sites).

b. Contractor Furnished Material

The Contractor shall provide all materials and supplies necessary to perform the work as specified in the contract. All such materials and supplies must be compatible with and operate safely with existing systems and equipment.

H.4 GOVERNMENT LEASED REAL ESTATE

The Government shall lease government-owned property to the Contractor for Contractor operations. Details of the leases shall be specified after contract award. The Contractor shall provide legal descriptions of the proposed Contractor leased site or sites.

H.5 FIRE PREVENTION ON THE HANFORD SITE

The Contractor shall comply with:

- a. Hanford practices outside the Contractor leased sites, and
- b. Commercial practices on contractor leased sites.

In addition, the following applies to all areas on the Hanford Site: the Contractor shall utilize a Professional Engineer (P.E.) registered in the State of Washington in Fire Protection Engineering for work involving the design or modification of fire detection/alarm systems, fire suppression systems, or life safety systems, designs using petroleum gases, propane or natural gas hazards, designs involving boilers, furnaces, or air conditioning and ventilation systems, fire hazard analyses, and water supply analyses, to ensure that applicable NFPA Codes and Standards and Federal requirements are documented and incorporated in plans and specifications as applicable. The Fire Protection P.E. shall stamp/certify all relevant documents. Required fire protection system designs or modifications shall be performed in accordance with the fire protection design requirements found in the Hanford Chapter to the Fire Protection Resource Manual as described in DOE 5480.7A and

RLID 5480.7, Fire Protection. The Contractor shall request a fire protection construction permit for each area of work on the Hanford Site to be conducted throughout this contract from the Hanford Fire Marshal as described in RLID 5480.7, Fire Protection. The Contractor shall submit a fire prevention safety plan to the Fire Marshal demonstrating compliance with NFPA 1, Fire Prevention Code, and other applicable NFPA Codes or Standards, and the plan shall include Contractor employee training to address the proper response and notifications in the event of fire, instructions on the use of portable fire extinguishers, fire watches, and recognition of fire hazards prior to issuance of the permit by the Fire Marshal and prior to the start of any construction work by the Contractor.

H.6 ENVIRONMENTAL PROTECTION

- a. All environmental protection matters shall be coordinated with the CO or COD. The Government reserves the right to inspect any job site. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by the Contractor's operations or activities and which result from negligence or deliberate actions or inactions on the part of the Contractor or its employees or subcontractors, the Contractor shall reimburse the Government for the amount of the fine and other costs. The Contractor shall comply with the instructions of the cognizant Washington State Department of Ecology, Washington State Department of Health, U. S. Environmental Protection Agency, and/or other government regulatory official with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of Government or civilian personnel, as directed by the CO.
- b. All air operating permits shall be owned by DOE (refer to Section H.19, Permits; and Section I, Permits and Responsibilities, FAR 52.236-7). The Contractor shall not proceed with installation until all applicable environmental protection requirements herein have been satisfied.
- c. The Contractor shall not emit more than 193 tons of sulfur dioxide from the 300 Area steam generating boilers during the period July 1, 1997, through June 30, 1998.
- d. The Contractor shall not emit more than 129 tons of sulfur dioxide from the 300 Area steam generating boilers during the period July 1, 1998, through June 30, 1999. Thereafter, this annual (July 1-June 30) limit of 129 tons shall remain in effect.
- e. After July 1, 1998, the Contractor shall not use fuel oil with a sulfur content exceeding 0.7% by volume for combustion in steam generating boilers at the Hanford Site. The Contractor shall ensure that, at the time of installation, any steam generating boiler shall meet new source permitting requirements and/or Best Available Control Technology, including use of fuel which meets such requirements.
- f. The Contractor shall be responsible for initial response and notifications to appropriate authorities if spills of hazardous or dangerous substance occur above regulatory or statutory reporting requirements. The Contractor shall also give notice to the Government when the spill is discovered. If the Contractor is not capable of

completely containing and remediating the spill through its initial response actions, the Contractor shall, at the earliest opportunity, notify the Hanford Spill Response Team to handle the spill. The cost to the Government from such a response will be deducted from payment otherwise due the Contractor.

- g. All air emissions in excess of Clean Air Act requirements shall be documented and reported as required by permit or regulations. Prompt notifications will be made to the Government of the time, duration and amounts released to the environment. The Government will be notified of inspections/audits that address any deficiency noted by a regulatory agency.
- h. To comply with 10 CFR 835, all contractor employees working on the Hanford Site must attend and pass the Hanford General Employee Training prior to commencing work. Employees entering contamination/radiation areas must also pass Radiation Worker II training.

H.7 SALVAGE OF GOVERNMENT PROPERTY

All Government materials and equipment which are removed or disconnected during the installation phase shall remain the property of the Government. Removed Government property will be either stored or disposed as directed by the CO. Materials and equipment which are to be removed shall be moved by the Contractor at its expense. Materials and equipment to be stored shall be moved to a Government designated space for storage. A list of removed or disconnected materials and equipment shall be included in each ECM installation plan. Material and equipment to be removed and not stored and all debris resulting from work under this contract shall be removed from the Hanford Site by the Contractor at its expense. Prior to moving any radioactively contaminated materials and equipment, the Contractor shall notify the CO in writing for written direction.

