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MLM-MU-91-65-0001

VOLUME II
SOLICITATION PACKAGE
FOR
SOLICITATION NO. 522887-5422
"SITE ELECTRICAL REPLACEMENTS & SUBSTATION"
SUBJECT: 69 KV SUBSTATION

MAY 3, 1991

RECEIVED
JUL 01 1996
OSTI

EG&G MOUND APPLIED TECHNOLOGIES

P.O. BOX 3000

MIAMISBURG, OHIO 45343-3000

513-865-4020

operated for the UNITED STATES DEPARTMENT OF ENERGY

Contract No. DE-AC04-88-DP03495

MASTER

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Solicitation Number 522887-5422
May 16, 1991

ML-1466	03/89	Terms & Conditions -		
		Architect/Engineer	Both	15
ML-2486	04/91	Special Terms & Conditions		
		Construction Contracts	Both	14
ML-2487	07/90	General Provision -		
		Construction Contracts	Both	18
Div. I	4/29/91	Special Contract Reqmts.	Both	27
91-29	3/19/91	General Wage Decision		
		Modification No. 0	Both	5

Solicitation Number 522887-5422
May 16, 1991

SPECIFIC INSTRUCTIONS

NOTE
NUMBER

DESCRIPTION

- 901 The address for mailing of proposals is as follows:

EG&G Mound Applied Technologies, Inc.
PO Box 3000
1 Mound Road
Miamisburg, OH 45343-3000
Attn: Ms. Jane O. Randolph, Mail Zone OSE-3
- 902 Inquiries should be made to Jane O. Randolph at either
the above address or the numbers listed below:
Telephone Number: 513/865-3383
Fax Number: 513/865-5541
- 903 Proposals shall be valid until October 31, 1991.
- 904 NOT USED
- 905 Sellers' proposals must reach the EG&G Contracting
Officer, Ms. Jane Randolph at the address listed in Note
901 no later than 4:00 p.m. Eastern Daylight Time on June
27, 1991. The attached Supplemental Terms and Conditions
No. ML-148-30 entitled "Late Submissions, Modifications
and Withdrawals of Proposals" is applicable to this
solicitation.
- 906 All sellers shall submit their proposals in two (2)
volumes. Volume One will contain each seller's technical
proposal in accordance with the guidelines for technical
proposal preparation and shall respond to each item in
the technical evaluation criteria. PROPOSALS THAT DO NOT
FOLLOW THE FORMAT AS OUTLINED IN "BASIS OF AWARD" MAY
RECEIVE LOWER POINTS AS A RESULT. Volume Two will
contain all cost information and applicable forms and/or
attachments (i.e. Form ML-148-7, bid bond, etc.) required
to be returned with the solicitation and in support of
the technical proposal.
- 907 The seller shall furnish six (6) copies of Volume One,
technical proposal and six (6) copies of the Volume Two
price proposal. Volumes 1 and 2 must be separately
bound.

Solicitation Number 522887-5422
May 16, 1991

- 908 A pre-proposal conference will be conducted on June 10, 1991 at 1:00 p.m. at EG&G Mound Applied Technologies, in the Building 61 Conference Rooms 230/231. A site tour will be conducted immediately afterwards. All persons must be U.S. Citizens and show a picture identification.
- 909 All persons not possessing a Department of Energy "Q" clearance may make arrangements to attend the pre-bid conference and site tour by calling Jane Randolph at the number listed in Note 902 with the full names (including middle initial) of those persons who will be attending no later than 4:00 p.m. on June 6, 1991. Attendance will be limited to two people per company. Failure to make proper arrangements will result in inability to tour the site. No further visits will be scheduled.
- 910 Any explanation desired by a seller regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be submitted in writing to the Jane Randolph ONLY no later than June 3, 1991 at 4:00 p.m. Telephone calls will not be entertained by the Contracting Officer. All responses to questions submitted will be explained to all sellers via a written response from the buyer. Any change to the solicitation or specification requirements which are not minor or administrative in nature will be furnished to ALL prospective sellers. Oral explanations or instructions given by any EG&G representative before an award will not be binding.

GENERAL NOTES

- 911 This solicitation is for the U.S. Department of Energy under Prime Contract No. DE-AC04-88-DP43495 with EG&G Mound Applied Technologies. Ohio Sales or Use taxes are not to be included in the proposal price. Applicable taxes due or owing to the State of Ohio will be paid by the buyer under Direct Payment Permit No. 98-002230. Refer to Form ML-2487, General Provisions, Article 24, "Federal, State & Local Taxes". Sellers are advised that purchases of building and construction materials for incorporation into a structure or improvement to a real property which is accepted for ownership by the United States or one of its agencies are exempt from Ohio Sales and Use taxes.
- 912 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the seller's lack of cost consciousness. Elaborate art work, expensive paper and binding, and expensive visual and other presentation aids are neither necessary nor wanted.
- 913 If a proposal includes data which the seller does not want disclosed to the public for any purpose or used by EG&G Mound for any purpose other than proposal evaluation, he must mark the title page of his proposal with the following legend:
- "This data furnished in response to Request for Proposal No. 522887-5422, shall not be disclosed outside EG&G Mound Applied Technologies or the U. S. Department of Energy and shall not be duplicated, used or disclosed in whole or in part, for any purpose other than proposal evaluation; provided, that if a contract is awarded to this seller as a result of or in connection with the submission of this data, EG&G Mound and DOE shall have the right to duplicate, use, or disclose the data to the extent provided in any contract resulting from its request for proposal. This restriction does not limit the rights of EG&G Mound or DOE to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in page(s)_____ of this proposal."

The seller shall mark each appropriate page of data which he wishes to restrict with the following legend:

"Use or disclosure of proposal data is subject to the restriction of the front of this proposal."

- 914 Sellers submitting the responsive basic proposal may submit alternate proposals as complete separate proposals if the alternate proposal offers technical improvements or modifications which may be of benefit to the Department of Energy. EG&G Mound evaluation personnel will examine these alternate proposals separately but will not be obligated to accept them in lieu of the proposal submitted in response to the established product specifications and requirements. Any alternate proposal, when furnished, shall indicate the differences in equipment and/or services from the specifications. Any alternate proposal shall be furnished as a separate proposal and identified as such and it shall be subject to all of the submittal requirements of the basic proposal (i.e. number of copies, pricing breakdown, etc.).
- 915 All of the seller's pricing and technical proposals and all supporting material submitted in connection with a proposal will become the property of the DOE and will not be subject to return to the seller, but will be retained by EG&G Mound for official record.
- 916 Sellers shall acknowledge receipt of any amendments to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this on the form for submitting an offer; or (c) by letter or telegram. The buyer must receive the acknowledgment by the time specified for receipt of offers.
- 917 Award of contract will be made to the responsive, responsible seller whose offer, conforming to the request for proposal, is most advantageous to buyer, price and other factors considered. Buyer may reject any or all offers or waive any minor informality in offers received.

Solicitation Number 522887-5422
May 16, 1991

- 918 Sellers are cautioned to review carefully all terms, conditions, and specifications of this solicitation prior to submission of the proposal package. EG&G Mound reserves the right to make an award without discussion of proposals received. Therefore, each proposal must be submitted on the most favorable terms, from a price and technical standpoint, which the seller can submit to EG&G Mound.
- 919 Advance or down payments are not permissible on this requirement.
- 920 Failure to fully price this solicitation may result in disqualification.
- 921 Funds have not, as of the date of issuance of this solicitation, been made available to the buyer by the U. S. Department of Energy (DOE) for award of a contract anticipated by this solicitation.
- 922 Sellers are advised that should funds not be made available, it will be necessary to cancel this solicitation. The buyer will not be responsible for any expenses incurred by others in connection with this solicitation.
- 923 The solicitation due date shown in Note 905 of this solicitation is a firm date. All solicitations received after that date may, at the buyer's discretion, be considered non-responsive. Non-responsive solicitations will not be considered.
- 924 The priority rating of DO-E1 is applicable to this solicitation and is certified for National Defense use under the Defense Priorities and Allocation System. The end use of items under this solicitation will be for the United States Department of Energy. The Defense Priorities and Allocation System derives from the Defense Production Act of 1950 and requires that any agreement resulting from this solicitation be placed ahead of other similar commercial business at your facility.

Solicitation Number 522887-5422
May 16, 1991

- 925 The seller shall notify all subcontractors of the rating of the solicitation and its applicability to their efforts.
- 926 Unless otherwise stated herein, this request for proposal is for new equipment.
- 927 ENVIRONMENTAL, SAFETY & HEALTH REGULATIONS: The attention of sellers is invited to the environmental, safety and health regulations for construction issued by the Secretary of Labor in 29 CFR Part 1926 (38 F.R. 21405, dated August 8, 1973) and any subsequent amendments.
- 928 All personnel of the Seller and any subcontractor that enter the Mound plant site to perform any type of construction work shall attend a safety and security orientation covering Mound's operational requirements prior to proceeding with the designated work. To arrange the orientation, Seller shall contact Mound Construction Inspection Supervisor at (513) 865-3756.
- 929 CONDITIONS AFFECTING THE WORK: The seller shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Any failure by the Seller to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Buyer. Neither the Buyer nor the Government assumes any responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations by the Buyer are expressly stated in the contract.

ATTACHMENTS & SUPPLEMENTAL REQUIREMENTS

- 930 Any contract that may result from this request for proposal is subject to the attached standard terms and conditions of purchase as follows:
- Design: Form ML-1466 - Terms & Conditions
Construction: Form ML-2486 - Special Conditions
Form ML-2487 - General Provisions
- 931 The following items/forms must be submitted with the Volume 1, Technical Proposal:
1. Technical Proposal
 2. Safety Information Form including
Safety Plan, Hazardous Communications Plan and
Erosion Control Plan
- 932 The following items/forms must be submitted with the Volume 2, Pricing Proposal:
1. Pricing Proposal
 2. Form ML-148-7, Representations and Certifications
 3. Form ML-148-18, Small Business & Small
Disadvantaged Business Subcontracting Plan (if
applicable)
 4. Form ML-148-32, Certification Statement
Organizational Conflict of Interest
 5. Form ML-148-35, Disclosure of Lobbying Activities
(if applicable)
 6. Form ML-3159, Bid Bond
 7. Form ML-3165, Affidavit of Individual Surety (if
applicable)
 8. Form ML-7083A-E, Lump Sum Estimated Manhours
- 933 BOND REQUIREMENTS: A 20% bid bond is required on the construction portion of this requirement. The bid guarantee shall be in the form of a firm commitment, such as a bid bond furnished by an acceptable U. S. Treasury surety, postal money order, certified check, cashier's check, irrevocable letter of credit, certain bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (a) to the unsuccessful seller as soon as practicable after the determination of contact awardee and (b) to the successful seller upon execution of such further contractual documents and bonds as may be required by the offer as accepted.

Solicitation Number 522887-5422
May 16, 1991

- 934 If the successful seller, upon acceptance of his proposal by the Buyer, within the period specified therein for acceptance, fails to execute further contractual documents, if any, and give such bond(s) as may be required by the terms of the solicitation as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated by default. In such event, he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee be available toward offsetting such difference.
- 935 The construction portion of any resulting contract shall be covered by performance and payment bonds in accordance with Form ML-2486, Special Conditions, Article entitled "Payment and Performance Bonds". Bonds shall be issued by acceptable U. S. Treasury Department sureties.

BASIS OF AWARD

The following is a listing of the evaluation criteria listed in descending order of importance that will be used to evaluate responsible/responsive proposals. Evaluation of the proposals will be based entirely on the contents of the proposals that are submitted. The proposals shall contain extensive technical and pricing information in order to be evaluated. It should not be assumed that any of the evaluators will be aware of the expertise of any of the sellers or any other factor that might be relevant to the selection criteria.

EG&G Mound will select the best overall proposal, based on technical capabilities, price, managerial capabilities, construction management capabilities and schedule. In so doing, EG&G Mound Contracting reserves the right to award a contract at other than the lowest price or the highest technical excellence.

The sellers are required to address all areas in the sequence as listed in the evaluation criteria when submitting their written proposal. Proposals will be evaluated on a point system by an evaluation committee selected by the buyer. PROPOSALS THAT DO NOT FOLLOW THE FORMAT AS OUTLINED BELOW MAY BE CONSIDERED AS NON-RESPONSIVE OR RECEIVE LOWER POINTS AS A RESULT.

It is anticipated that the EG&G evaluation team may elect to visit the prospective sellers' facilities and/or construction sites to assist in this evaluation OR have the seller's team come to the EG&G facility to answer any pertinent question.

In order to be considered responsive, sellers must furnish a proposal for all elements/services/equipment as stated in the solicitation documents.

1. TECHNICAL CAPABILITIES (VOLUME NO. 1):

A. Recent experience in medium voltage substation design and construction.

- 1) Identify applicable experience in medium voltage installations (within the past five (5) years).
- 2) Provide a minimum of three (3) references including: location; completion date; contact; telephone number and dollar amount. All contacts shall be those that have direct knowledge and "hands-on" experience with your performance on the subject project.

- 3) Provide a complete list of proposed design team members and their professional resumes (either in prose or on standard forms 254 and/or 255).

B. System & Equipment Design Capability & System Integration.

- 1) Describe the technical approach that will be used in the design and integration of the complete system.
- 2) Provide a detailed summary of equipment integration (i.e. 69 KV primary to 15 KV secondary, protective devices, 15 KV switchgear lineup, energy efficiency, system maintainability, etc.).
- 3) Provide a detailed listing and specifications of equipment that is expected to be utilized.

C. Architectural Experience

- 1) Provide recent experience in architectural support of a major design project.
- 2) List proposed personnel and their architectural capabilities/experience.

D. Civil/Structural Engineering Capabilities

- 1) Provide recent experience in civil/structural support of a major design project.
- 2) List proposed personnel and their civil/structural capabilities/experience.

E. Drafting/CAD Capabilities - IGES Format

- 1) Provide a description of drafting capabilities (i.e. ability to provide drawings in IGES format, CAD experience for a major design project, and customer references on experience of drafters).

2. PRICE (VOLUME 2)

- A. Provide breakdown of prices in the format provided. Failure to fully complete the breakdown may result in determination of proposal as being non-responsive. Refer to Note 914 for details on treatment of alternate proposals.

3. MANAGERIAL CAPABILITIES (VOLUME 1)

A. Project Management Experience & Qualifications of Proposed Management Team

- 1) Describe management approach (i.e. organization of the company and design team, project management experience) that will be taken for this project.
- 2) Define applicable experience as related to the proposed management team.
- 3) Identify management team members dedicated to the project.
- 4) Identify design team members dedicated to the project.

B. Application of Independent Quality Control Program(s)

- 1) Identify applicable quality assurance program(s) experience (i.e. organizational location of QA personnel, organizational relationship to project manager, and experience of QA personnel).
- 2) Define proposed quality assurance certification program and procedures (i.e. internal peer review, drawing reviews, equipment certifications, etc.).
- 3) Define proposed QA plan for the control of excess material and disposal of waste.
- 4) Define QA lines of authority.

C. Experience in Working with a Public Utility

- 1) Define applicable experience in joint venture with a public utility.

May 16, 1991

- 2) Address proposed plan for coordination with public utility.
- 3) Identify proposed team members that would be designated as prime contacts with public utility.

4. CONSTRUCTION MANAGEMENT (VOLUME 1)

A. Previous Construction Management Experience

- 1) Define continuity between design and construction team (i.e. organizational chart of construction management team).
- 2) Identify construction management experience in similar medium voltage projects.
- 3) Describe approach to managing project (i.e. change order procedures, procurement methodology, reporting system). Describe approach to limiting tiering of overhead and profit rates for subcontracted work. Include proposed overhead/burden and profit rates for both the design and construction phases.
- 4) Identify primary construction project contacts.

B. Environmental, Safety, and Health Programs and Plans

- 1) Define safety procedures and controls for working with medium voltage systems.
- 2) Address environmental, safety and health plans. Provide copies of safety plans and hazardous communications plans in this section.
- 3) Address erosion control techniques.

C. Equipment Testing and Acceptance Program

- 1) Define proposed testing program(s) for 15 KV cable, 69 KV substation and switchgear.
- 2) Define proposed acceptance program(s) for 15 KV cable, 69 KV substation, switchgear, and system commissioning.

Solicitation Number 522887-5422
May 16, 1991

D. Commissioning Plan/Training

- 1) Identify proposed pre-startup training program for EG&G personnel.
- 2) Provide schedule for startup sequence of events.
- 3) Define proposed commissioning plan.

5. SCHEDULE (VOLUME 1)

- A. Provide a bar chart schedule using the proposed program element provided in Appendix C of the Design Criteria. Provide details as to how the schedule will be monitored, updated and maintained during the life of the contract.

Solicitation Number 522887-5422
May 16, 1991

PRICING BREAKDOWN
INSTRUCTIONS

Include the following items in each category:

A. ENGINEERING AND DESIGN

Complete Form ML-7083A-E and transfer totals here. Complete columns as applicable. Inspection of construction workmanship, materials and equipment and reports on their conformity or nonconformity to the approved drawings and specifications will be handled by EG&G personnel.

B. CONSTRUCTION:

1. Improvements to Land

Include pricing for site preparation, site excavation, paving, grass and landscaping.

2. Substation Building

Include structural, mechanical, electrical and fire protection systems.

3. 69 KV Switchyard

Include structural, cable installation, grounding grid, fire protection, area lighting, permanent fencing, temporary fencing, concrete wall and other miscellaneous items as necessary.

4. Underground Duct Banks

Include trenching and backfill, raceways, concrete encasements, manholes, 15 kv cable and other miscellaneous items as necessary.

5. Miscellaneous

Include modifications to DP&L equipment, mobilization and demobilization for the overall project, miscellaneous demolition as necessary.

6. Construction Support

Include construction management, project management, project support, testing & training, and the relay coordination study.

Solicitation Number 522887-5422
May 16, 1991

7. Equipment

Include pricing for 15KV switchgear, 69KV circuit switchers, 18 MVA transformers, neutral grounding resistors, fused disconnect switches, and other miscellaneous equipment as necessary.

8. Items Not Covered Elsewhere

Include any items that are not included elsewhere.

9. Bonding

Include bonding percentage and total amount.

10. Total Project Price

Calculate the total project price for both material and labor.

C. ALTERNATES

Include pricing for a 750 MVA braced switchgear and a total 750 MVA switchgear.

SOLICITATION NO. 522887-5422

MAY 16, 1991

PRICING BREAKDOWN

A. ENGINEERING, DESIGN & INSPECTION

TITLE I	TITLE II	TITLE III	TOTAL
\$ _____	\$ _____	\$ _____	\$ _____

TAKEOFF QUANTITY	TOTAL MATERIAL	TOTAL LABOR	TOTAL DOLLARS
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B. CONSTRUCTION

1. IMPROVEMENTS TO LAND

a. Site Preparation	_____/LS	\$ _____	\$ _____	\$ _____
b. Site Excavation	_____/LS	\$ _____	\$ _____	\$ _____
c. Paving-Roads	_____/LS	\$ _____	\$ _____	\$ _____
d. Grass & Landscaping	_____/LS	\$ _____	\$ _____	\$ _____

SUB-TOTAL		\$ _____	\$ _____	\$ _____
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2. SUBSTATION BUILDING

a. Structural	_____/LS	\$ _____	\$ _____	\$ _____
b. Mechanical	_____/LS	\$ _____	\$ _____	\$ _____
c. Electrical	_____/LS	\$ _____	\$ _____	\$ _____
d. Fire Protection	_____/LS	\$ _____	\$ _____	\$ _____

SUB-TOTAL		\$ _____	\$ _____	\$ _____
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3. 69 KV SWITCHYARD

a. Structural	_____/LS	\$ _____	\$ _____	\$ _____
b. Cable/Installation	_____/LS	\$ _____	\$ _____	\$ _____
c. Grounding Grid	_____/LS	\$ _____	\$ _____	\$ _____
d. Fire Protection	_____/LS	\$ _____	\$ _____	\$ _____
e. Area Lighting	_____/LS	\$ _____	\$ _____	\$ _____
f. Fence-Permanent	_____/LS	\$ _____	\$ _____	\$ _____
g. Fence-Temporary	_____/LS	\$ _____	\$ _____	\$ _____
h. Concrete Wall	_____/LS	\$ _____	\$ _____	\$ _____
i. Miscellaneous	_____/LS	\$ _____	\$ _____	\$ _____

SUB-TOTAL		\$ _____	\$ _____	\$ _____
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4. UNDERGROUND DUCT BANKS

a. Trenching/Backfill	_____/LS	\$ _____	\$ _____	\$ _____
b. Raceways	_____/LS	\$ _____	\$ _____	\$ _____
c. Concrete Encasements	_____/LS	\$ _____	\$ _____	\$ _____
d. Manholes	_____/LS	\$ _____	\$ _____	\$ _____
e. 15 KV Cable	_____/LS	\$ _____	\$ _____	\$ _____
f. Miscellaneous	_____/LS	\$ _____	\$ _____	\$ _____

SUB-TOTAL		\$ _____	\$ _____	\$ _____
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5. MISCELLANEOUS

a. DP&L Equipment Mods. _____/LS \$ _____ \$ _____ \$ _____
 b. Mobilization/Demobilization _____/LS \$ _____ \$ _____ \$ _____
 c. Misc. Demolition _____/LS \$ _____ \$ _____ \$ _____

SUB-TOTAL \$ _____ \$ _____ \$ _____

6. CONSTRUCTION SUPPORT

a. Constr. Management _____/LS \$ _____ \$ _____ \$ _____
 b. Project Management _____/LS \$ _____ \$ _____ \$ _____
 c. Project Support _____/LS \$ _____ \$ _____ \$ _____
 d. Testing and Training _____/LS \$ _____ \$ _____ \$ _____
 e. Relay Coordination Study _____/LS \$ _____ \$ _____ \$ _____

SUB-TOTAL \$ _____ \$ _____ \$ _____

7. EQUIPMENT PRICING

a. 15 KV switchgear _____/EA \$ _____ \$ _____ \$ _____
 b. 69 KV circuit switchers _____/EA \$ _____ \$ _____ \$ _____
 c. 18 MVA transformers _____/EA \$ _____ \$ _____ \$ _____
 d. Neutral grounding resistors _____/EA \$ _____ \$ _____ \$ _____
 e. Fused Disconnect Switchers _____/EA \$ _____ \$ _____ \$ _____
 f. Miscellaneous Equipment _____/LS \$ _____ \$ _____ \$ _____

SUB-TOTAL \$ _____ \$ _____ \$ _____

8. ITEMS NOT COVERED ELSEWHERE

(Specify)

a. _____/LS \$ _____ \$ _____ \$ _____
 b. _____/LS \$ _____ \$ _____ \$ _____
 c. _____/LS \$ _____ \$ _____ \$ _____
 d. _____/LS \$ _____ \$ _____ \$ _____
 e. _____/LS \$ _____ \$ _____ \$ _____
 f. _____/LS \$ _____ \$ _____ \$ _____

SUB-TOTAL \$ _____ \$ _____ \$ _____

9. BONDING

a. _____% \$ _____

TOTAL PROJECT PRICING \$ _____ \$ _____ \$ _____

C. ALTERNATES:

1. 750 MVA Braced Switchgear _____/LS \$ _____ \$ _____ \$ _____
 2. Total 750 MVA Switchgear _____/LS \$ _____ \$ _____ \$ _____

Please note if pricing is additive or deductive.

REQUIRED SAFETY INFORMATION
CONSTRUCTION CONTRACTS

INVITATION FOR BID NO.: _____
CONTRACTOR NAME: _____
ADDRESS: _____
DATE: _____
SIGNATURE: _____

The Bidder is required to supply the following information as part of their bid documents. Failure to supply this information may result in the bid being declared non-responsive. A bid may also be declared non-responsive if the Safety Program or Hazards Communication Program do not meet minimum standards.

A. WORKMAN'S COMPENSATION EXPERIENCE MODIFICATION RATING (FOR THE PAST THREE (3) YEARS):

	19__	19__	19__
1. Intersate Rating:	_____	_____	_____
2. Intrastate Rating:	_____	_____	_____
3. Monopolistic State Fund:	_____	_____	_____

*These data should be obtained from the contractor's Workman's Compensation Insurance Carrier. Complete all items in this category that are applicable.

B. OSHA RECORDABLE INJURY INCIDENCE RATES:

Provide rates per 200,000 hours per year worked for the past 3 years. _____

C. OSHA LOST WORKDAY CASE INCIDENCE RATES:

Provide rates per 200,000 hours per year worked for the past 3 years. _____

D. OSHA OCCUPATIONAL INJURIES & ILLNESSES ANNUAL SURVEY FORM:

Attach form for the latest calendar year available.

E. FORMAL WRITTEN SAFETY PROGRAM:

Attach program or outline.

F. FORMAL WRITTEN HAZARDOUS COMMUNICATIONS PROGRAM:

Attach program or outline.

STANDARD
FORM (SF)

254

Architect-Engineer and Related Services Questionnaire

Form Approved
OMB No. 9000-0004

Purpose:

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire" is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

Definitions:

"Architect-engineer and related services" are those professional services associated with research, development, design and construction, alteration, or repair of real property, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals, and other related services.

"Parent Company" is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire; i.e. Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"Discipline", as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

"Consultant", as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

"Prime" refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be

regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

"Branch Office" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

Instructions for Filing (Numbers below correspond to numbers contained in form):

1. Type accurate and complete name of submitting firm, its address, and zip code.

1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)

2. Provide date the firm was established under the name shown in question 1.

3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.

4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.)

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Women-owned. (See 48 CFR 19.101 and 62.219-9).

5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest tier owner.

5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.

6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.

7. Beginning with the submitting office, list name, location, total number of personnel and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.

7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)

8. Show total number of employees, by discipline, in submitting office. (If form is being submitted by main or headquarters office, firm should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines—sociologists, biologists, etc.—and number of people in each, in blank spaces.

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to

STANDARD
FORM (SF)

254

Architect-Engineer
and Related Services
Questionnaire

reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects; and (c) all other foreign work.

Ranges of Professional Services Fees

INDEX

1. Less than \$100,000
2. \$100,000 to \$250,000
3. \$250,000 to \$500,000
4. \$500,000 to \$1 million

INDEX

5. \$1 million to \$2 million
6. \$2 million to \$5 million
7. \$5 million to \$10 million
8. \$10 million or greater

10. Select and enter, in numerical sequence, not more than thirty (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. Carefully review list. (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has one or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing must accompany the complete SF 254 when submitted to the Federal agencies.

11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a maximum of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (New firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

NEW FIRMS (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employ of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

**Experience Profile Code Numbers
for use with questions 10 and 11**

001 Acoustics; Noise Abatement
002 Aerial Photogrammetry
003 Agricultural Development; Grain Storage;
Farm Mechanization
004 Air Pollution Control
005 Airports; Navals; Airport Lighting;
Aircraft Fueling
006 Airports; Terminals & Hangars; Freight
Handling
007 Arctic Facilities
008 Auditoriums & Theatres
009 Automation; Controls; Instrumentation
010 Barracks; Dormitories
011 Bridges
012 Cemeteries (*Planning & Relocation*)
013 Chemical Processing & Storage
014 Churches; Chapels
015 Codes; Standards; Ordinances
016 Cold Storage; Refrigeration; Fast Freeze
017 Commercial Buildings (*low rise*);
Shopping Centers
018 Communications Systems; TV;
Microwave
019 Computer Facilities; Computer Service
020 Conservation and Resource
Management
021 Construction Management
022 Corrosion Control; Cathodic Protection;
Electrolysis
023 Cost Estimating
024 Dams (*Concrete; Arch*)
025 Dams (*Earth; Rock*); Dikes; Levees
026 Desalinization (*Process & Facilities*)
027 Dining Halls; Clubs; Restaurants
028 Ecological & Archaeological
Investigations
029 Educational Facilities; Classrooms
030 Electronics
031 Elevators; Escalators; People-Movers
032 Energy Conservation; New Energy
Sources
033 Environmental Impact Studies;
Assessments or Statements
034 Fallout Shelters; Blast-Resistant Design
035 Field Houses; Gyms; Stadiums
036 Fire Protection
037 Fisheries; Fish Ladders
038 Forestry & Forest Products
039 Garages; Vehicle Maintenance Facilities;
Parking Decks
040 Gas Systems (*Propane; Natural, Etc.*)
041 Graphic Design

042 Harbors; Jetties; Piers; Ship Terminal
Facilities
043 Heating; Ventilating; Air Conditioning
044 Health Systems Planning
045 Highrise; Air-Rights-Type Buildings
046 Highways; Streets; Airfield Paving;
Parking Lots
047 Historical Preservation
048 Hospital & Medical Facilities
049 Hotels; Motels
050 Housing (*Residential, Multi-Family;
Apartments; Condominiums*)
051 Hydraulics & Pneumatics
052 Industrial Buildings; Manufacturing Plants
053 Industrial Processes; Quality Control
054 Industrial Waste Treatment
055 Interior Design; Space Planning
056 Irrigation; Drainage
057 Judicial and Courtroom Facilities
058 Laboratories; Medical Research
Facilities
059 Landscape Architecture
060 Libraries; Museums; Galleries
061 Lighting (*Interiors; Display; Theatre, Etc.*)
062 Lighting (*Exteriors; Streets; Memorials;
Athletic Fields, Etc.*)
063 Materials Handling Systems; Conveyors;
Sorters
064 Metallurgy
065 Microclimatology; Tropical Engineering
066 Military Design Standards
067 Mining & Mineralogy
068 Missile Facilities (*Silos; Fuels; Transport*)
069 Modular Systems Design; Pre-Fabricated
Structures or Components
070 Naval Architecture; Off-Shore Platforms
071 Nuclear Facilities; Nuclear Shielding
072 Office Buildings; Industrial Parks
073 Oceanographic Engineering
074 Ordnance; Munitions; Special Weapons
075 Petroleum Exploration; Refining
076 Petroleum and Fuel (*Storage and
Distribution*)
077 Pipelines (*Cross-Country—Liquid & Gas*)
078 Planning (*Community, Regional,
Areawide and State*)
079 Planning (*Site, Installation, and Project*)
080 Plumbing & Piping Design
081 Pneumatic Structures; Air-Support
Buildings
082 Postal Facilities
083 Power Generation; Transmission;
Distribution
084 Prisons & Correctional Facilities
085 Product, Machine & Equipment Design

086 Radar; Sonar; Radio & Radar
Telescopes
087 Railroad; Rapid Transit
088 Recreation Facilities (*Parks, Marinas,
Etc.*)
089 Rehabilitation (*Buildings; Structures;
Facilities*)
090 Resource Recovery; Recycling
091 Radio Frequency Systems & Shieldings
092 Rivers; Canals; Waterways; Flood
Control
093 Safety Engineering; Accident Studies;
OSHA Studies
094 Security Systems; Intruder & Smoke
Detection
095 Seismic Designs & Studies
096 Sewage Collection, Treatment and
Disposal
097 Soils & Geologic Studies; Foundations
098 Solar Energy Utilization
099 Solid Wastes; Incineration; Land Fill
100 Special Environments; Clean Rooms,
Etc.
101 Structural Design; Special Structures
102 Surveying; Platting; Mapping; Flood Plain
Studies
103 Swimming Pools
104 Storm Water Handling & Facilities
105 Telephone Systems (*Rural; Mobile;
Intercom, Etc.*)
106 Testing & Inspection Services
107 Traffic & Transportation Engineering
108 Towers (*Self-Supporting & Guyed
Systems*)
109 Tunnels & Subways
110 Urban Renewals; Community
Development
111 Utilities (*Gas & Steam*)
112 Value Analysis; Life-Cycle Costing
113 Warehouses & Depots
114 Water Resources; Hydrology; Ground
Water
115 Water Supply, Treatment and Distribution
116 Wind Tunnels; Research/Testing
Facilities Design
117 Zoning; Land Use Studies
201 _____
202 _____
203 _____
204 _____
205 _____