H.8 ASBESTOS

In the event the Contractor proposes an ECM that involves the removal of previously identified asbestos containing material, it is the Contractor's responsibility to remove the asbestos as part of the ECM at its sole cost and expense. However, should the Contractor propose an ECM and asbestos containing material is identified after government approval of the ECM installation plans, the Contractor shall immediately stop work, take all appropriate measures to reduce Contractor or building personnel contamination, and immediately notify the CO (in writing) and building manager of the asbestos condition and location. The Contractor shall then have the option of (a) removing and disposing of the material at its sole cost and expense or (b) of giving the Government the option of removing and disposing of the material at the Government's sole cost and expense. If the Government declines to exercise its option to remove and dispose of this material, the Government will provide direction to the Contractor concerning how to proceed. Such direction shall be subject to the provisions of the Contract Clause entitled "Changes" (FAR 52.243-4). The Contractor's obligation for its contracted Guaranteed Annual Government Cost Savings Performance Requirements may be equitably adjusted if the affected ECM is not installed.

H.9 DISPOSAL

Debris, rubbish, hazardous waste and other material which is removed from the Hanford Site for disposal shall be disposed of by the Contractor at its expense. Hazardous/dangerous wastes resulting from Contractor-owned material and equipment must be disposed of in accordance with Resource Conservation and Recovery Act (RCRA) and all applicable Federal, State and Local regulations. Hazardous waste originating outside of the Contractor leased sites requires a Hanford shipping manifest. All shipping manifests for hazardous waste must be signed by the authorized DOE representative as well as by the Contractor prior to transfer offsite. The DOE generator number will be entered on the manifest. The Contractor shall assure that no radioactively contaminated material is removed from the Site. Prior to moving any radioactively contaminated materials or equipment, the Contractor shall notify the CO for written direction.

H.10 HEALTH AND SAFETY REQUIREMENTS

The Contractor shall take all reasonable precautions in the performance of the Work to protect the safety and health of employees and the public. The Contractor shall comply with:

- (1) Hanford practices on job sites outside of the Contractor's leased site boundaries
- (2) Commercial practices on Contractor leased sites.

The Contractor shall comply, without any additional expense to DOE, with new or modified State or Federal requirements or regulations, except as provided by Special Provision H.39.

a. Job Safety Analysis/Job Hazard Analysis

Outside the Contractor leased sites and prior to mobilization and the start of work, the Contractor and lower tier contractors shall execute a "job safety analysis/job hazard analysis" (JSA/JHA) document certified by the Contractor's Certified Safety Professional (CSP) or licensed Safety Engineer. At a minimum the JSA/JHA shall be used to inform the workers of hazards.

b. Site Walkdown

Outside the Contractor leased sites a walkdown of the actual construction site shall be conducted by the Contractor and DOE prior to work commencing. The purpose of the walkdown is to help ensure that the hazards associated with the phases of construction, and the surrounding environment are identified and planned in the job safety analyses.

c. Hanford Site Safety Requirements and Practices

Outside the Contractor leased site, and prior to mobilization and the start of work, all key supervisory personnel of the Contractor and its Subcontractors must be qualified to Hanford Site safety requirements and practices. Key supervisory personnel are defined as the Contractor's employees in charge of and responsible for work at the worksite, plus the designated Safety Representative. At least one qualified supervisor

must be present on the Hanford Site while work is being performed under the contract.

Initial qualification is achieved by attendance at the Contractor Manager/Supervisor Safety Training Course provided by DOE specifically for work at the Hanford Site.

d. Hanford Water Hammer Training

Outside the Contractor leased sites all personnel of the Contractor and its Subcontractors (lower tiers) associated with energizing and/or operating steam systems must attend and pass the eight hour Hanford Water Hammer Training.

e. Health and Safety Inspections

Outside the Contractor leased sites representatives of DOE may conduct periodic inspections of the Contractor's construction equipment, work, and storage areas for compliance with applicable health and safety regulations. DOE will notify the Contractor of any observed noncompliance with applicable health and safety requirements. The Contractor shall immediately take appropriate corrective action. The Contractor shall advise DOE in writing, within five (5) working days of the corrective action taken on any safety violation noted on a written Safety and Health Inspection Report.

If the Contractor fails to comply with applicable health and safety regulations or to correct the conditions described in a Safety and Health Inspection Report within the time specified, DOE may issue a second Safety and Health Inspection Report. If after issuance of the second report the Contractor still fails to correct the safety violation, DOE may perform, or cause to be performed, the necessary corrective work and charge the Contractor for the cost thereof. Such charges will be deducted from payments otherwise due the Contractor.

f. Accident and Injury/Illness Records

The Contractor and Subcontractors shall maintain accurate accident and injury/illness records. For injury/illness outside of the Contractor leased sites the Contractor shall submit to DOE, by the 10th day of the month following the calendar year quarter, quarterly reports covering all injuries or illnesses in connection with this contract which occurred during the previous quarter and if no injuries or illnesses occur during the reporting period, a simple one line report. Reporting will be submitted on forms supplied by DOE as required by DOE Order 231.1.

For all injury/illnesses or other "unusual occurrences" on the Hanford Site the Contractor shall:

- (1) notify DOE immediately of all injuries/illnesses or other "unusual occurrences."
- (2) cooperate in the conduct of accident investigations as requested by the CO.

g. Stop Work Orders

Representatives of DOE may inform the Contractor of concerns under the following conditions:

- (1) Identification of "serious" safety and health noncompliances, defined as: Any condition or practice whereby a hazard exists that may cause death or serious physical harm to employees unless immediate actions are taken to mitigate the effects of the hazard and/or remove employees from the hazard.
- (2) Identification of "imminent danger" safety and health hazards.
- (3) Identification of conditions that will result in immediate release of hazardous substances to the environment.

If the Contractor does not resolve the DOE representatives concern, the DOE representative may contact the CO who may issue a Stop Work Order to the Contractor.

If the condition which prompts the Stop Work Order is due to Contractor non-conformance to any contract requirement, the Contractor may not base any claim or request for adjustments or additional time and money on the Stop Work Order.

h. Removal of Employees from the Hanford Site

The Contractor is responsible for compliance by its Subcontractors with the safety and health requirements of this Contract. DOE may direct in writing that the Contractor remove any employee or subcontractor employee from the worksite who fails to comply with the safety requirements of this Contract. If the Contractor fails to comply, DOE may cause removal of the individual by Site Security personnel. DOE may require that any employee removed from the worksite surrender his/her security badge.

i. Hazardous Material and Dangerous Waste

On the Hanford Site the Contractor shall comply with and be responsible for controlling the Contractor's and Subcontractor's hazardous materials and dangerous wastes in compliance with Federal, state, local regulations. Outside of the Contractor leased site Hanford Practices apply.

j. Motor Vehicles and Fire

Outside of the Contractor leased sites while on the Hanford Site, the Contractor shall operate motor vehicles only on hard-surfaced or graveled roads unless prior approval is obtained from DOE. During high fire hazard periods, the Contractor shall adhere to all Hanford Site restrictions for off-road travel which include, but are not limited to, requiring vehicles to carry fire extinguishers, shovels and radio communications. DOE reserves the right to ban all off-road travel on

the Hanford Site during extreme fire hazard periods. Each Contractor provided vehicle shall show the Contractor's name so that it is clearly visible and shall at all times display a valid State license plate.

k. Construction Equipment

All construction equipment to be used in the performance of this contract shall comply with applicable OSHA/WISHA and ANSI requirements and employees shall be qualified to operate or use said equipment.

DOE reserves the right to perform safety checks at any time on any item of construction equipment under the control of the Contractor on job sites outside the Contractor leased sites and to examine such documents as it may request from the Contractor in connection with such safety checks. If safety checks reveal that particular items of equipment do not meet applicable safety standards, the Contractor shall not use such equipment until suitable corrections have been made.

l. Hanford Site Hoisting and Rigging Manual

On the Hanford Site the Contractor shall comply with the Hanford Site Hoisting and Rigging Manual (document number DOE-RL-92-36, commonly referred to as HHRM).

m. Hanford Lock and Tag Program

Compliance with the Hanford Lock and Tag program is mandatory at all locations on the Hanford Site. DOE reserves the right to perform safety checks at any time on the Hanford Site to ensure compliance with the Hanford Lock and Tag program.

n. Dosimeters

Basic Dosimeter (Nonradiation Zone). Each employee of the Contractor and Subcontractors (lower tier) may be issued a basic dosimeter for performance of the work under this Contract.

Dosimeter issuing office and hours are Security and Emergency Preparedness, 1301 Building, 3000 Area, from 7:00 a.m. to 2:30 p.m., Monday through Friday (excluding legal holidays).

Basic dosimeters will be issued free of charge. If a contract performance period extends beyond the last Friday of the current calendar year, new basic dosimeters must be obtained before that date.

The Contractor shall be responsible for returning to DOE all dosimeters, including dosimeters issued to Subcontractor employees, at the time an employee's badge is to be returned, or when no longer needed. Dosimeters shall be returned as follows:

- (1) Dosimeters which expire at the end of a calendar year must be returned by January 15 of the next calendar year.

- (2) All other dosimeters must be returned (1) within thirty (30) calendar days after completion of the work, (2) on or before January 15 of the next calendar year, or (3) prior to final payment under the Contract, whichever is earliest.

Individual occupational radiation exposure records generated in the performance of work under this Contract shall be maintained and preserved by DOE (or designated DOE Contractor). Such records are subject to inspection by DOE, to which ownership of such records may eventually be conveyed.

o. Material Breach of Contract

Failure by the Contractor to comply with any of the health and safety requirements set forth in this contract shall constitute a material breach of the contract.

H.11 SECURITY REQUIREMENTS

- a. Citizenship. Each Contractor and Subcontractor employee who require authorization to have access to the Hanford Site must be a citizen of the United States.
- b. Property Passes. Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. DOE will advise the Contractor of procedures applicable to this Contract.
- c. Picture Security Badges. Within Limited and Protected Areas, security clearances are required. The following will be required:

- (1) Each Contractor and Subcontractor employee must have a picture security badge for access to any area within the Hanford Site. Picture badges are not required for visitors whose stay is for 30 days or less. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.
- (2) A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.
- (3) Each Contractor and Subcontractor employee is responsible for his/her badge and for returning their badge to the issuing office whenever one of the following occurs, but in any event, before final payment:
 - (a) Contract work is completed.
 - (b) Badge is no longer needed.

(c) Badge becomes void for any reason.

Lost security badges shall be reported to the issuing office as soon after the loss as possible.

- d. Contractor Leased Site Security. The Contractor is responsible for security and controlling access to their leased sites. The CO shall provide to the Contractor a list of non-ESPC individuals that are authorized to access the leased sites.
- e. Safety and Security Orientation. Each employee of the Contractor and Subcontractor must receive a brief safety and security orientation briefing by DOE (approximately one-hour) before being issued a security badge. The briefing must be scheduled (call 376-3215).
- f. Prohibited Articles. Bringing the following onto the Hanford Site is strictly controlled: (i) weapons including but not limited to firearms, explosives, or incendiary devices, (ii) nonprescription narcotics or dangerous drugs and/or controlled substances, (iii) alcoholic beverages, and/or (iv) other items similar in effect or purpose to any of the above.
- (1) Employees who transport, possess or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when used inside of the Limited Areas within the Hanford Site.
 - (2) Upon notification that an employee of the Contractor or Subcontractor is found to possess or is suspected of possessing narcotics, dangerous drugs and/or controlled substances on the Hanford Site, the company for whom the individual work shall be notified that the employee's security badge is to be returned to Safeguards and Security and that the employee's Worksite access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.
 - (3) Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

H.12 QUALITY ASSURANCE (QA)

The Contractor shall assure that all work (which term includes but is not limited to submittals, materials, workmanship, manufacture and fabrication of components) performed by it or its Subcontractors and suppliers is in strict compliance with the Contract Documents. When an additional level of assurance is required for contract compliance, specific QA requirements will be invoked.