STANDARD FORM (SF) 254 Architect-Engineer and Related Services Questionnaire	1. Firm Name / Business Address:		2. Year Present Firm Established:	3. Date Prepared:																																
	1a. Submittal is for ☐ Parent Company ☐ Branch or Subsidiary Office		4. Specify type of ownership and check below, if applicable.																																	
			☐ A. Small Business ☐ B. Small Disadvantaged Business ☐ C. Woman-owned Business																																	
5. Name of Parent Company, if any:		5a. Former Parent Company Name(s), if any, and Year(s) Established:																																		
6. Names of not more than Two Principals to Contact: Title / Telephone 1) 2)																																				
7. Present Offices: City / State / Telephone / No. Personnel Each Office			7a. Total Personnel _____																																	
8. Personnel by Discipline: (List each person only once, by primary function) <table border="0" style="width: 100%;"> <tr> <td>___ Administrative</td> <td>___ Electrical Engineers</td> <td>___ Oceanographers</td> <td>_____</td> </tr> <tr> <td>___ Architects</td> <td>___ Estimators</td> <td>___ Planners: Urban/Regional</td> <td>_____</td> </tr> <tr> <td>___ Chemical Engineers</td> <td>___ Geologists</td> <td>___ Sanitary Engineers</td> <td>_____</td> </tr> <tr> <td>___ Civil Engineers</td> <td>___ Hydrologists</td> <td>___ Soils Engineers</td> <td>_____</td> </tr> <tr> <td>___ Construction Inspectors</td> <td>___ Interior Designers</td> <td>___ Specification Writers</td> <td>_____</td> </tr> <tr> <td>___ Draftsmen</td> <td>___ Landscape Architects</td> <td>___ Structural Engineers</td> <td>_____</td> </tr> <tr> <td>___ Ecologists</td> <td>___ Mechanical Engineers</td> <td>___ Surveyors</td> <td>_____</td> </tr> <tr> <td>___ Economists</td> <td>___ Mining Engineers</td> <td>___ Transportation Engineers</td> <td>_____</td> </tr> </table>					___ Administrative	___ Electrical Engineers	___ Oceanographers	_____	___ Architects	___ Estimators	___ Planners: Urban/Regional	_____	___ Chemical Engineers	___ Geologists	___ Sanitary Engineers	_____	___ Civil Engineers	___ Hydrologists	___ Soils Engineers	_____	___ Construction Inspectors	___ Interior Designers	___ Specification Writers	_____	___ Draftsmen	___ Landscape Architects	___ Structural Engineers	_____	___ Ecologists	___ Mechanical Engineers	___ Surveyors	_____	___ Economists	___ Mining Engineers	___ Transportation Engineers	_____
___ Administrative	___ Electrical Engineers	___ Oceanographers	_____																																	
___ Architects	___ Estimators	___ Planners: Urban/Regional	_____																																	
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___ Draftsmen	___ Landscape Architects	___ Structural Engineers	_____																																	
___ Ecologists	___ Mechanical Engineers	___ Surveyors	_____																																	
___ Economists	___ Mining Engineers	___ Transportation Engineers	_____																																	
9. Summary of Professional Services Fees Received (insert index number) <table border="0" style="width: 100%;"> <tr> <td></td> <td colspan="5">Last 5 Years (most recent year first)</td> </tr> <tr> <td></td> <td>19____</td> <td>19____</td> <td>19____</td> <td>19____</td> <td>19____</td> </tr> <tr> <td>Direct Federal contract work, including overseas</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>All other domestic work</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>All other foreign work*</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>				Last 5 Years (most recent year first)						19____	19____	19____	19____	19____	Direct Federal contract work, including overseas	_____	_____	_____	_____	_____	All other domestic work	_____	_____	_____	_____	_____	All other foreign work*	_____	_____	_____	_____	_____	Ranges of Professional Services Fees Index 1. Less than \$100,000 2. \$100,000 to \$250,000 3. \$250,000 to \$500,000 4. \$500,000 to \$1 million 5. \$1 million to \$2 million 6. \$2 million to \$5 million 7. \$5 million to \$10 million 8. \$10 million or greater			
	Last 5 Years (most recent year first)																																			
	19____	19____	19____	19____	19____																															
Direct Federal contract work, including overseas	_____	_____	_____	_____	_____																															
All other domestic work	_____	_____	_____	_____	_____																															
All other foreign work*	_____	_____	_____	_____	_____																															
*Firms interested in foreign work, but without such experience, check here: ☐																																				

10. Profile of Firm's Project Experience, Last 5 Years

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1)			11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			14)			24)		
5)			15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

11. Project Examples, Last 5 Years

Profile Code	"P", "C", "JV", or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
		1			
		2			
		3			
		4			
		5			
		6			
		7			

		20			
		21			
		22			
		23			
		24			
		25			
		26			
		27			
		28			
		29			
		30			
12. The foregoing is a statement of facts			Date:		
Signature: _____			Typed Name and Title: _____		

STANDARD
FORM (SF)

255

Architect-Engineer
and Related Services
Questionnaire for
Specific Project

Form Approved
OMB No. 3090-0029

Purpose:

This form is a supplement to the "Architect-Engineer and Related Services Questionnaire" (SF 254). Its purpose is to provide additional information regarding the qualifications of interested firms to undertake a specific Federal A-E project. Firms, or branch offices of firms, submitting this form should enclose (or already have on file with the appropriate office of the agency) a current (within the past year) and accurate copy of the SF 254 for that office.

The procurement official responsible for each proposed project may request submission of the SF 255 "Architect-Engineer and Related Services Questionnaire for Specific Project" in accord with applicable civilian and military procurement regulations and shall evaluate such submissions, as well as related information contained on the Standard Form 254 and any other performance data on file with the agency, and shall select firms for subsequent discussions leading to contract award in conformance with Public Law 92-582. This form should only be filed by an architect-engineer or related services firm when requested to do so by the agency or by a public announcement. Responses should be as complete and accurate as possible, contain data relative to the specific project for which you wish to be considered, and should be provided, by the required due date, to the office specified in the request or public announcement.

This form will be used only for the specified project. Do not refer to this submittal in response to other requests or public announcements.

Definitions:

"Architect-engineer and related services" are those professional services associated with research, development, design and construction, alteration, or repair of real property, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals, and other related services.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"Discipline", as used in this questionnaire, refers to the primary technical capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Joint Venture", is a collaborative undertaking of two or more firms or individuals for which the participants are both jointly and individually responsible.

"Key Persons, Specialists, and Individual Consultants", as used in this questionnaire, refer to individuals who will have major project responsibility or will provide unusual or unique capabilities for the project under consideration.

Instructions for Filing (Numbers below correspond to numbers contained in form):

- 1 Give name and location of the project for which this form is being submitted.
- 2 Provide appropriate data from the Commerce Business Daily (CBD) identifying the particular project for which this form is being filed.
 - 2a Give the date of the Commerce Business Daily in which the project announcement appeared or indicate "not applicable" (N/A) if the source of the announcement is other than the CBD.
 - 2b Indicate Agency identification or contract number as provided in the CBD announcement.
- 3 Show name and address of the individual or firm (or joint venture) which is submitting this form for the project.
 - 3a List the name, title, and telephone number of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
 - 3b Give the address of the specific office which will have responsibility for performing the announced work.
- 4 Insert the number of personnel by discipline presently employed (on date of this form) at office specified in block 3b. While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines—sociologists, biologists, etc.—and number of people in each in blank spaces.
- 5 Answer only if this form is being submitted by a joint venture of two or more collaborating firms. Show the names and addresses of all individuals or organizations expected to be included as part of the joint venture and describe their particular areas of anticipated responsibility, (i.e., technical disciplines, administration, financial, sociological, environmental, etc.).
 - 5a Indicate, by checking the appropriate box, whether this particular joint venture has worked together on other projects.

STANDARD
FORM (SF)

255

Architect-Engineer and Related Services Questionnaire for Specific Project

Standard Form 255
General Services Administration,
Washington, D. C. 20405
Fed. Proc. Reg. (41 CFR) 1-16 . 803
Armed Svc. Proc. Reg. 18-403

Each firm participating in the joint venture should have a Standard Form 254 on file with the contracting office receiving this form. Firms which do not have such forms on file should provide same immediately along with a notation at the top of page 1 of the form regarding their association with this joint venture submittal.

6. If respondent is not a joint venture, but intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, he should provide names and addresses of all such individuals or firms, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. If more than eight outside consultants or associates are anticipated, attach an additional sheet containing requested information.

7. Regardless of whether respondent is a joint venture or an independent firm, provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization, if any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two Ph.D.'s, list both), the year received and the particular technical/professional discipline which that individual will bring to the project, (f) if registered as an architect, engineer, surveyor, etc., show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states, and (g) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, relevant foreign language capabilities, etc. Please limit synopsis of experience to directly relevant information.

8. List up to ten projects which demonstrate the firm's or joint venture's competence to perform work similar to that likely to be required on this project. The more recent such projects, the better. Prime consideration will be given to

projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) brief description of type and extent of services provided for each project (submissions by joint ventures should indicate which member of the joint venture was the prime on that particular project and what role it played), (c) name and address of the owner of that project (if Government agency, indicate responsible office), (d) completion date (actual when available, otherwise estimated), (e) total construction cost of completed project (or where no construction was involved, the approximate cost of your work) and that portion of the cost of the project for which the named firm was responsible.

9. List only those projects which the A-E firm or joint venture, or members of the joint venture, are currently performing under direct contract with an agency or department of the Federal Government. Exclude any grant or loan projects being financed by the Federal Government but being performed under contract to other non Federal governmental entities. Information provided under each heading is similar to that requested in the preceding item 8, except for (d) "Percent Complete." Indicate in this item the percentage of A-E work completed upon filing this form.

10. Through narrative discussion, show reason why the firm or joint venture submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by a firm or individuals for similar work, required security clearances, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs which best demonstrate design capabilities of the team proposed for this project.

11. Completed forms should be signed by the chief executive officer of the joint venture (thereby attesting to the concurrence and commitment of all members of the joint venture), or by the architect-engineer principal responsible for the conduct of the work in the event it is awarded to the organization submitting this form. Joint ventures selected for subsequent discussions regarding this project must make available a statement of participation signed by a principal of each member of the joint venture. ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.

STANDARD FORM 255 (Rev. 10-11-20)

6. If respondent is not a joint-venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).		
Name & Address	Specialty	Worked with Prime before (Yes or No)
2)		
3)		
4)		
5)		
6)		
7)		
8)		

STANDARD FORM 253 (Rev. 10-67)

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm _____ With Other Firms _____	d. Years experience: With This Firm _____ With Other Firms _____
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Years / Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm ____ With Other Firms ____	d. Years experience: With This Firm ____ With Other Firms ____
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Years / Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm ____ With Other Firms ____	d. Years experience: With This Firm ____ With Other Firms ____
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Years / Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm ____ With Other Firms ____	d. Years experience: With This Firm ____ With Other Firms ____
e. Education: Degree(s) / Year / Specialization	e. Education: Degree(s) / Years / Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which Firm was/is responsible
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name & Address	d. Percent complete	e. Estimated Cost (in Thousands)	
				Entire Project	Work for which firm is responsible

STANDARD FORM 255 (Rev. 10-59)

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

11. The foregoing is a statement of facts.

Date:

Signature: _____, Typed Name and Title: _____

Supplemental Terms and Conditions
No. 1

EG&G MOUND APPLIED TECHNOLOGIES, INC.

Date _____

Attachment to and part of:

Purchase Order No. _____

Change Order No. _____

(SUPPLIER)

The following conditions shall be applicable to work performed by the Seller on the Buyer's and/or Government's premises.

INSURANCE

- (a) The Seller shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Seller shall certify to the Buyer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Buyer or Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until thirty (30) days after the insurer or the Seller gives written notice to the Buyer, whichever period is longer.
- (c) The Seller shall insert the substance of this article, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. At least two (2) days before entry of each such subcontractor's personnel on the Government installation, the Seller shall furnish (or ensure that there has been furnished) to the Buyer a current certificate of insurance, meeting the requirements of paragraph (b) above, for each such subcontractor.

U. S. CITIZENSHIP

Employees of the Seller or subcontractors assigned to perform work on the plant site must be of United States citizenship.

ORIENTATION OF SELLER'S PERSONNEL FOR WORK PERFORMED ON PLANT SITE

All personnel of the Seller that enter the Mound plant site to perform any type of construction or service work shall attend a safety & security orientation covering Mound's operational requirements prior to proceeding with the designated work. To arrange for the orientation, Seller shall contact Mound's Construction Inspection Supervisor at (513) 865-3756.

SAFETY, HEALTH AND FIRE PROTECTION

The Seller shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of employees and of members of the public and shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of the Buyer or the Department of Energy (DOE). The Buyer shall notify the Seller, in writing, of any non-compliance with the provisions of the article and the corrective actions to be taken. After receipt of such notice, the Seller shall immediately take corrective action. In the event the Seller fails to comply with said regulations or requirements of DOE, the Buyer may, without prejudice to any other legal or contractual rights of the Buyer or DOE, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Buyer. The Seller shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

WORKMANSHIP

All work under this order shall be performed in a skillful and workmanlike manner. The Buyer may, in writing, require the Seller to remove from the work any employee the Buyer deems incompetent, careless, or otherwise objectionable.

OTHER CONTRACTS

The Buyer or the Government may undertake or award other contracts or subcontracts for additional work, and the Seller shall fully cooperate with such other contractors or subcontractors and Government employees and carefully fit his own work to such additional work as may be directed by the Buyer. The Seller shall not commit or permit any act which will interfere with the performance of work by any other contractor or subcontractor or by Government employees.

SUPERINTENDENCY BY SELLER

The Seller, at all times during performance and until the work is completed and accepted, shall give his personal superintendency to the work or have on the work a competent superintendent, satisfactory to the Buyer and with authority to act for the Seller.

PERMITS AND RESPONSIBILITIES

The Seller shall, without additional expense to the Buyer or the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction which therefore may have been accepted.

CONDITIONS AFFECTING THE WORK

The Seller shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Any failure by the Seller to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Buyer. Neither the Buyer nor the Government assumes any responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations by the Buyer are expressly stated in the contract.

EG&G-MOUND APPLIED TECHNOLOGIES, INC.
P.O. BOX 3000
MIAMI BEACH, OHIO 45343-3000

SUPPLIER: _____
LOCATION: _____
SOLICITATION: _____
DATE: _____

REPRESENTATIONS AND CERTIFICATIONS

(Applicable to solicitations of \$10,000 and above, except when otherwise noted)

REPRESENTATIONS (Check or complete all applicable boxes or blocks)

1. WALSH-HEALY PUBLIC CONTRACTS ACT REPRESENTATION

The offeror represents as a part of this offer that the offeror
() is or, () is not a regular dealer in, or () is or () is
not manufacturer of the supplies offered.

2. TYPE OF BUSINESS ORGANIZATION

The offeror or quoter, by checking the applicable box, represents that it
operates as () a corporation incorporated under the laws of the State
of _____, () an individual, () a partnership, () a nonprofit
organization, or a () joint venture.

3. LABOR SURPLUS

The offeror or bidder () is () is not a labor surplus concern.

4. CONTINGENT FEE REPRESENTATION AND AGREEMENT

(a) He () has, () has not, employed or retained any company or person (other
than a full-time bona fide employee working solely for the offeror, to
solicit or secure this subcontract, and (b) he () has, () has not, paid
or agreed to pay any company or person (other than a full-time bona fide
employee working solely for the offeror) any commission, percentage or
brokerage or other fee, contingent upon or resulting from the award of this
subcontract; and agrees to provide information relating to (a) and (b) above
as requested by the Buyer. (For interpretation of the representation,
including the term "bona fide employee," see Code of Federal Regulations,
Title 48, Subpart 3.4.)

5. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract
subject either to the Equal Opportunity Article of this solicitation, the
article originally contained in Section 310 of Executive Order No. 10925, or
the article contained in Section 201 of Executive Order No. 11114;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed
by proposed subcontractors, will be obtained before subcontract awards.

(The above representations need not be submitted in connection with contracts or
subcontracts which are exempt from the equal opportunity article.)

6. **AFFIRMATIVE ACTION COMPLIANCE** (Applicable if offer exceeds \$10,000)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

The offeror agrees that he will make good faith efforts to adhere to the affirmative action plan set forth in this solicitation. Prior to the award of a non-construction contract resulting from this solicitation, the Buyer shall determine in accordance with FAR 22.802 and 22.804 that the prospective contractor appears to be able to conform to the requirements of the Equal Opportunity article and the applicable affirmative action program.

7. **ROYALTY PAYMENTS**

In order that Department of Energy may be informed regarding royalty payments to be made by a Seller in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by the Buyer, check one of the following:

- () The Contract price includes no amount representing the payment of royalty by the Offeror directly to others in connection with the performance of the contract.
 - () The Contract price includes an amount for royalty payment expected to be made in connection with the proposed award. The Offeror shall set forth below: (1) the amount of each payment, (2) the names of the licensor, (3) either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.
-
-
-

8. **AUTHORIZED NEGOTIATORS**

The offeror or quoter represent that the following persons are authorized to negotiate on its behalf with the Buyer in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators). (applicable only if seller expects negotiations to occur)

9. **WOMEN-OWNED SMALL BUSINESS REPRESENTATION**

(a) Representation

The offeror represents that it () is, () is not a women-owned small business concern.

(b) Definitions

"Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operates the business.

CERTIFICATIONS (Check or Complete as applicable)

1. **SMALL AND SMALL DISADVANTAGED BUSINESS REPRESENTATION**

A. **SMALL BUSINESS CONCERNS REPRESENTATION.**

The offeror represents and certifies as part of its offer that it () is, () is not a small business concern and that all (), not all (), and items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, or Puerto Rico or the trust territory of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards of this solicitation.

B. **SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION**

(a) Representation

The offeror represents that it () is, () is not a small disadvantaged business concern.

(b) Definitions

"Asian-Indian American," as used in this provision, means a United States Citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Phillipines, Vietnam, Korea, Samoa, Guam, the U. S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

- (c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

2. BUY AMERICAN CERTIFICATE

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the article entitled "Buy American Act-Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products

Country of Origin

Offerors may obtain from the Buyer lists of articles, materials, and supplies excepted from the Buy American Act.

3. CLEAN AIR AND WATER CERTIFICATION

(Applicable if the offer exceeds \$100,000, or the Buyer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401 et seq) or the Clean Water Act (33 U.S.C. 1251 et seq) and is listed by EPA, or is not otherwise exempt.)

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract () is, () is not listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Buyer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

4. CERTIFICATION OF NON-SEGREGATED FACILITIES

- (a) "Segregated facilities," are used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity article in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity article;
 - (2) Retain the certification in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A Certification of Non-Segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity article. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

5. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (a) The offeror certifies that -
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to sub-paragraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to sub-paragraphs (a)(1) through (a)(3) above:

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does not certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to sub-paragraphs (a)(1) through (a)(3) above, and

(iii) As an agent has not personally participated, and will not participate in any action contrary to sub-paragraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies sub-paragraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. **CERTIFICATION REGARDING SUBCONTRACTING PLANS AND SUBCONTRACTING REPRESENTATION**
(Applicable to contract over \$500,000 for supplies and services and to contracts over \$1,000,000 for construction)

(a) The offeror () is () is not required to submit a subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals: (if "is not" check reason below)

() He is a small business as defined in accordance with Section 3 of the Small Business Act (15 U.S.C. 632);

() There are no subcontracting possibilities;

() The contract, including all subcontracts thereunder, will be performed entirely outside of the United States, its territories and possessions, the District of Columbia and the Commonwealth of Puerto Rico and is therefore not covered;

() The contract, including all prior modifications and/or extensions of which this award is a part and all projected future actions, shall not exceed \$1,000,000 (if solely for construction of a public facility) or \$500,000 otherwise; and

() The contract is for services which are personal in nature and is therefore not covered.

(b) The offeror certifies that he will submit () a Subcontracting Plan in accordance with the terms and conditions specified unless exempted by (a) above, and that () he will () will not require it of all appropriate subcontractors unless they certify that they are exempt.

Failure to execute this representation will be deemed a minor informality and the seller will be permitted to correct the omission prior to award.

7. JEWEL BEARINGS AND RELATED ITEMS CERTIFICATE

(Applicable only to contracts involving delivery of items containing Jewel Bearings. If not applicable, check no).

The offeror certifies that:

Yes No

☐ ☐ Jewel Bearings and/or related items, as defined in FAR 52.208-2 and the Required Sources for Jewel Bearings and Related Items Clause, will be incorporated into any item covered by this offer or resulting contract:

☐ ☐ Any jewel bearings required (or an equal quantity of the same type, size and tolerances) will be ordered from the William Langer Plant, Rolla, North Dakota 58367.

☐ ☐ Any related items required (or an equal quantity of the same type, size and tolerances) will be acquired from domestic manufacturers, including the above Plant, if the items can be obtained from those sources.

☐ ☐ Attached to this certificate are estimates of the quantity, type and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

DEFINITIONS

"Jewel Bearing" means a piece of synthetic corundum (sapphire or ruby) of any shape, except a phonograph needle, that has one or more polished surfaces to provide supporting surfaces or low-friction contact areas for revolving, oscillating, or sliding parts in an instrument, mechanism, subassembly, or part. A jewel bearing may be unmounted or may be mounted into a ring or bushing. Examples are watch holes - olive, watch holes - straight, pallet stones, roller jewels (jewel pins), endstones (caps), vee (cone) jewels, instrument rings, cups, and double cups.

"Related Item," means a piece of synthetic corundum (sapphire or ruby), other than a jewel bearing, that (1) is made from material produced by the Verneuil flame fusion process, (2) has a geometric shape up to a maximum of 1 inch in any dimension, (3) requires extremely close tolerances and highly polished surfaces identical to those involved in manufacturing jewel bearings, and (4) is either mounted in a retaining or supporting structure or unmounted. Examples are window, nozzle, guide, knife edge, knife edge plate, insulator domed pin, slotted insulator, sphere, ring gauge, spacer, disc, valve seat, rod, vee groove, D-shaped insulator, and notched plate.

8. NOTICE OF RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS

(a) Statutory prohibitions have been imposed on contracting with sanctioned persons, as specified in Federal Acquisition Regulation (FAR) 52.225-13, "Restrictions on Contracting with Sanctioned Persons". Sanctioned person means items from Toshiba Corporation and its subsidiary Toshiba Machine Tool and Kongsberg Voapenfabrikk and its subsidiary Kongsberg Trading Company.

(b) By submission of this offer, the Offeror represents that no products or services, except those listed in this paragraph (b), delivered to the Buyer under any contract resulting from this solicitation will be products or services of a sanctioned person, as defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in paragraph (d) of the clause at FAR 52.225-13 applies. (List only if products are from the above companies).

<u>Product or Service</u>	<u>Sanctioned Person</u>
_____	_____
_____	_____
_____	_____

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not () within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Buyer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Buyer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Buyer may terminate the contract resulting from this solicitation for default.
10. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)
(Applicable to all solicitations and contracts expected to exceed \$100,000)
- (a) The definitions and prohibitions contained in the Article "Limitation on Payments to Influence Certain Federal Transactions", FAR 52.203-12, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that --

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Buyer for later submission to the DOE contracting officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for such failure.

NOTE: The Article "Limitation on Payments to Influence Certain Federal Transactions" is included in this solicitations Terms and Conditions.

OMB Standard Form LLL Disclosure of Lobbying Activities is available from the Buyer as ML-148-35.

ACKNOWLEDGMENT

(Please acknowledge by signature below)

THE ABOVE REPRESENTATIONS AND CERTIFICATIONS WILL BE CONSIDERED VALID FOR 12 MONTHS AFTER SIGNATURE UNLESS OTHERWISE ADVISED IN WRITING. IF DURING THE NEXT 12 MONTHS CONDITIONS OR BUSINESS PRACTICES CAUSE A CHANGE IN ANY OF THE ABOVE CITED REPRESENTATIONS AND CERTIFICATIONS, IT IS THE OFFERORS RESPONSIBILITY TO SUBMIT AN UPDATED COPY TO THE BUYER.

NOTE: Offerors must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

OFFEROR'S NAME

AUTHORIZED SIGNATURE

DATE

ADDRESS

TITLE

Supplemental Terms and Conditions
No. 15

EG&G MOUND APPLIED TECHNOLOGIES, INC.

Date: _____

Attachment to and part of:

Purchase Order No. _____

Change Order No. _____

(SELLER)

The following article shall be made applicable to procurements expected to result in the award of contracts exceeding \$1,000,000, for construction, or \$500,000 for all other contracts which offer subcontracting opportunities, unless the acquisition has been set aside for Small Business or 8(a) Program.

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (APR 1984)

(a) This article does not apply to small business concerns.

(b) "Commercial product," as used in this article, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the buyer, differs only insignificantly from the seller's commercial product.

"Subcontract," as used in this article, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the buyer, shall submit and negotiate a subcontracting plan, where applicable, which addresses separately subcontracting with small business concerns and small disadvantaged business concerns and which shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the buyer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of -

- (i) Total dollars planned to be subcontracted;
 - _(ii) Total dollars planned to be subcontracted to small business concerns; and
 - _(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns and (ii) small disadvantaged business concerns.
- (4) A description of the method used to develop the subcontracting goals in (1) above.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the article in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
- (10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard

Form (SF) 294 only, on a quarterly basis as of the last day of March, June, September and December, and upon contract completion, in accordance with the instructions on the form except the report shall be submitted quarterly rather than semiannually and additionally shall indicate at the remarks block the number and dollar amount of awards made to labor surplus area concerns to the extent such reporting is required by the terms of their contract, and (iv) ensure that its subcontractors agree to submit SF 294 in accordance with the instructions at (iii) above.

- (11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) if applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small and small disadvantaged business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (A) monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Seller's having company or division-wide annual plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Seller shall perform the following functions:
 - (1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to

facilitate the participation by such concerns. Where the seller's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns and opportunity to complete over a period of time.

- (2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.
- (f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this article, provided (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and the evidence of its approval to the buyer, and (3) goals and any deviations from the master plan deemed necessary by the buyer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) (1) If a commercial product is offered, the subcontracting plan required by this article may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the buyer, submit one company-wide or division-wide annual plan.
- (2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the buyer.
- (3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the buyer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the seller or subcontractor to comply in good faith with (1) the article of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this article, shall be a material breach of the contract.

SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE: _____ EST. AMT. OF CONTRACT \$ _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

1. (a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.
 - (i) Total percentage of this contract, dollars planned to be subcontracted _____%
 - (ii) Small Business concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
 - (iii) Small Disadvantaged Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged, business concerns.
- (b) The following dollar values correspond to the percentage goals shown in (a) above,
 - (i) Total dollars planned to be subcontracted \$ _____
 - (ii) Total dollars planned to be subcontracted to small business concerns: \$ _____.
 - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____

- (c) The following is a description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns and (ii) small disadvantaged business concerns.

(Products/services planned to be subcontracted to small business concerns are identified by *-To small disadvantaged business concerns by **)

(Attachment may be used if additional space is required.)

- (d) A description of the method used to develop the subcontracting goals in (1) (a) above.

- (e) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and disadvantaged business concerns trade associations.

- (f) A statement as to whether or not indirect costs were included in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged concerns.

2. The name of the individual who will administer the subcontracting program, and a description of the duties of the individual.

Name _____ Title _____

Address _____

Telephone No. _____

Description of duties

3. The following efforts will be taken to assure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts: (Check as applicable.)

(a) Outreach efforts will be made as follows:

- Contacts with minority and small business trade associations.
- Contacts with business development organizations.
- Attendance at small and minority business procurement conferences and trade fairs.
- Sources will be requested from SBA's PASS system.

(b) The following internal efforts will be made to guide and encourage buyers:

- Workshops, seminars and training programs will be conducted.
- Activities will be monitored to evaluate compliance with this subcontracting plan.

(c) Additions to the above listed efforts are as follows:

4. The offeror (contractor) agrees that the article entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000, \$1,000,000 for construction of any public facility, or will be required to adopt a plan similar to this plan as agreed to.

5. The offeror (contractor) agrees to (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294 only, on a quarterly basis as of the last day of March, June, September and December, and upon contract completion, in accordance with the instructions on the form except the report shall be submitted quarterly rather than semiannually and additionally shall indicate at the remarks block the number and dollar amount of awards made to labor surplus area concerns to the extent such reporting is required by the terms of their contract, and (iv) ensure that its subcontractors agree to submit SF 294 in accordance with the instructions at (iii) above.
6. A recitation of the types of records the offeror (contractor) will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) if applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small and small disadvantaged business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
 - (iv) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Seller's having company or division-wide annual plans need not comply with this requirement.
7. In order to effectively implement this plan to the extent consistent with efficient contract performance, the Seller shall perform the following functions:

- (1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the seller's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.
8. A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (1) above, except goals, maybe incorporated by reference as a part of the subcontracting plan required of the offeror by this article, provided (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and the evidence of its approval to the buyer, and (3) goals and any deviations from the master plan deemed necessary by the buyer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (1) If a commercial product is offered, the subcontracting plan required by this article may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the buyer, submit one company-wide or division-wide annual plan.
 - (2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the buyer.
 - (3) The approved plan shall remain in effect during the offeror's fiscal year for all the offeror's commercial products.
9. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the buyer in determining the responsibility of the offeror for award of the contract.
10. The failure of the seller or subcontractor to comply in good faith with (1) the article of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this article, shall be a material breach of the contract.

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Plan Accepted By: _____

Date: _____

Supplemental Terms and Conditions
No. 24

EG&G MOUND APPLIED TECHNOLOGIES, INC.

Date _____

Attachment to and part of:

Purchase Order No. _____

Change Order No. _____

REQUIREMENTS FOR WORK INVOLVING
UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION

Some or all of the documents, materials, hardware, and/or information being developed or transmitted for this project may involve "UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION" (herein referred to as "UCNI"), as defined in Section 148 of the Atomic Energy Act of 1954, as amended.

By signing this contract, the Seller acknowledges that he/she is an "Authorized Individual" (as defined in Section 148 of the Atomic Energy Act) with a "need-to-know" for the specific UCNI to be received. By signing this contract the Seller in addition, certifies that he/she is aware of, understands, and accepts the restrictions, regulations, and rules regarding the use, protection, and dissemination of UCNI, and of the potential civil and criminal penalties that may be imposed because of noncompliance.

The acceptance of this contract and the UCNI documents, materials, and information herein identified in this contract is subject to the following conditions.

1. The "Authorized Individual" accepting the contractual conditions as set forth in this document shall identify to the EG&G-Mound Requisitioner an acceptable coordinator or point-of-contact responsible for receiving, transmitting and disseminating UCNI. This person shall also be an "Authorized Individual."
2. The UCNI may only be given to U.S. citizens or certain "Authorized Individuals" who are engaged in official government business as government employees or government contractors/subcontractors, or are U.S. citizens and employees of a prospective government contractor/ subcontractor with a "need-to-know" for the purpose of bidding on or completing work on a project that requires access to UCNI.
3. All parties who receive documents, etc., which may contain UCNI information are required under penalty of law to protect the information from unauthorized use, dissemination, access, or loss. Protection measures shall include the following requirements.
 - a. Persons transmitting, receiving, or having access to UCNI must be "Authorized Individuals" having a "need-to-know" for the particular UCNI involved.

- b. When not in use, the documents, etc., must be stored in a secured container, such as a locked desk or file cabinet, or in a location where access is limited, such as a locked or guarded office or a controlled access facility.
4. Reproduction of documents which may contain UONI shall be limited to the minimum extent necessary. Copies must be marked and protected in the same way as the original documents.
5. When no longer needed for the project or upon request of Mound, all documents, materials, or hardware, whether Mound furnished or subcontractor produced, which may contain UONI shall be returned to the EG&G-Mound buyer or other specifically designated person.
6. When mailed, hand carried, or otherwise transmitted, all documents, materials, or hardware that may contain UONI shall be packaged to prevent disclosure to unauthorized individuals that the package may contain UONI.
7. UONI documents, materials, or hardware shall be returned to EG&G-Mound by an "Authorized Individual" or by first class, express, registered or certified mail to the appropriate address provided by EG&G-Mound.

Section 148 of the Atomic Energy Act of 1954, as amended, provides that persons violating regulations or orders of the Secretary of the Department of Energy with respect to the unauthorized use, dissemination, or control of UONI may be subject to civil penalties (not to exceed \$100,000.00 for each violation) and/or criminal penalties.

Questions about this notice should be directed to the EG&G-Mound buyer.

Supplemental Terms and Conditions
No. 25

EG&G MOUND APPLIED TECHNOLOGIES, INC.

Date: _____

Attachment to and a part of:

Solicitation No. _____

PREAMBLED ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity article of this solicitation.

EG&G MOUND APPLIED TECHNOLOGIES, INC.

Date _____

Attachment to and part of:

Purchase Order No. _____

Change Order No. _____

(SELLER)

The following article shall be made applicable to procurements expected to result in the award of contracts which offer substantial subcontracting possibilities or exceeds \$500,000.

LABOR SURPLUS AREA SUBCONTRACTING PROGRAM

- (a) See the Utilization of Labor Surplus Area Concerns article of this contract for applicable definitions.
- (b) The Seller agrees to establish and conduct a program to encourage labor surplus area (LSA) concerns to compete for subcontracts within their capabilities when the subcontracts are consistent with the efficient performance of the contract at prices no higher than obtainable elsewhere. The Seller shall -
 - (1) Designate a liaison officer who will (i) maintain liaison with authorized representatives of the Government on LSA matters, (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns article, and (iii) administer the Seller's labor surplus area subcontracting program;
 - (2) Provide adequate and timely consideration of the potentialities of LSA concerns in all make-or-buy decisions;
 - (3) Ensure that LSA concerns have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of offers, quantities, specifications, and delivery schedules so as to facilitate the participation of LSA concerns;
 - (4) Include the Utilization of Labor Surplus Area Concerns article in subcontracts that offer substantial LSA subcontracting opportunities; and
 - (5) Maintain records showing (i) the procedures adopted and (ii) the Seller's performance, to comply with this article. The records will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other article of this contract or by applicable law or regulations.

- (c) The Seller further agrees to insert in any related subcontract that may exceed \$500,000 and that contains the Utilization of Labor Surplus Area Concerns clause, terms that conform substantially to the language of this article, including this paragraph (c), and to notify the Buyer of the names of subcontractors.

Supplemental Terms and Conditions
No. 30

EG&G MOUND APPLIED TECHNOLOGIES, INC.

Date _____

Attachment to and part of:

Solicitation No. _____

Change Order No. _____

LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

Any proposal received at the EG&G Contracting and Procurement Office, Building 61, Second Floor after the exact time specified for receipt will not be considered unless it is received before award is made and it:

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by a delivery method other than registered or certified mail (telegram or fax if authorized) and it is determined by the buyer that the late receipt was due solely to mishandling by EG&G Mound Applied Technologies, Inc. after receipt at the Mound facility; or
- (3) Is the only proposal received.

Any modification of a proposal or quotation except a modification resulting from the buyer's request for "Best and Final" offer, is subject to the same conditions as in subparagraphs (1) and (2) above.