If this Contract includes work that requires an additional level of assurance, the specific Contractor QA requirements will be included in the specifications that are in addition to and supplement the primary requirement.

H.13 ACCESS TO BUILDINGS

- a. It shall be the Contractor's responsibility, through the CO or designee, to obtain access to the buildings and arrange for the buildings to be opened and closed for the following:
 - (1) For minor work of two hours or less duration, the Contractor shall contact the building manager. Additional restrictions will apply in specific buildings based on use, i.e. - security, hazardous materials, etc.
 - (2) For major work, defined as work in excess of two hours duration, and/or work that will create dust or noise, the Contractor shall contact the CO or COD at least one week in advance of the start of the work. The Contractor must provide a written description of the work, the number of workers required, and duration of the work.
- b. Keys may be issued to the Contractor. It shall be the Contractor's responsibility to assure that adequate arrangements are made with the facility manager for security of the building at the end of each work day.
- c. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by its employees. If it is determined that a lock must be replaced because of the loss of a key furnished to the Contractor's employee(s), the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if it is determined that the Contractor has caused or permitted the combination to be compromised.
- d. Access to certain facilities requires specific training. All activities within existing facilities must be conducted in accordance with facility requirements.

H.14 CONTRACTOR EMPLOYEES

- a. Upon receipt of notice of award, the Contractor shall provide the CO with the name(s) of the responsible supervisory person(s) authorized to act for the Contractor.
- b. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
- c. The Contractor shall remove from the site any individual whose continued presence is deemed by the CO to be contrary to the public interest or inconsistent with the best interests of Government business or National Security.

H.15 REQUIRED INSURANCE

- a. The Contractor shall procure at its expense and maintain during the entire period of performance under this contract the following minimum insurance coverage:
 - (1) Comprehensive General Liability: \$500,000 per occurrence.
 - (2) Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
 - (3) Workman's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
 - (4) Employer's liability coverage: \$100,000 except in states where worker's compensation may not be written by private carriers.
 - (5) Other as required by State Law.
- b. Prior to commencement of work, the Contractor shall furnish to the CO a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State of Washington and in no event less than thirty (30) days after written notice thereof to the CO.
- c. The Contractor agrees to insert the substance of this clause, including paragraph H.15.b, in all subcontracts hereunder.
- d. Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property as a result of its operation. The Contractor shall indemnify and hold harmless the Government from any and all liability associated with its activities.

H.16 TITLE TO CONTRACTOR INSTALLED EQUIPMENT

- a. Title to all equipment installed by the Contractor shall vest with the Contractor or its assigns during the contract term. However, the Government may, at the Government's discretion, exercise its right to acquire title prior to the end of the contract term as described elsewhere in this contract.
- b. At the expiration of the contract term, all right, title, and interest in all improvements and equipment constructed or installed on the Hanford Site shall vest in the Government at no additional cost free and clear of all and any liens and encumbrances created or caused by the Contractor or its assigns. The Contractor shall ensure that the premises and the improvements and equipment are surrendered to the Government in good repair and condition, reasonable wear and tear excepted.

- c. If the contract is terminated for convenience, all right, title and interest in and to all improvements, additions, or equipment of all ECM's installed by the Contractor of which the Government determines to take possession shall vest in the Government. For those ECM's for which the Government takes possession and thereby obtains title, the Contractor shall be compensated in accordance with FAR clause Termination for Convenience (52.249-2), unless a cancellation ceiling contained elsewhere in this contract is applicable.

H.17 NOTICE OF PAYMENT AND PERFORMANCE BOND REQUIREMENTS

- a. The Contractor shall provide to the Government proof of project financing and acceptable evidence of a surety's commitment to provide performance and payment bonds.
- b. The Contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as beneficiary. The penal sum of this performance bond shall be 100% of the total estimated installation cost per Section B, Schedule 4 . The Contractor shall furnish a payment bond (Standard Form 25A) in duplicate. The payment bond shall be in a penal sum equal as follows:

Total Estimated Installation Cost	Payment Bond <u>Penal Sum</u>
0-\$999,999	50%
\$1-5 million	40%
>\$5 million	\$2.5 million

The payment bond shall remain in effect during the total installation period for all ECM's, plus six (6) months. The ECM installation period shall include all time required for installation, testing, measuring initial performance, and Government acceptance of all installed ECM's.

- c. Since ECM's are installed on or affixed to Government property, liens by laborers, suppliers, subcontractors or creditors are prohibited. Therefore, the payment bond shall secure the Contractor's obligations for payment of laborers, suppliers and subcontractors.
- d. Each subcontract, under this contract, shall include a provision which prohibits placing liens against any ECM's installed on or affixed to Government property under this contract.

H.18 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTRACTOR PROPERTY

The Government shall be responsible for loss or damage to the property of the Contractor only to the extent authorized by the Federal Tort Claims Act.

H.19 PERMITS

In accordance with the "PERMITS AND RESPONSIBILITIES" clause in Section I (FAR 52.236-7), the Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of

the work. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the CO or designee before work commences. If periodic reporting is required as a condition of a license or permit, the Contractor is responsible for preparing and providing such report(s) at no additional cost to the Government.

H.20 PROTECTION OF LIENHOLDER'S INTEREST

- a. The Government recognizes that project financing associated with Contractor performance on the contract may be accomplished using third party financing, and as such, may be secured by a mortgage and/or security interest in this contract and the Contractor equipment or facilities referred to herein. To provide protection of any lienholder's interest, the Contractor may be required to assign to its lenders, some or all of its rights under this contract.
- b. The Government will consider:
 - (1) Requests for assignments of monies due or to become due under the contract, provided the assignment complies with the Assignment of Claims Act;
 - (2) Requests of Government to provide lenders or lienholders copies of any cure or show cause notice issued to Contractor;
 - (3) Requests by lenders or lienholders for extension of response time to cure or show cause notices;
 - (4) A proposed takeover of contract performance in the event the Contractor defaults in performance. Requests for takeover of the contract on substantially the same terms and conditions will be approved if the proposed substitute party is acceptable to the Government.
- c. The Government review and approval of the above requests will not be unreasonably withheld.

H.21 RESPONSIBILITY FOR SYSTEMS AND EQUIPMENT THROUGHOUT THE CONTRACT TERM

The Contractor shall at all times during the term of the contract have full ownership responsibilities of the Contractor furnished systems and equipment. The Contractor may modify, replace, or change the systems and equipment during the contract from that originally approved. However, any proposed modification, replacement, or change shall require notification, coordination with and approval of the CO. Any such modification, replacement, or change of systems or equipment shall be performed by the Contractor at no cost to the Government and shall not interfere with Government operations and mission.

H.22 PREFERENCE IN HIRING (OPERATIONS AND MAINTENANCE)

Employees of incumbent Contractor(s) who are facing potential layoff or termination as a result of this contract are to be provided with a hiring preference for filling positions under this contract, and, as set forth below,

the collective bargaining representative of such employees is to be accorded full recognition for negotiating their terms and conditions of employment. This clause is applicable to all work performed under this contract, including that work covered under the jurisdiction and certification(s) held by the Hanford Atomic Metal Trades (HAMTC) and its affiliated unions. Work not covered under this clause is that which has historically been determined to be covered by the Davis-Bacon Act. Accordingly, the contractor shall:

- a. Initially fill positions under this contract, other than managerial and supervisory positions, by offering employees of the incumbent contractor and its integrated subcontractors a right of first refusal to employment under this contract in positions for which the employees are qualified. If the Contractor increases the number of such positions within six (6) months after operations begin, its obligation to offer employment to eligible incumbent employees shall continue until the additional positions are filled. The Contractor shall, as soon as possible, but no later than four (4) months before operations begin at the new facility, notify and solicit applications from the eligible incumbent employees. The Contractor agrees to hire from the incumbent workforce upon commencement of operations with the expectation that it becomes a successor employer within the meaning of the National Labor Relations Act. Incumbent employees shall be given a reasonable period within which to accept such offers, which in no case shall be less than ten (10) days.
- b. To the extent practicable, offer occupational skill training to incumbent employees in order to meet job qualification requirements by the time the work is to begin.
- c. Make no offers of employment, other than for managerial and supervisory positions, until the Contractor has fully complied with the requirement to offer incumbent employees a right of first refusal for filling initial positions as described herein.
- d. Determine the number of employees necessary for efficient performance of this contract.
- e. Fill subsequent vacant positions, other than those covered under paragraph (a), above, after operations begin in accordance with the contractor's normal business practices, subject to any other applicable requirements of this contract, including Section 3161 of the National Defense Authorization Action for FY 1993.
- f. Not be required to offer a right of first refusal to any employee(s) of the predecessor contractor who the contractor can reasonably justify, based upon specific aspects of the particular employee's past job performance, have failed to perform suitably on the job.
- g. Respect the right of employees to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and also to have the right to refrain from any or all of

such activities. As the Contract will be performing substantially similar operations at the same site as the predecessor incumbent contractor, and as a result of the hiring preference a majority of its potential bargaining unit employees are likely to be former employees of the predecessor Contractor who had been represented by HAMTC, the Contractor shall initially consult with HAMTC regarding the initial terms and conditions of employment of those employees who had been represented by HAMTC and shall be obligated to recognize and bargain with HAMTC as the collective bargaining representative of the predecessor's bargaining unit employees as a successor employer, consistent with the National Labor Relations Act.

H.23 SUBCONTRACTORS

Within twenty (20) calendar days after award of this Contract, but in any event no later than five (5) days before starting work, the Contractor shall notify DOE, in writing, of the names of all major Subcontractors that will be performing work on the Hanford Site, together with a summary of the extent and character of the work to be done by each Subcontractor. If for sufficient reasons, at any time during the progress of the work, DOE determines that any Subcontractor is incompetent or undesirable, DOE will notify the Contractor accordingly and immediate steps will be taken for cancellation of such Subcontract. Further subcontracting by Subcontractors shall be subject to the same requirements. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and DOE.

H.24 TESTING LABORATORIES AND INSPECTION BUREAUS

Wherever in the Specification or elsewhere, testing or inspection by a recognized testing laboratory or inspection by a recognized testing laboratory or inspection bureau is specified, such as Underwriter's Laboratories, Inc., National Board of Fire Underwriters, Factory Mutual Engineering Division, Washington Surveying and Rating Bureau, etc., it shall mean the specific testing laboratory or inspection bureau or one approved by the CO or COD.

H.25 CONTAMINATION

Heath Physics Technicians (HPTs) shall be used (as needed) during the installation of ECM's. For Part I, up to 1800 HPT hours will be provided by the Government at no charge to the Contractor. Coordination with the COD for these services is the responsibility of the Contractor. HPT hours needed for Part II and post-award ECMs will be indicated in the ECM proposal.

a. Contaminated Soil

Uncovered contaminated soil will be cleaned up by Hanford forces at no expense to the Contractor.

b. Disposition of Contaminated Personal Property

The Contractor agrees to submit to DOE for survey and decontamination, if necessary, and for destruction or other disposal if DOE should determine that decontamination is impracticable, any equipment, tools,

or other personal property brought into any Hanford Controlled Access Area by the Contractor, its employees, and any Subcontractor and its employees.