A modification resulting from the buyers request for "Best and Final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by EG&G after receipt at the Mound facility.

The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service.

If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late, "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having

been supplied and affixed by employees of the U.S. Postal Service on the date of mailing. Therefore, offerors or quoters should request the Postal Clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

Notwithstanding paragraph (1) (2) (3) above, a late modification of an otherwise successful proposal that makes its terms more favorable to the government will be considered at any time it is received and may be accepted.

Proposals may be withdrawn by written notice or telegram (including mailgram or fax) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

NOTE: Proposal closing time is 4:00 P.M. local time on the date specified in the solicitation.

EG&G MOUND APPLIED TECHNOLOGIES, INC.

Date: _____

Attachment to and a part of:

Request for Proposal No. _____

Organizational Conflicts of Interest
Disclosure or Representation

It is EG&G Mound Applied Technologies, Inc.'s policy to avoid situations which place an offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may provide it with an unfair competitive advantage. (As used herein, "Offeror" means the proposed or any of its affiliates or Architect-Engineer, Consultants or Subcontractors of any tier.) Therefore:

- (a) The offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organization, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
 - 1. being able to render impartial, technically sound, and objective assistance or advice, or
 - 2. being given an unfair competitive advantage.

The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

- (b) In the absence of any relevant interests referred to above, the offeror shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest. Proposed Consultants, Architect-Engineer and Subcontractors are responsible for submitting information and may submit it directly to the buyer.
- (c) The Buyer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the Buyer, will be used to determine whether an award to the offeror may create an organizational conflict of interest. If an organizational conflict is found to exist, the Buyer may:

1. disqualify the offeror, or
 2. determine that it is otherwise in the best interest of the United States to contract with the offeror or by including appropriate conditions mitigating such conflict in the contract awarded.
- (d) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the offeror for award. If the nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated for default. The offeror may also be disqualified from subsequent related contracts, and be subject to such other remedial action as may be permitted or provided by law or in the resulting contract. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001.
- (e) Depending on the nature of the contract activities, the offeror may, because of possible organization conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the Buyer in the evaluation of proposals, and if the Buyer considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.
- (f) No award shall be made until the disclosure or representation has been evaluated by the Buyer and/or Government. Failure to provide the disclosure or representation will be deemed to be a minor informality (FAR 14.405) and the offeror or contractor shall be required to promptly correct the omission.

Supplemental Terms and Conditions
No. 32

EG&G MOUND APPLIED TECHNOLOGIES, INC.

Date: _____

Attachment to and a part of:

RFP No. _____

CERTIFICATION STATEMENT

ORGANIZATIONAL CONFLICT OF INTEREST

This is to certify that, to the best of my knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in 48 CFR 909-570 as amended.

Name _____

Address _____

Signature _____

Note: The offeror shall furnish a list of past, present, and currently planned activities which relates to the work to be performed under this solicitation. The list should identify company name, nature of work, period of performance, dollar value of work, and sales and marketing activity applicable.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
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4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
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6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____
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8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____
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10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address of different from No. 10a) (last name, first name, MI):
---	--

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): \$ _____ ☐ Actual ☐ Planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other: specify: _____
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11:

(attach Continuation Sheet(s) SF-LLL A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
--	---

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply, if payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____

Page _____ of _____

Identification of contract as will
appear on orders to be exempted.

CONTRACT _____

EXEMPTION CERTIFICATE (Ohio)
(Construction Contract)

The undersigned hereby certifies that the articles of tangible personal property purchased under this certificate were purchased for incorporation into:

- () A structure or improvement to real property under a construction contract with the State of Ohio or a political subdivision thereof.
- () A structure or improvement to real property under a construction contract with the United States Government or one of its agencies.
- () A house of public worship or religious education.
- () A building used exclusively for charitable purposes under a construction contract with a nonprofit organization operated exclusively for the relief of poverty, the improvement of health through the alleviation of illness, disease or injury, or the promotion of education by an institution of learning which maintains a faculty of qualified instructors, teaches regular continuous courses of study and confers a recognized diploma upon completion of a specific curriculum.
- () A structure or improvement to real property which is accepted for ownership by this state or any of its political subdivisions at the time of completion of such structures or improvements.
- () A structure or improvement to real property which is accepted for ownership by the United States Government or one of its agencies.
- () A structure or improvement to real property outside this state.

This certificate shall be considered a part of each order for the specific contract identified above and shall be retained by the vendor. The certificate must be signed by both the contractor and the contractee.

Signed (First Tier Construction Contractor)

Signed (Sub-subcontractor)

By _____

By _____

Title _____

Title _____

Address _____

Address _____

City State Zip

City State Zip

Date _____

Date _____

Signed U. S. Department of Energy

By _____

Title _____

Address _____

City State Zip

Date _____

BID BOND (See instructions on reverse)					DATE BOND EXECUTED (Must not be later than bid opening date)	
PRINCIPAL (Legal name and business address)					TYPE OF ORGANIZATION (X one) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation	
					STATE OF INCORPORATION	
SURETY(IES) (Name and business address)						
PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies or Services)	
<p>OBLIGATION:</p> <p>We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government acting through the U. S. Department of Energy) and to the EG&G Mound Applied Technologies, Inc. (hereinafter called the Buyer) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.</p> <p>CONDITIONS:</p> <p>The Principal has submitted the bid identified above.</p> <p>THEREFORE:</p> <p>The above obligation is void if the Principal - (a) upon acceptance by the Buyer of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure so to execute such further contractual documents and give such bonds, pays the Buyer for any cost of procuring the work which exceeds the amount of the bid.</p> <p>Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Buyer. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>WITNESS:</p> <p>The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.</p>						
PRINCIPAL						
Signature(s)	1. (Seal)		2. (Seal)		Corporate Seal	
Name(s) & Title(s) (Typed)	1.		2.			
INDIVIDUAL SURETIES						
Signature(s)	1. (Seal)		2. (Seal)			
Name(s) (Typed)	1.		2.			
CORPORATE SURETY(IES)						
SURETY A	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.		2.		
	Name(s) & Title(s) (Typed)	1.		2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY C	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY D	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY E	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY F	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY G	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Buyer.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g. 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed herein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Form ML-3165), for each individual surety, shall accompany the bond. The Buyer may require these sureties to furnish additional information concerning their financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".

EG&G MOUND APPLIED TECHNOLOGIES
Mound Road
P. O. Box 3000
Miamisburg, OH 45343-3000

Gentlemen:

I hereby acknowledge that I am aware of the Labor Standards Provisions (as set forth in Article 64 of the General Provisions Construction Contract) applicable to your Contract No. . and Wage Determination Decision of the Secretary of Labor No. OH91-29, Rev. 0 dated 03/19/91.

SELLER_____

BY_____

TITLE_____

DATE_____

ML-3160 (08/90)

PAYMENT BOND
(See Instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION (X one)

☐ Individual ☐ Partnership
☐ Joint Venture ☐ Corporation

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

Million(s)	Thousand(s)	Hundred(s)	Cent(s)
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CONTRACT DATE

CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government acting through the U. S. Department of Energy) and to the EG&G Mound Applied Technologies, Inc. (hereinafter called the Buyer) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

Signature(s)	1.	2.	Corporate Seal
	(Seal)	(Seal)	
Name(s) & Title(s) (Typed)	1.	2.	

INDIVIDUAL SURETIES

Signature(s)	1.	2.
	(Seal)	(Seal)
Name(s) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	Name & Address	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	
	Name(s) & Title(s) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1.	2.		
Name(s) & Title(s) (Typed)	1.	2.		
Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1.	2.		
Name(s) & Title(s) (Typed)	1.	2.		
Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1.	2.		
Name(s) & Title(s) (Typed)	1.	2.		
Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1.	2.		
Name(s) & Title(s) (Typed)	1.	2.		
Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1.	2.		
Name(s) & Title(s) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Buyer.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed herein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Form ML-3165), for each individual surety, shall accompany the bond. The Buyer may require these sureties to furnish additional information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring seals.

5. Type the name and title of each person signing this bond in the space provided.

PERFORMANCE BOND (See Instructions on Reverse Side)		DATE BOND EXECUTED (Must be same or later than date of contract)	
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION ("X" one) <div style="display: flex; justify-content: space-between;"> <div> ☐ Individual ☐ Joint Venture </div> <div> ☐ Partnership ☐ Corporation </div> </div>	
SURETY(IES) (Name(s) and business address(es))		STATE OF INCORPORATION	
		PENAL SUM OF BOND	
		MILLION(S)	THOUSAND(S)
		HUNDRED(S)	CENT(S)
		<div style="display: flex; justify-content: space-between;"> <div>CONTRACT DATE</div> <div>CONTRACT NO.</div> </div>	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) acting through the U. S. Department of Energy) and to EG&G Mound Applied Technologies, Inc. (hereinafter called the Buyer) in the penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal —

(a) (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Buyer, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) perform and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Buyer the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270e-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL					
Signature(s)	1.	2.	Corporate Seal		
	(Seal)	(Seal)			
Name(s) & Title(s) (Typed)	1.	2.			
INDIVIDUAL SURETY(IES)					
Signature(s)	1.	2.	Corporate Seal		
	(Seal)	(Seal)			
Name(s) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	Name & Address			STATE OF INC.	LIABILITY LIMIT
	Signature(s)	1.	2.	Corporate Seal	
	Name(s) & Title(s) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			

BOND PREMIUM ▶	RATE PER THOUSAND \$	TOTAL \$
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Buyer.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorization person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)".

In the space designated "SURETY(IES)" on the face of the form insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Form ML-3185), for each individual surety, shall accompany the bond. The Buyer may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

AFFIDAVIT OF INDIVIDUAL SURETY
(See Instructions on Reverse Side)

FORM APPROVED OMB NO.

3090-0005

STATE OF _____

COUNTY OF _____

SS: _____

I, the undersigned, being duly sworn, depose and say that I am: (1) one of the sureties to the attached bond; (2) a citizen of the United States for a permanent resident of the place where the contract and bond are executed as provided in paragraph 3 of the instructions on reverse; (3) of full age and legally competent; (4) not a partner in any business of the principal on the bond or bonds on which I appear as surety. The information furnished below is true and complete to the best of my knowledge. This affidavit is made to induce the United States of America and EG&G Mound Applied Technologies, Inc. (a prime contractor for the U. S. Department of Energy) to accept me as surety on the attached bond.

1. NAME (First, middle, last) (Type or print)

2. HOME ADDRESS (Number, Street, City, State, ZIP Code)

3. TYPE AND DURATION OF OCCUPATION

4. NAME OF EMPLOYER (If self-employed, so state)

5. BUSINESS ADDRESS (Number, Street, City, State, ZIP Code)

6. TELEPHONE NO.

HOME —

BUSINESS —

7. THE FOLLOWING IS A TRUE REPRESENTATION OF MY PRESENT ASSETS* LIABILITIES* AND NET WORTH AND DOES NOT INCLUDE ANY FINANCIAL INTEREST I HAVE IN THE ASSETS OF THE PRINCIPAL ON THE ATTACHED BOND.

a. Fair value of solely-owned real estate* _____

b. All mortgages or other encumbrances on the real estate included in Line a _____

c. Real estate equity (subtract Line b from Line a) _____

d. Fair value of all solely-owned property other than real estate* _____

e. Total of the amounts on Lines c and d _____

f. All other liabilities owing or incurred not included in Line b _____

g. Net worth (subtract Line f from Line e) _____

*Do not include property exempt from execution and sale for any reason including homestead exemption. Surety's interest in community property may be included if not exempted.

8. LOCATION AND DESCRIPTION OF REAL ESTATE OF WHICH I AM SOLE OWNER, THE VALUE OF WHICH IS INCLUDED IN LINE g ITEM 7 ABOVE

Amount of assessed valuation of above real estate for taxation purposes: \$ _____

9. DESCRIPTION OF PROPERTY INCLUDED IN LINE d, ITEM 7 ABOVE (List the value of each category of property separately)

10. ALL OTHER BONDS ON WHICH I AM SURETY (State character and amount of each bond; if none, so state)

11. SIGNATURE

12. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES
(Where appropriate)

13. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS

a. DATE OATH ADMINISTERED

MONTH DAY YEAR

b. CITY AND STATE (Or other jurisdiction)

c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (Type or print)

d. SIGNATURE

e. MY COMMISSION EXPIRES

OFFICIAL
SEAL

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, That the surety named herein is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the fore stated by said surety in the foregoing affidavit are true.

NAME (typewritten)

SIGNATURE

OFFICIAL TITLE

ADDRESS

INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts, shall complete and submit this form with the bond. (See 48 CFR 28.202-2, 53.228(e).) Any deviation from this form will require the written approval of the Buyer and the Administrator of General Services.

2. No corporation, partnership, or other unincorporated associations or firms, as such, are acceptable as individual sureties. Likewise members of a partnership are not acceptable as sureties on bonds which partnership or associations, or any co-partner or member thereof is the principal obligor. However, stockholders of corporate principal is acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. In determining the net worth (Item 7g) on the face of this form, an individual surety will not include any financial interest in assets connected with the principal on the bond which this affidavit supports.

3. A United States citizenship is a requirement for individual sureties. However, only a permanent resident of the place of execution of the contract and bond is required for individual sureties in the following locations -- any foreign country; the Commonwealth of Puerto Rico; the Virgin Islands; the Canal Zone; Guam; or any other territory or possession of the United States.

4. The individual surety shall show a net worth not less than the penal amount of the bond by supplying information required on this form. The surety shall have the completed form notarized.

5. The certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the department or establishment concerned. Further certificates showing additional assets, or a new surety, may be required to assure protection of the Government's interest. Such certificates must be based on the personal investigation of the certifying officer at the time of the making thereof, and not upon prior certifications.

6. All signatures on the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable.

COMPLIANCE WITH DAVIS BACON ACT

THIS MEMORANDUM IS TO INFORM YOU THAT WORK DONE UNDER THIS CONTRACT/P.O. NO. _____ MUST COMPLY WITH THE REQUIREMENTS SET FORTH IN THE DAVIS BACON AND RELATED ACTS. YOU AND YOUR SUBCONTRACTORS MUST MAINTAIN PAYROLL RECORDS DURING THE COURSE OF THE WORK COVERING ALL LABORERS AND MECHANICS WORKING AT THE SITE. THESE RECORDS MUST BE SUBMITTED TO THIS OFFICE WEEKLY AND CONTAIN THE NAME AND ADDRESS OF EACH SUCH EMPLOYEE, HIS/HER CORRECT CLASSIFICATION, RATE OF PAY, DAILY AND WEEKLY NUMBER OF HOURS WORKED, DEDUCTIONS MADE AND ACTUAL WAGES PAID.

AS A PRIME CONTRACTOR FOR THE DEPARTMENT OF ENERGY (DOE), WE MUST ASCERTAIN THAT THE CLASSIFICATION SET FORTH FOR EACH LABORER OR MECHANIC CONFORMS WITH THE WORK HE PERFORMED AND THAT THE WAGE RATES ARE NOT LESS THAN THE APPLICABLE RATES SPECIFIED IN THE WAGE DETERMINATION APPLICABLE TO THIS ORDER.

IT IS, THEREFORE, NECESSARY THAT YOU AND YOUR SUBCONTRACTORS MAKE EMPLOYMENT RECORDS AVAILABLE FOR INSPECTION BY AUTHORIZED REPRESENTATIVES OF EG&G-MOUND, THE DOE AND THE U.S. DEPARTMENT OF LABOR, AND THAT YOU PERMIT SUCH REPRESENTATIVES TO INTERVIEW EMPLOYEES DURING WORKING HOURS ON THE JOB. WE WILL TRY TO CONDUCT THESE INTERVIEWS IN SUCH A WAY AS TO CREATE THE LEAST POSSIBLE INTERFERENCE WITH YOUR WORK.

PLEASE ADVISE IF YOU REQUIRE FURTHER INFORMATION IN THIS MATTER.

I HEREBY ACKNOWLEDGE THE ABOVE COMPLIANCE REQUIREMENTS OF THE DAVIS BACON ACT.

Seller:

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR'S RELEASE FORM

Contract No. _____

Pursuant to the terms of Contract No. _____ and in consideration of the sum of _____

which has been or is to be paid under the said contract to:

(Seller's Name & Address)

(hereinafter called the Seller) or its assignees, if any, the Seller, upon payment of the said sum by the Buyer and the Government, does remise, release and discharge the Buyer, its officers, agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the Seller, as follows: (If no specified claims are set forth herein, then this exception is not applicable).
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Seller to third parties arising out of the performance of the said contract, which are not known to the Seller on the date of the execution of this release and of which the Seller gives notice in writing to the Buyer within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Seller by reason of his indemnification of the Buyer against patent liability), including reasonable expenses incidental thereto, incurred by the Seller under the provisions of the said contract relating to patents.