The necessary survey for detection of contamination will be performed immediately prior to the removal of any property from any location within the Hanford Controlled Access Area and Limited Areas. The Contractor shall notify DOE not less than one (1) working day prior to each property (including equipment and tools) removal.

An equitable adjustment, excluding profit, in the Contract Price will be made for all work performed by the Contractor, at the direction of DOE in connection with decontamination of equipment which was contaminated not due to their fault or negligence. An equitable adjustment will also be made in the Contract Price for any personal property of the Contractor, its employees, and any Subcontractor and its employees, lost as a result of contamination not due to their fault or negligence.

c. Disposition of Contaminated Government Property

Prior to moving any radioactivity contaminated materials and equipment, the Contractor shall notify the CO for written direction. If Government property becomes radioactively contaminated as a result of contractor actions, the Contractor shall be responsible for the costs associated with decontamination and/or disposal and replacement.

H.26 LABOR PROVISIONS

The Contractor shall conform, to the extent permitted by State and Federal law, to the labor policies of DOE and shall avoid engaging in any activities which are likely to cause a strike, work stoppage, other concerted labor action, or which might subject DOE to liability in any arbitration or court proceeding. The Contractor agrees that if any portion of the work is subcontracted, such subcontractor shall be bound by and observe the provisions of this section to the same extent as herein required by the Contractor, and that this section appropriately modified to impose such obligations on each subcontractor shall be included in any subcontract.

H.27 GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS

- a. Orientation. Prior to entry by the Contractor onto the Hanford Site, the Contractor's supervisory employees shall attend a general orientation (to be conducted by DOE) to acquaint themselves with the working conditions and requirements to be imposed at the Hanford Site. It shall be the responsibility of the Contractor to orient all its other employees, its Subcontractors and their employees, as to such working conditions and requirements.
- b. Coordination with DOE. The Contractor is responsible for ensuring timely coordination for work which necessitates the presence or participation of DOE or its site contractors.
- c. Overhead Restrictions. Under no conditions shall the Contractor operate

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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 DOE, giving full details of the method of equipment operations.

- d. Oversize Loads. An Oversize Load permit is required when the vehicle or load exceeds: Width - 8'-6", Height - 14', Length - 40' (single unit) 48' (single trailing unit). The Contractor will contact the CO or COD to obtain a permit.
- e. Explosives. The use of explosives requires express written authorization from DOE.
- f. 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-tire trailers. Upon completion of the work, the equipment shall be promptly removed from the worksite.
- g. Work Area Housekeeping. The Contractor shall at all times keep the construction 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 Contractor shall remove from the premises all rubbish, and all tools, scaffolding, equipment and materials not the property of DOE. Prior to moving any radioactive contaminated materials and equipment, the Contractor shall notify the CO for written direction. Upon completion of the work, the Contractor shall leave the construction area in a clean, neat condition, satisfactory to DOE.
- h. Work Area Limitations. The Contractor shall restrict its personnel and operations to the reasonable limits of the construction area. Any changes and or modifications to existing installations located at the outer limits of the construction area shall be permitted only after specific approval is received from DOE.
- i. Special Excavation Requirements
 - (1) Where required, the Contractor shall provide cribbing for excavation to prevent undermining or movement of any load bearing concrete slabs or footings. All excavations shall require a Hanford Excavation permit and comply with OSHA and WISHA regulations.
 - (2) 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 Contractor shall immediately stop work and notify DOE.

- (3) Except as otherwise specified, protection (and restoration) of existing facilities shall be the Contractors responsibility. All underground piping, conduits, ducts, and other utilities shall be satisfactorily shored, braced and/or guyed to protect the facilities until backfilling is completed.
- j. ELECTRICAL SYSTEM TIE-INS AND EQUIPMENT TESTING. When a tie-in is required to the existing plant electric systems, the Contractor shall submit an electrical service request form to the CO or COD at least thirty (30) days prior to the desired tie-in date. The Government will perform a NEC inspection on the main service disconnect prior to performing the tie-in.

The Electrical Utility will do testing to establish performance and benchmark information prior to final acceptance of construction. These tests will normally be made subsequent to acceptance of Contractor effort but before tie-ins. These tests will include high voltage D.C., tests of power cables, Doble test of transformers and switchgear insulation, oil sampling, transformer turn ratio, etc.

The final electrical tie-in may be performed by the Electrical Utility.

H.28 RECEIPT OF CONTRACTOR'S SUPPLIES AND/OR EQUIPMENT AT SITE

The Contractor shall not schedule materials, and/or equipment for delivery to the Hanford Site until such time as they are mobilized to receive or accept their property at the job-site.

The Contractor is not permitted to use DOE's mailing address and in no case shall material or equipment be addressed in care of DOE.

It is recognized that special conditions may exist that would warrant assistance in the delivery of equipment or materials by DOE. However, the Contractor must have explicit prior written permission and authorization from DOE.

H.29 MEDICAL SUPPORT SERVICES

JCI is entitled to Medical Support Services as provided by the Hanford on-site Medical Provider (currently Advance Med Hanford - AMH). The services provided are a result of 10 CFR 851, **WORKER SAFETY HEALTH PROGRAM**, applicable to JCI. JCI will be entitled to this service and DOE will pay for the services provided. A Memorandum of Understanding (MOU) will be established between the on-site Medical Provider and JCI to identify that medical service will be provided.

H.30 IMPLEMENTATION OF THE SITE STABILIZATION AGREEMENT

The Site Stabilization Agreement for all construction work for DOE at the Hanford Site (hereinafter referred to as "Site Stabilization Agreement"), consists of a Basic Agreement dated September 10, 1984, plus appendices thereto, signed by J. A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., The Building and Construction Trades Department, AFL-CIO, and its affiliated International Unions, and the International.

Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

In accordance with the Hanford Site Stabilization Transition Agreement, dated December 18, 1986, and effective 12:01 a.m., March 1, 1987, ICF KH is recognized as successor in interest to those rights, duties, and obligations previously held by J.A. Jones Construction Services Company under the terms of the Site Stabilization Agreement.

This section applies to employees performing work, under contracts (or subcontracts thereunder) administered by DOE which are subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.

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 Site Stabilization Agreement and shall abide by all of its provisions, including all current appendices thereto. Subcontractors at all tiers who have Subcontracts with a signatory Contractor or Subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including all current appendices thereto.

Contractors and Subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under this section to become signatory to it, 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 Site Stabilization Agreement:

- a. Article VII, Employment, Section 2 only.
- b. Article XII, Non-Signatory Contractor Requirements.
- c. Article XIII, Hours of Work, Shifts, and Overtime.
- d. Article XIV, Holidays.
- e. Article XV, Wage Scales and Fringe Benefits, Sections I and 2 only.
- f. Article XVII, Payment of Wages - Checking In & Out, Section 3 only.
- g. Article XX, General Working Conditions.
- h. Article XXI, Safety and Health.

The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with the prior approval of the CO.

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 Stat. 238-239), and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1, 5).

DOE may from time to time provide notice to the Contractor of any changes in wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including all current appendices thereto maybe modified by the parties thereto from time to time. Contractor shall be entitled to a change in the contract price due to any such change in wages or fringe benefits under the Site Stabilization Agreement during the term of this Contract.

The requirements of this section are in addition to, and shall not relieve the Contractor of any obligation imposed by other sections or subsections of this Contract.

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, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his 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 in this section. The Contractor agrees to make these records available for inspection by the CO and will permit him to interview employees during working hours on the job.

The Contractor agrees to insert the provisions of this Section in all Subcontracts for the performance of work subject to the Davis-Bacon Act administered by DOE at the DOE's Hanford Site.

H.31 ECM TERMINATION LIABILITY

The Government may terminate the contractor's performance of an installed ECM at any time and pay the amount calculated by multiplying the appropriate factor from the Termination Schedule in Section B times the capital investment amount established for the ECM in Schedule 4 of Section B. Payment of this amount will be complete and final compensation to the Contractor for the termination action. Such action will be pursuant to this special provision. If the Government issues a termination notice pursuant to the authority of a termination clause contained elsewhere in this contract, the provisions of the applicable termination clause shall apply, with the restriction that the compensation to the Contractor will not exceed the amount determined by the calculation method described in this clause. The Government, at its discretion, may acquire title to the installed equipment at any time after an ECM termination action is taken pursuant to this clause.

H.32 ANNUAL ECONOMIC PRICE ADJUSTMENT FOR FUEL

For ECM's that the Contractor provides necessary fuel(s) as part of the contract price, there will be an annual price adjustment review for fuel. The amount of an ECM's price that is associated with the estimated cost of the fuel(s) and an applicable U. S. Bureau of Labor Statistics monthly economic index(es) or other publicly available index specific to the type(s) of fuel(s) will be identified and set forth in the contract. The month and year of the

index(es) value(s) to be used for the first adjustment for the ECM will be indicated in the contract. The index(es) value(s) for September of each year will be compared to the index(es) value(s) at the time that the most recent adjustment in the fuel component of the contract price was made. Because the values of the index(es) may be subject to revision, the values of the index(es) on the subsequent first of November are stipulated as the index(es) values to be used for price adjustment. The price of the ECM will be adjusted either upward or downward to reflect the same percentage change in the fuel component of the ECM's price. The new price will become effective on the subsequent October 1st, but payment at the new price may not be made until the contract has been modified to incorporate the new price.

If for any reason the index(es) values are unobtainable, the Contracting Officer may substitute an alternate method for providing an equitable adjustment of the contract price(s).

Within thirty days of the end of each period for which a specific amount for the fuel component of the ECM price was applicable, the contractor will provide a report which shows the actual price paid for the fuel purchased. If the variance between the percentage change from the preceding period provided by the index(es) and the actual percentage change in the mean delivered unit price for fuel paid by the contractor is more than ten percent, a retroactive lump sum adjustment amount for the period based on the amount of fuel actually purchased will be either paid to the contractor or refunded to the Government.

H.33 ANNUAL ECONOMIC PRICE ADJUSTMENT - FACTORS OTHER THAN FUEL

Elsewhere in this contract there is an Economic Price Adjustment provision for the portion of an ECM's price that is associated with Contractor provided fuel. The construction portion of each ECM's price is not subject to escalation under this provision. However, the remainder of the operations and maintenance portion of each ECM's price will be adjusted annually based on the percentage change in the value of the U.S. Bureau of Labor Statistics' Consumer Price Index of All Items for All Urban Consumers, Western Region, (Series ID CUUR0400SAO). The month and year of the index value to be used for the first adjustment for each ECM will be indicated in the contract. An annual comparison will be made between the index's value for September of each year and the index's value when the most recent change was made in the applicable portion of each ECM's price. Because the values of the index may be subject to revision, the values of the index on the subsequent first of November are stipulated as the index values to be used for price adjustment. The operations and maintenance portion of each ECM's price (excluding the price component associated with fuel) will be adjusted by the same percentage as the percentage change in the index. Any new contract price will be effective on the subsequent October 1st, but payment at the new price may not be made until the contract has been modified to incorporate the new price.