The Seller agrees, in connection with claims which are not released as set forth above, patent matters, and other provisions of the said contract which contain continuing obligations, that he will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Buyer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 19____.

WITNESSES:

BY _____

TITLE _____

(NOTE: In the case of a corporation, witnesses are not required, but the certificate attached must be completed).

CERTIFICATE

I, _____, certify that I am the _____
(Official Title)

of the corporation named as Seller in the foregoing release; that _____

who signed said release on behalf of the Seller was the _____
(Official Title)

of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

LUMP SUM ESTIMATED MANHOURS

	CLERK	P.M.	OTHER	ARCH.	MECH.	HVAC	CIVIL	STRUCT.	ELECT.	DRFT.
TITLE I										
Drawings (from list)										
Outline Specifications										
Design Analysis										
Prelim. Cost Estimate										
Coordination & Conf.										
Title I Review										
Sub-Total										
TITLE II										
Drawings (from list)										
Design Analysis										
Specifications										
Design Cost Estimate										
Coordination & Conf.										
Title II Review/Pickup										
Project Schedule (CPM)										
Prebid Conference										
Bid Document Distr.										
Govt. Est. & Bid. Anal.										
Addenda										
Sub-Total										
TITLE III										
Preconstr. Conference										
Des. Sub. Review & App.										
Prog. Payment & Sch. App.										
Field Consultation										
Change Order Prep/Review										
As-Built Dwgs. & Specs.										
Final Cost Report										
Sub-Total										
TOTAL MAN HOURS										

OTHER COSTS

SUMMARY OF MISCELLANEOUS LUMP SUM COSTS	RATE	TITLE I		TITLE II		TITLE III	
		QTY.	AMT.	QTY.	AMT.	QTY.	AMT.
Drawings _____ sheets/set X \$ _____/sheet =							
Drawings _____ sheets/set X \$ _____/sheet =							
Drawings _____ sheets/set X \$ _____/sheet =							
Specifications _____ pages/set X \$ _____/page =							
Specifications _____ pages/set X \$ _____/page =							
Specifications _____ pages/set X \$ _____/page =							
Travel _____ mile/trip X \$ _____/mile =							
Telephone, Postage, Misc. Minor Costs =							
Lump Sum Total							

SUMMARY OF OTHER COMPENSATION (REIMBURSABLE)

Geological or Topographical Survey (inc. maps)							
Subsurface Invest./Soil Investigations							
Extra Reproductions:							
A. Drawings _____ sheets/set X \$ _____/sheet =							
B. Specifications _____ pages/set X \$ _____/page =							
Telephone, Postage, Misc. Minor Costs							
Special Field Engineering Studies:							
A. Project Manager Cost (hourly)							
B. Engineer Cost (hourly)							
C. Travel & Per Diem (if allowed)							
Special Field Inspection:							
A. Project Manager Cost (hourly)							
B. Engineer Cost (hourly)							
C. Travel & Per Diem (if allowed)							
Special Field Testing:							
A. Consultant Cost							
B. Firm In-House Cost							
C. Travel & Per Diem (if allowed)							

SURVEY CREW: \$ _____ per mh X 8 X _____ per crew = \$ _____ day

TEST BORINGS: \$ _____ per ft X _____ ft \$ _____ per hole

Project: _____

Sheet ____ of ____

ESTIMATED DRAWING LIST (IN MAN HOURS)

Prepared By: _____

Date: _____

[illegible]

SUMMARY OF ESTIMATED COST OF SERVICES (LUMP SUM)

TITLE I

PROJECT MANAGER	_____	man hours @ \$ _____	= \$ _____
ARCHITECT	_____	man hours @ \$ _____	= \$ _____
CIVIL	_____	man hours @ \$ _____	= \$ _____
STRUCTURAL	_____	man hours @ \$ _____	= \$ _____
MECHANICAL ENGINEERING	_____	man hours @ \$ _____	= \$ _____
HVAC ENGINEERING	_____	man hours @ \$ _____	= \$ _____
ELECTRICAL ENGINEERING	_____	man hours @ \$ _____	= \$ _____
DRAFTING	_____	man hours @ \$ _____	= \$ _____
CLERICAL	_____	man hours @ \$ _____	= \$ _____
OTHER	_____	man hours @ \$ _____	= \$ _____
Subtotal	_____	man hours	\$ _____

TITLE II

PROJECT MANAGER	_____	man hours @ \$ _____	= \$ _____
ARCHITECT	_____	man hours @ \$ _____	= \$ _____
CIVIL	_____	man hours @ \$ _____	= \$ _____
STRUCTURAL	_____	man hours @ \$ _____	= \$ _____
MECHANICAL ENGINEERING	_____	man hours @ \$ _____	= \$ _____
HVAC ENGINEERING	_____	man hours @ \$ _____	= \$ _____
ELECTRICAL ENGINEERING	_____	man hours @ \$ _____	= \$ _____
DRAFTING	_____	man hours @ \$ _____	= \$ _____
CLERICAL	_____	man hours @ \$ _____	= \$ _____
OTHER	_____	man hours @ \$ _____	= \$ _____
Subtotal	_____	man hours	\$ _____

TITLE III

PROJECT MANAGER	_____	man hours @ \$ _____	= \$ _____
ARCHITECT	_____	man hours @ \$ _____	= \$ _____
CIVIL	_____	man hours @ \$ _____	= \$ _____
STRUCTURAL	_____	man hours @ \$ _____	= \$ _____
MECHANICAL ENGINEERING	_____	man hours @ \$ _____	= \$ _____
HVAC ENGINEERING	_____	man hours @ \$ _____	= \$ _____
ELECTRICAL ENGINEERING	_____	man hours @ \$ _____	= \$ _____
DRAFTING	_____	man hours @ \$ _____	= \$ _____
CLERICAL	_____	man hours @ \$ _____	= \$ _____
OTHER	_____	man hours @ \$ _____	= \$ _____
Subtotal	_____	man hours	\$ _____

LUMP SUM SERVICES

BURDEN (NOT IN MANHOUR RATE)

LUMP SUM REPRODUCTION
TRAVEL & MISC. COSTS

LUMP SUM SUBTOTAL

PROFIT

TOTAL LUMP SUM COST
ESTIMATE

OTHER COMPENSATION (REIMBURSABLE)

TOTAL

TITLE I	TITLE II	TITLE III	TOTAL

SCHEDULE

	START	COMPLETE
Negotiations		
Contract Effective		
Title I		
Title I Review		
Title II		
Title II Review		
Advance Notice		
Invitation for Bids		
Bids		
Construction		
Title III		
Inspection		
Cost Closing		

**STANDARD TERMS AND CONDITIONS
FOR
ARCHITECT-ENGINEER CONTRACTS**

**EG&G MOUND APPLIED TECHNOLOGIES, INC.
MOUND ROAD, P.O. BOX 3000
MIAMISBURG, OHIO 45343-3000**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Definitions	1
2	Terms and Conditions	1
3	Assignment	1
4	Applicable Law	1
5	Officials Not to Benefit	1
6	Buyer Provided Information	1
7	Order of Precedence	1
8	Release of Information	1
9	Work Oversight in Architect-Engineer Contracts	1
10	Covenant Against Contingent Fees	1
11	Subcontractors and Outside Associates and Consultants	2
12	Requirements For Registration of Designers	2
13	Design Within Funding Limitations	2
14	Examination of Records By Comptroller General	2
15	Non-Liability With Respect To Cost Accounting Standards	2
16	Changes	2
17	Pricing of Adjustments	3
18	Suspension of Work	3
19	Inspection In Architect-Engineer Contracts	3
20	Audit - Negotiation	3
21	Responsibility of The Architect-Engineer Contractor	3
22	Payments Under Fixed-Price Architect-Engineer Contracts	4
23	Prohibition Against Claims	4
24	Subcontractor Cost or Pricing Data	4
25	Subcontractor Cost or Pricing Data - Modifications	4
26	Price Reduction For Defective Cost or Pricing Data	4
27	Price Reduction For Defective Cost or Pricing Data - Modifications	4
28	Convict Labor	5
29	Federal, State and Local Taxes	5
30	Termination	6
31	Authorization and Consent	6
32	Notice and Assistance Regarding Patent and Copyright Infringement	6
33	Preference For U.S. Flag Air Carriers	6
34	Priorities, Allocations and Allotments	7
35	Equal Opportunity	7
36	Utilization of Women-Owned Small Business	8
37	Utilization of Labor Surplus Area Concerns	8
38	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	8
39	Notice To The Buyer of Labor Disputes	8
40	Government Property	9
41	Government-Furnished Property (Short Form)	10
42	Affirmative Action for Handicapped Workers	10
43	Clean Air and Water	11
44	Affirmative Action for Special Disabled and Vietnam Era Veterans	11
45	Printing	12
46	Royalties	13
47	Anti-Kickback Procedures	13
48	Restrictions on Federal Public Works Projects	13
49	Restrictions on Subcontractor Sales To The Government	14
50	Employment Reports on Special Disabled Veterans and Veterans of The Vietnam Era	14
51	Organizational Conflicts of Interest-General	15

ARTICLE 1: DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) "Government" - The United States of America.

(b) "DOE" - The United States Department of Energy, The Secretary of the Department of Energy, or any duly authorized representative of the Secretary, including the Area Manager, Dayton Area Office, DOE.

(c) "EG&G Mound Applied Technologies, Inc." - a prime contractor of The United States Department of Energy, which operates the Mound facility under DOE contract No. DE-AC04-88DP43495, as amended.

(d) "Buyer" - EG&G Mound Applied Technologies, Inc., Contracting & Procurement. The person authorized to execute and/or administer this contract on behalf of EG&G Mound Applied Technologies, Inc., or the authorized successor to such person.

(e) "Architect-Engineer" - The company, the contractor, the person or persons, in the performance of this contract with EG&G Mound Applied Technologies, Inc.

(f) "Subcontracts" - Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders and changes and modifications to Purchase orders under this contract.

ARTICLE 2: TERMS AND CONDITIONS

The terms and conditions stated in this contract are the only ones governing this transaction and cannot be changed or terminated orally. No change in terms and conditions, scope of work or other provisions of this contract shall be made without advanced, written direction of EG&G Mound Applied Technologies, Inc., Contracting & Procurement section. No terms and conditions appearing on any form originated by the Architect-Engineer shall be applicable.

ARTICLE 3: ASSIGNMENT

This contract is assignable by Buyer to the Government or its designee. Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Architect-Engineer except as expressly authorized in writing by the Buyer.

ARTICLE 4: APPLICABLE LAW

The rights and obligations of the parties hereto shall be governed by, and this contract shall be interpreted in accordance with, Federal law.

ARTICLE 5: OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this article does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

ARTICLE 6: BUYER PROVIDED INFORMATION

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto (hereinafter

called "material"), furnished by Buyer to the Architect-Engineer, shall remain the property of the Government.

If any material furnished by Buyer to the Architect-Engineer is of special significance in the sense that its use by the Architect-Engineer for other than performance of this contract or its disclosure to others might give competitive advantage to the Architect-Engineer or the recipient or be prejudicial to the best interests of the Government, then such material shall be used only for the purpose of enabling performance of this contract and the Architect-Engineer shall use its best efforts to prevent disclosure to others except when necessary in the performance of this contract.

ARTICLE 7: ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract articles; (d) other documents, exhibits, and attachments; and (e) the specifications.

ARTICLE 8: RELEASE OF INFORMATION

No information relating to this contract shall be released other than to Architect-Engineer's employees or those of Architect-Engineer's subcontractors requiring the information for performance of their duties, without advance written approval of the Buyer. In no event shall the interest of Buyer or the DOE in this contract be indicated in any advertising or publicity without advance written approval of the Buyer.

ARTICLE 9: WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS

The extent and character of the work to be done by the Architect-Engineer shall be subject to the general oversight, supervision, direction, control, and approval of the Buyer.

ARTICLE 10: COVENANT AGAINST CONTINGENT FEES

(a) The Architect-Engineer warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Buyer shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency", as used in this article, means an established commercial or selling agency, maintained by an Architect-Engineer for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee", as used in this article, means a person, employed by an Architect-Engineer and subject to the Architect-Engineer's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee", as used in this article, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence", as used in this article, means any influence that induces or tends to induce a Government employee

or its Representative Agent to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(c) Subcontracts and purchase orders. Unless otherwise authorized by the Buyer in writing, the Architect-Engineer shall cause provisions similar to the foregoing to be inserted in all subcontracts and purchase orders entered into under this contract.

ARTICLE 11: SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS

Any subcontractors and outside associates or consultants required by the Architect-Engineer in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Architect-Engineer shall obtain the Buyer's written consent before making any substitution for these subcontractors, associates, or consultants.

ARTICLE 12: REQUIREMENTS FOR REGISTRATION OF DESIGNERS

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of The United States, in Puerto Rico, or in the District of Columbia.

ARTICLE 13: DESIGN WITHIN FUNDING LIMITATIONS

(a) The Architect-Engineer shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in the schedule. When bids or proposals for the construction contract are received that exceed the estimated price, the Architect-Engineer shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Architect-Engineer shall not be required to perform such additional services at no cost to the buyer if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Architect-Engineer will promptly advise the Buyer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Buyer will review the Architect-Engineer's revised estimate of construction cost. The Buyer may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in the schedule, or the Buyer may adjust such estimated construction contract price. When bids or proposals are not prepared or are unreasonably delayed, the Buyer shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

ARTICLE 14: EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This article applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of The United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Architect-Engineer's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Architect-Engineer agrees to include in first-tier subcontracts under this contract an article to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract", as used in this article, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals or the disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

(e) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

ARTICLE 15: NON-LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS

(Applicable to procurement actions of \$100,000 or more).

The Architect-Engineer agrees to indemnify and save the Buyer harmless from any increased cost or interest thereon by reason of any failure of the Architect-Engineer, or the Architect-Engineer's lower-tier subcontractors, to comply with any disclosed practices or any applicable rules, regulations and standards of the Cost Accounting Standards Board in connection with this contract or any lower-tier subcontract.

ARTICLE 16: CHANGES

(a) The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Buyer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Architect-Engineer must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. However, if the Buyer decides that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Architect-Engineer's proposal includes the cost of property made obsolete or excess by the change, the Buyer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute. However, nothing in this article shall excuse the Architect-Engineer from proceeding with contract as changed.

(f) No services for which an additional cost or fee will be charged by the Architect-Engineer shall be furnished without the prior written authorization of the Buyer.

ARTICLE 17: PRICING OF ADJUSTMENTS

When costs are a factor in determination of a contract price adjustment pursuant to the "Changes" article or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Subchapter E, Part 31 of the Federal Acquisition Regulations (48 CFR 1-31) as supplemented or modified by DEAR Subchapter E, Part 931 (48 CFR 931) in effect on the date of this contract.

ARTICLE 18: SUSPENSION OF WORK

(a) The Buyer may order the Architect-Engineer, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Buyer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Buyer in the administration of this contract, or (2) by the Buyer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this article for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause including the fault or negligence of the Architect-Engineer, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this article shall not be allowed (1) for any costs incurred more than 20 days before the Architect-Engineer shall have notified the Buyer in writing of the act or failure to act involved (but this requirement shall not apply as to claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

ARTICLE 19: INSPECTION BY ARCHITECT-ENGINEER CONTRACTS

The Buyer, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Buyer on the premises of the Architect-Engineer or a subcontractor, the Architect-Engineer shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Buyer representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 20: AUDIT - NEGOTIATION

(The following is applicable if this contract exceeds (\$10,000).

(a) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable contract, or any combination of these, the Architect-Engineer shall maintain -- and the Buyer or representatives of the Buyer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and

practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Architect-Engineer's plants, or parts.

(b) Cost or pricing data. If, pursuant to law, the Architect-Engineer has been required to submit cost or pricing data in connection with pricing this contract or any modification to this contract, the Buyer or representatives of the Buyer who are employees of the Buyer shall have the right to examine and audit all books, records, documents, and other data of the Architect-Engineer (including computations and projection) related to negotiating, pricing or performing the contract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used.

(c) Reports. If the Architect-Engineer is required to furnish cost, funding, or performance reports, the Buyer or representatives of the Buyer who are employees of the Buyer shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Architect-Engineer's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(d) Availability. The Architect-Engineer shall make available at its office at all reasonable times the materials described in paragraphs (a) and (b) above, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any longer period required by statute or by other articles this contract. In addition --

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.

(e) The Architect-Engineer shall insert a article containing all the terms of this article, including this paragraph (e), in all subcontracts over \$10,000 under this contract, altering the article only as necessary to identify properly the contracting parties and the Buyer under the Government prime contract.

ARTICLE 21: RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR

(a) The Architect-Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Architect-Engineer under this contract. The Architect-Engineer shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Buyer's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Architect-Engineer shall be and remain liable to the Buyer in accordance with applicable law for all damages to the Buyer caused by the Architect-Engineer's negligent performances of any of the services furnished under this contract.

(c) The rights and remedies of the Buyer provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Architect-Engineer is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 22: PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Architect-Engineer under this contract which meet the standards of quality established under this contract.

(b) Upon approval of the estimate by the Buyer, payment upon properly executed invoices shall be made to the Architect-Engineer, as soon as practicable, of 90 percent of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Buyer determines that performance has been satisfactory. Also, whenever the Buyer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Buyer, the Buyer may release the excess amount to the Architect-Engineer.

(c) Upon satisfactory completion by the Architect-Engineer and acceptance by the Buyer of the work done by the Architect-Engineer under the "Statement of Architect-Engineer Services", the Architect-Engineer will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. If the Buyer exercises the option under the Option for Supervision and Inspection Services article, progress payments as provided for in (a) and (b) above will be made for this portion of the contract work. Upon satisfactory completion and final acceptance for the construction work, the Architect-Engineer shall be paid any unpaid balance of money due under this contract.

(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Buyer a release of all claims against the Buyer or Government arising under or by virtue of this contract, other than any claims that are specifically excepted by the Architect-Engineer from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this article, progress payments shall not exceed 80 percent on work accomplished on undelivered contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes article, or funding and other administrative changes.

ARTICLE 23: PROHIBITION AGAINST CLAIMS

The assignment of claims is prohibited for this contract unless approved in writing by the Buyer.

ARTICLE 24: SUBCONTRACTOR COST OR PRICING DATA

(a) Before awarding any subcontract expected to exceed \$100,000 when entered into, or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000, the Architect-Engineer shall require the sub-

contractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is -

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) The Architect-Engineer shall require the subcontractor to certify in substantially the form prescribed in Subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds \$100,000 when entered into, the Architect-Engineer shall insert either -

(1) The substance of this article, including this paragraph (c), if paragraph (a) above requires submission of cost or pricing data for the subcontract; or

(2) The substance of the article, entitled Subcontractor Cost or Pricing Data - Modifications.

ARTICLE 25: SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS

(a) The requirements of paragraphs (b) and (c) of this article shall (1) become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$100,000 and (2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed \$100,000 when entered into, or pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000, the Architect-Engineer shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is -

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Architect-Engineer shall require the subcontractor to certify in substantially the form prescribed in Subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Architect-Engineer shall insert the substance of this article, including this paragraph (d), in each subcontract that exceeds \$100,000 when entered into.

ARTICLE 26: PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Architect-Engineer or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Architect-Engineer cost or pricing data that were not com-

plete, accurate, and current as certified in the Architect-Engineer's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Architect-Engineer, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Architect-Engineer; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

ARTICLE 27: PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS

(a) This article shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$100,000, except that this article does not apply to any modification for which the price is—

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit or fee, negotiated in connection with any modification under this article, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Architect-Engineer or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Architect-Engineer cost or pricing data that were not complete, accurate, and current as certified in the Architect-Engineer's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this article becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Architect-Engineer if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Architect-Engineer; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

ARTICLE 28: CONVICT LABOR

(If this contract is not subject to the Walsh-Healy Public Contracts Act the following shall apply).

The Architect-Engineer agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. 4082 (c) (2) and Executive Order 11755, December 29, 1973.

ARTICLE 29: FEDERAL, STATE, AND LOCAL TAXES

(a) "Contract date", as used in this article, means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

"All applicable, Federal, State, and Local taxes and duties", as used in this article, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed tax", as used in this article, means any new or increased Federal, State, or Local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Architect-Engineer is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax", as used in this article, means any amount of Federal, State, or Local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Architect-Engineer is not required to pay or bear, or for which the Architect-Engineer obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax", as used in this article, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Architect-Engineer's possession of, interest in, or use or property, title to which is in the Government.

(b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and Local taxes and duties. (but see Paragraph (i) below).

(c) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Architect-Engineer is required to pay or bear, including any interest or penalty, if the Architect-Engineer states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Architect-Engineer's fault, negligence, or failure to follow instructions of the Buyer.

(d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Architect-Engineer incident to a refund of taxes to the extent that such interest was earned after the Architect-Engineer was paid by the Buyer for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Architect-Engineer to the extent that the penalty was paid by the Buyer.

(e) The contract price shall be decreased by the amount of any Federal, State, or Local tax, other than an excepted tax, that was included in the contract price and that the Architect-Engineer is required to pay or bear, or does not obtain a refund of, through the Architect-Engineer's fault, negligence, or failure to follow instructions of the Buyer.

(f) No adjustment shall be made in the contract price under this article unless the amount of the adjustment exceeds \$100.

(g) The Architect-Engineer shall promptly notify the Buyer of all matters relating to Federal, State, and Local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Buyer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Architect-Engineer at the direction of the Buyer, including any interest, penalty, and reasonable attorney's fees.

(h) The Buyer shall furnish evidence appropriate to establish exemption from any Federal, State, or Local tax when (1) the Architect-Engineer requests such exemption and states in writing that it applies to a tax excluded from the contract price and (2) a reasonable basis exists to sustain the exemption.

(i) Ohio Sales or Use Taxes are not to be included in contract price. Applicable taxes due or owing to the State of Ohio will be paid by the Buyer under a Direct Payment Permit.

ARTICLE 30: TERMINATION

(a) The Buyer may terminate this contract in whole or, from time to time, in part, for the Government's convenience or because of the failure of the Architect-Engineer to fulfill the contract obligations. The Buyer shall terminate by delivering to the Architect-Engineer a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Architect-Engineer shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Buyer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, the Buyer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Architect-Engineer to fulfill the contract obligations, the Buyer may complete the work by contract or otherwise and the Architect-Engineer shall be liable for any additional cost incurred by the Buyer.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the Architect-Engineer had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(e) The rights and remedies of the Buyer provided in this article are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 31: AUTHORIZATION AND CONSENT

(Not applicable where both complete performance and delivery are outside The United States, its possessions or Puerto Rico).

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for use and manufacture, in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract), of any invention described in and covered by a patent of The United States:

(a) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this article the delivery of which is accepted by the Government under this contract, or

(b) Utilized in the machinery, tools or methods the use of which necessarily results from compliance by the Architect-Engineer or the using subcontractor with

(i) Specifications or written provisions now or hereafter forming a part of this contract, or

(ii) Specific written instructions given by the Buyer directing the manner of performance. The entire liability to the Government for infringement of a patent of The United States shall be determined solely by the provisions of the indemnity articles, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

ARTICLE 32: NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

(Not applicable where both complete performance and delivery are outside The United States, its possessions or Puerto Rico).

(a) The Architect-Engineer shall report to the Buyer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Architect-Engineer has knowledge.

In the event of any claim or suit against the Buyer or Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Architect-Engineer shall furnish to the Government or the Buyer, when requested by the Buyer, all evidence and information in possession of the Architect-Engineer pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Buyer or the Government except where the Architect-Engineer has agreed to indemnify the Buyer or the Government.

(c) The Architect-Engineer agrees to include, and require inclusion of, this article in all subcontracts at any tier for supplies or services (including construction and Architect-Engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed \$25,000.

ARTICLE 33: PREFERENCE FOR U.S. FLAG AIR CARRIERS

(a) "International air transportation", as used in this article, means transportation by air between a place in The United States and a place outside The United States or between two places both of which are outside The United States.

"United States", as used in this article, means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of The United States.

"U.S.-flag air carrier", as used in this article, means an air carrier holding a certificate under section 401 of the Federal Aviation Act of 1958 (49 U.S.C. 1317).

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 1517) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of The United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of The United States, for interna-

tional air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) The Architect-Engineer agrees, in performing work under this contract, to use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available.

(d) In the event that the Architect-Engineer selects a carrier other than a U.S.-flag air carrier for international air transportation, the Architect-Engineer shall include a certification on vouchers involving such transportation essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

I hereby certify that international air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): (State reasons):

(End of certification)

(e) The Architect-Engineer shall include the substance of this article, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

ARTICLE 34: PRIORITIES, ALLOCATIONS AND ALLOTMENTS

(This article applies only to purchase orders or contracts that designate a Government Priority)

(a) The Architect-Engineer shall follow the rules, regulations and procedures of Defense Priorities and Allocations System Regulation and all other applicable regulations and orders of the office of the Industrial Resource Administration, Department of Commerce, in obtaining controlled materials and other products and materials needed to perform this contract.

(b) DX-rated contracts take precedence over all nonrated and DO-rated contracts. Between DX-rated contracts, precedence must be given in the sequence of receipt, then earliest required delivery date. Architect-Engineer's responsibilities, briefly summarized are:

(1) Written notification of acceptance or rejection of DX-rated contracts must be made within five working days after receipt. The notice of rejection shall clearly set forth the reasons.

(2) If acceptance of a DX-rated contract will prevent Architect-Engineer from fulfilling a DO-rated contract on time, Architect-Engineer must so notify the party which placed that DO-rated contract within five working days after acceptance of a DX-rated contract.

(3) Architect-Engineer's purchase orders or subcontracts over \$5000 under a DX-rated contract shall contain the DX-rating and a statement that reads in substance: This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 350) (Note: For construction work, substitute "DO-E-1" or "DX-E-1" as applicable. Copies of the Regulation may be obtained from the nearest office of the U.S. Department of Commerce.

ARTICLE 35: EQUAL OPPORTUNITY

(The following article is applicable unless this contract is exempt from the requirements of Executive Order 11246 (see FAR 22.807 (a)).

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Architect-Engineer has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Architect-Engineer shall comply with subparagraphs (b) (1) through (11) below. Upon request, the Architect-Engineer shall provide information necessary to determine the applicability of this article.

(b) During performing this contract, the Architect-Engineer agrees as follows:

(1) The Architect-Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Architect-Engineer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Architect-Engineer shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Architect-Engineer that explain this article.

(4) The Architect-Engineer shall, in all solicitations or advertisement for employees placed by or on behalf of the Architect-Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(5) The Architect-Engineer shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Buyer advising the labor union or workers' representative of the Architect-Engineer's commitments under this article, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Architect-Engineer shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Architect-Engineer shall furnish to the Buyer all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Architect-Engineer shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Architect-Engineer's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Architect-Engineer is not in compliance with this article or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Architect-Engineer may be declared ineligible for further Government

contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Architect-Engineer as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Architect-Engineer shall include the terms and conditions of subparagraph (b) (1) through (11) of this article in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Architect-Engineer shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Architect-Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Architect-Engineer may request The United States to enter into the litigation to protect the interests of The United States.

(c) Notwithstanding any other article in this contract, disputes relative to this article will be governed by the procedures in 41 CFR 60-1.1.

ARTICLE 36: UTILIZATION OF WOMEN-OWNED SMALL BUSINESS

(a) "Women-owned small businesses", as used in this article, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control", as used in this article, means exercising the power to make policy decisions.

"Operate", as used in this article, means being actively involved in the day-to-day management of the business.

(b) It is the policy of The United States that women owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Architect-Engineer agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

ARTICLE 37: UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(a) Applicability. This article is applicable if this contract exceeds \$25,000.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Architect-Engineer agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of preference. In complying with paragraph (b) above and with paragraph (c) of the article of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Architect-Engineer shall observe the following order of preference in awarding subcon-

tracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions. "Labor surplus area", as used in this article, means a geographical area identified by the Department of Labor in accordance with 20 CFR 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern", as used in this article, means a concern that together with its first-tier subcontractors will perform substantially in surplus areas. Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

ARTICLE 38: UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of The United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of The United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Architect-Engineer hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Architect-Engineer further agrees to cooperate in any studies or surveys as may be conducted by The United States Small Business Administration or the awarding agency of The United States as may be necessary to determine the extent of the Architect-Engineer's compliance with this article.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern -

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Architect-Engineer shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Architect-Engineer's acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

ARTICLE 39: NOTICE TO THE BUYER OF LABOR DISPUTES

(a) If the Architect-Engineer has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Architect-Engineer shall immediately give notice, including all relevant information, to the Buyer.

(b) The Architect-Engineer agrees to insert the substance of this article, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or prime Contractor, as the case may be, of all relevant information concerning the dispute.

ARTICLE 40: GOVERNMENT PROPERTY

(Note: If the acquisition cost of all Government-furnished property involved in this contract is in excess of \$50,000, the following is applicable).

(a) Government-furnished property. (1) The Buyer shall deliver to the Architect-Engineer, for use in connection with and under the terms of this contract, the Government-furnished property described in the Special Provisions or specifications together with any related data and information that the Architect-Engineer may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as-is") will be delivered to the Architect-Engineer at the times stated in the Special Provisions or, if not so stated, in sufficient time to enable the Architect-Engineer to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Architect-Engineer in a condition not suitable for the intended use, the Architect-Engineer shall, upon receipt of it, notify the Buyer, detailing the facts, and, as directed by the Buyer and at Buyer expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Architect-Engineer, the Buyer shall make an equitable adjustment as provided in paragraph (h) of this article.

(4) If Government-furnished property is not delivered to the Architect-Engineer by the required time, the Buyer shall, upon the Architect-Engineer's timely written request, make a determination of the delay, if any, caused the Buyer and shall make an equitable adjustment in accordance with paragraph (h) of this article.

(b) Changes in Government-furnished property. (1) The Buyer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Buyer, or to be acquired by the Architect-Engineer for the Buyer, under this contract. The Architect-Engineer shall promptly take such action as the Buyer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Architect-Engineer's written request, the Buyer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this article, if the Buyer has agreed in the Schedule to make the property available for performing this contract and there is any --

(i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Architect-Engineer, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this article. Title to Government property shall not be affected by incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities, special test equipment, and special tooling (other than that subject to a special tooling article) acquired by the Architect-Engineer for the Buyer under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Buyer has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Architect-Engineer to purchase material for which the Buyer will reimburse the Architect-Engineer as a direct item of cost under this contract --

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon --

(a) Issuance of the material for use in contract performance;

(b) Commencement of processing of the material or its use in contract performance; or

(c) Reimbursement of the cost of the material by the Buyer, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by Buyer.

(e) Property administration. (1) The Architect-Engineer shall be responsible and accountable for all Government property provided under this contract.

(2) The Architect-Engineer shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR and the DOE Acquisition Regulation Subpart 945.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Buyer shall replace the items or the Architect-Engineer shall make such repairs as the Buyer directs. However, if the Architect-Engineer cannot effect such repairs within the time required, the Architect-Engineer shall dispose of the property as directed by the Buyer. When any property for which the Buyer is responsible is replaced or repaired, the Buyer shall make an equitable adjustment in accordance with paragraph (h) of this article.

(4) The Architect-Engineer represents that the contract price does not include any amount for repairs or replacement for

which the Buyer is responsible. Repair or replacement of property for which the Architect-Engineer is responsible shall be accomplished by the Architect-Engineer at its own expense.

(f) Access. The Buyer or Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Architect-Engineer assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Architect-Engineer or upon passage of title to the Government under paragraph (c) of this article. However, the Architect-Engineer is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable Adjustment. When this article specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes article. When appropriate, the Buyer may initiate a suitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Architect-Engineer's exclusive remedy. The Buyer shall not be liable to suit for breach of contract for -

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Buyer is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Buyer, the Architect-Engineer shall submit in a form acceptable to the Buyer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Buyer. The Architect-Engineer shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Buyer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Buyer as the Buyer directs.

(j) Abandonment and restoration of Architect-Engineer's premises. Unless otherwise provided herein, the Buyer -

(1) May abandon any Government property in place, at which time all obligations of the Buyer regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Architect-Engineer's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this article may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this article shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of The United States of America, its territories, or possessions, the words "Government" and "Government-furnished"

(wherever they appear in this article) shall be construed as "United States Government" and "United States Government-furnished", respectively.

ARTICLE 41: GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)

(Note: If this acquisition cost of all Government-furnished property involved in this contract is \$50,000 or less, the following is applicable).

(a) The Buyer shall deliver to the Architect-Engineer at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property suitable for its intended use, is not delivered to the Architect-Engineer the Buyer shall equitably adjust affected provisions of this contract in accordance with the Changes article when -

(1) The Architect-Engineer submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Architect-Engineer shall use the Government-furnished property only in connection with this contract. The Architect-Engineer shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Buyer inspection at all reasonable times.

(c) Upon delivery of Government-furnished property to the Architect-Engineer, the Architect-Engineer assumes the risk and responsibility for its loss or damage, except -

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Architect-Engineer shall follow the instructions of the Buyer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Architect-Engineer shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Buyer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Buyer as directed by the Buyer.

(e) If this contract is to be performed outside The United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this article) shall be construed as "United States Government" and "United States Government-furnished", respectively.

ARTICLE 42: AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(This article is applicable to contracts over \$2,500)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Architect-Engineer shall not discriminate against any employee or applicant because of physical or mental handicap. The Architect-Engineer agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as:

- (i) Employment;
- (ii) Upgrading;

- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Architect-Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Architect-Engineer agrees to post employment notices stating (i) the Architect-Engineer's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Buyer.