If for any reason the index value is unobtainable, the Contracting Officer may substitute an alternate method for providing an equitable adjustment of the contract price(s).

H.34 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

Outside of the Contractors leased site(s) the Contractor agrees to submit a MSDS (Department of Labor Form OSHA-20), as prescribed in Federal Standard

No. 313C, for all hazardous materials five (5) days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered to locations on the Hanford Site outside of the Contractor leased site(s) under this Contract which will involve exposure to hazardous materials or items containing these materials.

"Hazardous material," as used in this section, is as defined in Federal Standard No. 313C, in effect on the date of this Contract.

Neither the requirements of this section nor any act or failure to act by DOE shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or Subcontractor personnel or property.

On the Hanford Site the Contractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

DOE's rights in data furnished under this Contract with respect to hazardous material are as follows:

- a. To use, duplicate, and disclose any data to which this section is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials; (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for DOE for these purposes.
- b. To use, duplicate, and disclose data furnished under this section, in precedence over any other section of this Contract providing for rights in data.
- c. That DOE is not precluded from using similar or identical data acquired from other sources.
- d. That the data shall not be duplicated, disclosed, or released outside DOE, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this section applies:

"This is furnished under United States Contract No. _____ and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of the _____. This legend shall be marked on any reproduction of this data."

- e. That the Contractor shall not place the legend or any other restrictive legend on any data which (i) the Contractor or any Subcontractor previously delivered to DOE without limitations or (ii) should be delivered without limitations under the conditions specified in the Federal Acquisition Regulation in the clause at 52.227-14, Rights in Data.

The Contractor shall insert this section, with appropriate changes in the designation of the parties, in Subcontracts at any tier (including purchase

designations or Purchase Orders) under this Contract involving hazardous material.

H.35 CONTRACTING OFFICER'S REPRESENTATIVE (COR), TECHNICAL DIRECTION

- a. No order, statement, or conduct of Government personnel who visit the job sites or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract, unless the communication complies with the requirements of this Article.
- b. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the CO, or unless it is written technical direction given by the COR as outlined below:
- c. Performance of the work under this contract shall be subject to the technical direction of the COR.

The term "technical direction" is defined to include, without limitation:

- (1) Directions to the Contractor which shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- d. Technical direction must be within the Statement of Work stated in the contract. The COR does not have the authority to issue any technical direction which:
 - (1) Constitutes an assignment of additional work,
 - (2) Constitutes a change as defined in the Contract Clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, base fee and award fee, or the time required for contract performance;
 - (4) Changes any of the express terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform in accordance with the contract.
 - e. All technical directions shall be issued in writing.

- f. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this Article and within their authority under the provision of this Article.
- g. If, in the opinion of the Contractor, any instruction or direction falls within one of the categories defined in Sections H.35.d (1) through (5), the Contractor shall not proceed and shall immediately notify the CO in writing and shall request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO shall do one of the following:
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes"
 - (2) Inform the Contractor in writing within thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
 - (3) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- h. A failure of the Contractor and CO to agree that the technical direction is within the statement of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause of this contract entitled "Disputes" (See Section I).

H.36 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with the requirements of Executive Order 11246 as stated in Attachment J-6.

H.37 ASSIGNMENT

DOE reserves the right to assign this contract to any federal agency or onsite contractor for contract administration. This assignment in no way changes the contract provisions or requirements. DOE also reserves the right to have the contract returned to the DOE Office for contract administration during the contract period of performance. Written notice will be provide to the contractor if an assignment is made. No claim for additional costs will be considered by reason of any assignment under this provision.

H.38 EARLY REPAYMENT OF PRINCIPAL

The Government may pay the contractor additional amounts for the purpose of accelerating the repayment of the contractor's capital investment and reducing the Government's total costs. Any such additional amounts shall be applied to the principal balance and the contract shall be modified to reflect an appropriate adjustment to the payments required by the applicable Schedule 1 in Section B. In the event the parties fail to agree on the adjustment to be

made, the Contracting Officer may unilaterally modify the contract subject to the provisions of the clause of this contract entitled "Disputes" (See Section I).

H.39 ADJUSTMENT PAYMENTS DUE TO CIRCUMSTANCES BEYOND THE CONTRACTOR'S CONTROL

Elsewhere in this contract are requirements to comply with new or modified State or Federal requirements or regulations. The Service Phase portion (see Section B, Schedule 2) of the annual payments may be adjusted annually based upon new or modified State or Federal requirements or regulations (including taxes) that result in the Contractor expending an additional amount of 5% or more of the Service Phase portion of the individual ECM's annual payment, or \$10,000, whichever is smaller. An adjustment may also be made if new or modified State or Federal requirements or regulations (including taxes) reduce the Contractor's costs by an amount of 5% or more of the Service Phase portion of the individual ECM's annual payment, or \$10,000, whichever is smaller. The actual payment to be made will be negotiated by the parties and established by a bi-lateral contract modification. In the event the parties fail to agree on the adjustment to be made, the Contracting Officer may unilaterally modify the contract subject to the provisions of the clause of this contract entitled "Disputes" (See Section I).

H.40 CONTINGENCY - INSTALLATION PHASE OF ECM NUMBERS 200 AREA ECM #1 AND 300 AREA ECM #1

The Installation Phase amounts of the contract prices for ECM Numbers 200 Area ECM #1 and 300 Area ECM #1 include a combined contingency amount of \$3,500,000. The Contractor is precluded from recovering any claims against the Government related to the Installation Phase of ECM Numbers 200 Area ECM #1 and 300 Area ECM #1 up to the amount of the contingency. The sole exception to this limitation of the Government's liability is claims that are based on direction from the Contracting Officer to comply with Government requirements to provide increased quantities of steam or to provide service to additional Government facilities.