(3) The Architect-Engineer shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Architect-Engineer is bound by terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) Noncompliance. If the Architect-Engineer does not comply with the requirements of this article, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Architect-Engineer shall include the terms of this article in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Architect-Engineer shall act as specified by the Director to enforce the terms, including action for noncompliance.

ARTICLE 43: CLEAN AIR AND WATER

(Applicable only if the contract exceeds \$300,000 or the Buyer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c) and is listed by EPA, or the contract is not otherwise exempt).

(a) "Air Act", as used in this article, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards", as used in this article, means --

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedures under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards", as used in this article, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317), by the Environmental Protection Agency or by a State under an approved program.

"Compliance", as used in this article, means compliance with --

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Water Act", as used in this article, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Architect-Engineer agrees --

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this article into any nonexempt subcontract, including this subparagraph (b) (4).

ARTICLE 44: AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS

(a) Definitions.

"Appropriate office of the State employment service system", as used in this article, means the local office of the Federal-State national system or public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Architect-Engineer proposes to fill from within its own organization", as used in this article, means employment openings for which no one outside the Architect-Engineer's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any

openings that the Architect-Engineer proposes to fill from regularly established "recall" lists.

"Openings that the Architect-Engineer proposes to fill under a customary and traditional employer-union hiring arrangement", as used in this article, means employment openings that the Architect-Engineer proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings", as used in this article --

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Architect-Engineer proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Architect-Engineer shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Architect-Engineer agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or Termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Architect-Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Architect-Engineer agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Architect-Engineer facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Architect-Engineer from any requirements of

Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Architect-Engineer becomes contractually bound to the listing terms of this article, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Architect-Engineer is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Architect-Engineer may advise the State system when it is no longer bound by this contract article.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This article does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this article do not apply to openings that the Architect-Engineer proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings. (1) The Architect-Engineer agrees to post employment notices stating (i) the Architect-Engineer's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Buyer.

(3) The Architect-Engineer shall notify each labor union or representative of workers with which it has a collective bargaining, agreement or other contract understanding, that the Architect-Engineer is bound by the terms of the Act, and is committed to take affirmative action to employ, advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Architect-Engineer does not comply with the requirements of this article, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Architect-Engineer shall include terms of this article in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Architect-Engineer shall act as specified by the Director to enforce the terms, including action for noncompliance.

ARTICLE 45: PRINTING

The Architect-Engineer shall not engage in, nor subcontract for, any printing (as that term is defined in Title 1 of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however,

that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8 1/2 by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printing matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Architect-Engineer will include in each of his subcontracts hereunder a provision substantially the same as this article including paragraph (4).

ARTICLE 46: ROYALTIES

If this contract is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the contract or are reflected in the contract price to the Government, the Seller agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Buyer) during the performance of this contract and prior to its completion or final settlement, the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

ARTICLE 47: ANTI-KICKBACK PROCEDURES

(a) Definitions. "Kickback", as used in this article means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person", as used in this article, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract", as used in this article, means a contract or contractual action entered into by The United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor employee", as used in this article, means any officer, partner, employee, or agent of a prime contractor.

"Subcontract", as used in this article, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor", as used in this article, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee", as used in this article, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to The United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) Each Contractor or subcontractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this article in its own operations and direct business relationships.

(2) When the Contractor or subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this article may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the Contracting Agency, the head of the Contracting Agency if the agency does not have an inspector general, or the Department of Justice.

(3) Each Contractor and or subcontractor shall cooperate fully with any Federal Agency investigating a possible violation described in paragraph (b) of this article.

(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (b) of this article, the Buyer may -

(i) Offset the amount of the kickback against any monies owed by The United States under this contract and/or (ii) direct that the Contractor withhold from sums owed the subcontractor, the amount of the kickback. The Buyer may order that monies withheld under subdivision (c) (4) (i) of this article be paid over to the Government unless the Government has already offset those monies under subdivision (c) (4) (i) of this article. In the latter case, the Contractor shall notify the Buyer when the monies are withheld.

(5) The Architect-Engineer agrees to incorporate the substance of this article, including this subparagraph (c) (5), in all subcontracts under this contract.

ARTICLE 48: RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS

(a) Definitions.

"Component", as used in this Article means those articles, materials, and supplies incorporated directly into the product.

"Architect-Engineer or subcontractor of a foreign country", as used in this Article means any Architect-Engineer or subcontractor that is a citizen or national of a foreign country, or is controlled directly or indirectly by citizens or nationals of a foreign country. An Architect-Engineer or subcontractor shall be considered to be a citizen or national of a foreign country, or

controlled directly or indirectly by citizens or nationals of a foreign country -

(1) If 50 percent or more of the Architect-Engineer or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the Architect-Engineer or subcontractor is held subject to trust or fiduciary obligation in favor of a citizen(s) or national(s) of the foreign country.

(3) If 50 percent or more of the voting power in the Architect-Engineer or subcontractor is vested in or exercisable on behalf of a citizen(s) or national(s) of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of an Architect-Engineer or subcontractor who is a joint venture, if any participant is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this Article.

"Product," as used in this Article, means construction materials; i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project. In determining the origin of a product, Federal agencies or recipients of Federal funds are to consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions. The Architect-Engineer shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (USTR) (see paragraph (c) of this Article), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country, Japan. The USTR can add other countries to the list, and delete countries from it, in accordance with Section 109(c) of Pub. L. 100-202.

(d) Certification. The Architect-Engineer may rely upon the certification of a prospective subcontractor that is not a subcontractor of a foreign country included on the list of countries that discriminate against

U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless the Architect-Engineer has knowledge that the certification is erroneous.

(a) Subcontracts. The Architect-Engineer shall incorporate this Article, modified only to properly identify the parties, including this paragraph (e), in all subcontracts.

ARTICLE 49: RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(a) Except as provided in (b) below, the Seller shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Seller from asserting rights that are otherwise authorized by law or regulation.

(c) The Seller agrees to incorporate the substance of this Article, including this paragraph (c), in all subcontracts under this contract.

ARTICLE 50: EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The Seller shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the Seller by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a) (2) of this Article shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a) (1) of this Article. Seller may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Seller has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this Article shall be based on voluntary disclosure. Each Seller subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Seller. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Seller shall include the terms of this article in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

**ARTICLE 51: ORGANIZATIONAL CONFLICTS OF INTEREST -
GENERAL**

b) The subcontractor warrants that, to the best of his knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to an organizational conflict of interest, as defined in the solicitation document and that the contractor has disclosed all relevant information.

c) The subcontractor agrees that, if after award, an organizational conflict of interest with respect to this subcontract is discovered, an immediate and full disclosure in writing shall be made to the Buyer which shall include a description of the action which the subcontractor has taken or proposes to take to avoid or mitigate such conflicts. The Seller may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

d) In the event that the subcontractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Buyer, the Buyer may terminate the subcontract for default.

e) The provisions of this clause shall be included in all subcontracts for work to be performed similar to the service provided hereunder.

f) Prior to a contract modification when the statement of work is modified to add new work, the period of performance is significantly increased, or the parties to the subcontract are changed, the Seller will request and the contractor is required to submit either an organizational conflict of interest disclosure or representation or an update of the previously submitted disclosure or representation.

**SPECIAL CONDITIONS
FOR
FIXED PRICE CONSTRUCTION CONTRACTS**

EG&G MOUND APPLIED TECHNOLOGIES, INC.

MIAMISBURG, OHIO 45343-3000

SPECIAL CONDITIONS
(CONSTRUCTION CONTRACTS)
INDEX

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>Page</u>
1	Conflict Provisions - Interpretations	1
2	"Or Equal" Reference	1
3	Inspection Authority	1
4	Environmental, Safety and Health	1
5	Security Measures	9
6	Payment and Performance Bonds	11
7	Insurance-Work on A Government Installation	12
8	Indemnification by Seller	12
9	Quantities and Payment	12
10	Warranties	12
11	Protection of Existing Installation, Material, Vegetation and Work	13
12	Completion of Work	13
13	Storage and Work Areas	13
14	Utilities	14
15	Testing	14
16	State Lien Statutes	14
17	Rate of Wages - Labor Standard Provisions	14
18	Disputes	14

SPECIAL CONDITIONS

(Construction Contract)

ARTICLE 1: CONFLICT PROVISIONS - INTERPRETATIONS

A. Notwithstanding the Order of Precedence Article in General Provisions for Fixed Price Construction Contracts HL-2487, in the event of conflict among the various contractual documents, precedence shall be in the following sequences starting with the highest precedent:

1. Purchase Order Notes
2. Technical Specification - Division 1
3. Special Conditions for Fixed Price Construction Contracts, HL-2486
4. General Provisions for Fixed Price Construction Contracts, HL-2487
5. Technical Specification Divisions 2 through 16 as required
6. Drawings

B. Unless otherwise specifically provided, the latest revisions (current at the time of the invitation date which is specified in the Bid Form (HL-2419) or equivalent, of specifications, publications or standards of the Federal Government, technical societies, or testing organizations included in these specifications by reference, shall govern. In case of conflict between any document incorporated in this contract by reference and any express provisions of the contract, the latter shall govern.

ARTICLE 2: "OR EQUAL" REFERENCES

(Reference General Provisions Article entitled, "Material and Workmanship".)

A Seller is not prohibited from furnishing an "equal" item merely because in the technical specifications a trade name of make or catalog number is used without the words "or equal". These words will be implied unless the technical specification expressly provides "no substitutes", or words equivalent thereto.

ARTICLE 3: INSPECTION AUTHORITY

The work will be conducted under the general direction of the Buyer and is subject to inspection by his duly appointed inspectors to insure strict compliance with the terms of the contract. No inspector or any other persons other than the Buyer is authorized to change any provisions of the plans and specification, nor shall the presence or absence of any inspector relieve the Seller from any requirements of the contract. The "Architect-Engineer" also has the authority to inspect the work for quality and compliance with the plans and specifications; establish lines, grades and controls for the work; and to recommend changes to the Buyer. The Buyer's Inspector for facility operation may perform Architect-Engineer inspection services.

NO INTERPRETATION OF THIS CONTRACT OR DIRECTION SHALL BE BINDING UPON THE GOVERNMENT UNLESS IT IS IN WRITING AND SIGNED BY THE BUYER.

ARTICLE 4: ENVIRONMENTAL, SAFETY AND HEALTH

A. GENERAL

1. Unless otherwise supplemented below by Article 4, Paragraph 8, 29 CFR 1910 and 29 CFR 1926 shall apply. It is recognized that 29 CFR 1910 and 29 CFR 1926 sometimes both treat the same specific health or safety concern; in such cases, the requirements of 29 CFR 1926 shall govern.

2. All personnel of the Seller that enter the Mound Plant site to perform any type of construction work shall attend a Safety & Security Orientation covering Mound's operational requirements prior to proceeding with the designated work. To arrange the orientation, Seller shall contact Mound's Construction Inspection Supervision at 513/865-3756.

3. The Seller shall immediately notify the Buyer or his representative of any personal injury resulting in lost work days and any loss or damage to government property, including injury to or damage by all subcontractors and material suppliers under control of the Seller.

B. SAFETY:

1. Required Safety Information

All bidders shall be required to supply the following safety related information as part of the bid. Failure to supply this information may result in the bid being declared non-responsive. A bid may also be ruled non-responsive if the Safety Program or Hazards Communication Program do not meet minimum standards. The successful bidder (Seller) will be required to fully implement these programs.

- a. Worker's Compensation Experience Modification Rating (Interstate Experience Modification Rating, Intrastate Experience Modification Rating, or Monopolistic State Fund) for the past three years.
- b. OSHA Recordable Injury Incidence Rates (per 200,000 hours-per-year worked) for past three years.
- c. OSHA Lost-Workday Case Incidence Rates (per 200,000 hours-per-year worked) for past three years.
- d. OSHA Occupational Injuries and Illnesses Annual Survey Form No. 2005 for the last calendar year.
- e. A formal, written safety program.
- f. A formal, written hazards communication program.

2. Safety Program

Absolutely NO site work shall proceed until the Safety Program has been approved by the Buyer. Following are minimum guidelines, and are not intended to be restrictive. A Safety Program should consist of:

- a. A statement of company safety policy signed by a corporate executive.
- b. An outline of the Accident Prevention Program including:
 - 1) Responsibilities of the Seller and any second tier contractors or subcontractors.
 - 2) Responsibilities of jobsite supervisors and corporate management.
 - 3) Responsibilities of site Safety Supervisor.
 - 4) Responsibilities of company employees, including craft employees.
- c. Safety Program should also include policy and procedures on the following:
 - 1) Sellers and sub-contractor orientation program.
 - 2) Safety training program including Tool Box meeting requirements and craft skill training.

- 3) Accident investigation procedures; first aid and medical care procedures.
- 4) Fire prevention and protection guidelines and procedures.
- 5) Emergency procedures for injury, fire, severe weather, and bomb threats.
- 6) Jobsite inspection procedures and documentation requirements.
- 7) Equipment inspection procedures, (including ladders, electrical equipment and tools.
- 8) Lock-out procedures.
- 9) Disciplinary action program.
- 10) Protection of employees from physical hazards caused by the work.

3. Hazards Communication Program

Absolutely NO site work shall proceed until the Hazards Communication program has been approved by the Buyer. Following are minimum guidelines, and are not intended to be restrictive. A Hazards Communication Program should consist of:

- a. A statement of company hazards communication policy signed by a corporate executive.
- b. An outline of the Hazards Communication Program including:
 - 1) Responsibilities of the Seller and any second tier contractors or subcontractors.
 - 2) Responsibilities of jobsite supervisors and corporate management.
 - 3) Responsibilities of company employees, including craft employees.
- c. Hazards Communication Program should also include policy and procedures on the following:
 - 1) Sellers and sub-contractor employee orientation and training program.
 - 2) Availability of Material Safety Data Sheets (MSDS's) to employees.
 - 3) Proper labeling of all containers, identifying the substance and showing the hazard warning.

Documentation of all contractor and subcontractor orientation and training programs including attendance at these sessions shall be forwarded to the Buyer within one (1) week following the session.

MSDS's shall be submitted to the Buyer as part of the submittal process and as outlined in Technical Provisions, Division I, Section entitled "Submittals". In absolutely NO cases will the material be used on site until the MSDS's have been submitted to and approved by the Buyer.

A copy of the complete Hazards Communication program and copies of all Material Safety Data Sheets shall be maintained on the job site at all times.

Once on the job site, the complete Hazard Communication program of the contractor and subcontractors will be subject to inspection as part of the on-going OSHA inspection process being conducted by the Buyer's construction inspectors, Buyer's safety representatives and DOE auditors.

4. Safety Reporting

The Seller shall maintain the following safety records and shall submit them to the Buyer on a monthly basis or as recordable accidents occur.

- a. The Injury/Illness Register must be completed and turned in to the Buyer's representative within two working days after the end of the month.
 - 1) The purpose of this form is to provide a uniform means of recording and classifying injuries and illnesses. It is intended to be used as a general dispensary log.
 - 2) Each injury, illness and first aid visit shall be entered on this form as soon as possible after the occurrence.
 - 3) A new register shall be started at the beginning of each month. Entries should be in chronological order taking as many sheets as are necessary to complete the month. At the end of each month, copies of all the register sheets for that month shall be transmitted to the Buyer by the fifth working day of the succeeding month. The original register sheets shall be retained at the site for the length of the construction period.
 - 4) The columns of the Injury/Illness Register form are generally self-explanatory. The Nature and Cause of Injury/Illness column shall contain a brief statement of the injury and what caused it.
 - 5) The Treatment/Medication Given by Job Personnel column shall state whether the treatment was given at the jobsite, at the plant dispensary or at a doctor's office. It shall also be noted in this column when the treatment was a return visit for a previously recorded injury. Applicable boxes in the Legend column shall be checked.
- b. The Accident Summary Report is combined with the "Injury/Illness register" and will be turned in within two working days after the end of the month.
 - 1) The purpose of this form is to provide a uniform means for preparing a summary of the information that has been entered on the Register during past month.
 - 2) An Accident Summary Report shall be transmitted to the Buyer each month in time to be received by the fifth working day of the succeeding month.
 - 3) A list of column definitions is attached to the sample form. It shall contain a line for each Seller employed during the month including subcontractors.
 - 4) Fatalities, or incidents involving injuries or illnesses which are likely to receive an abnormal amount of public attention shall be reported immediately in accordance with the terms of the Article entitled "Safety and Health".
 - 5) Details of Accident Summary Report
 - a) Month and year of report; reporting period will be first day through last day of month.
 - b) Project name.
 - c) Date report is completed.
 - d) Include a line for each Seller employed during the month.

- e. Total number of people employed during the month; includes supervision and clerical help.
- f. Total of work-related injuries and illnesses.
- g. All manhours worked during month including straight time portion of premium time work.
- h. *First aid is limited to onetime treatment at Seller or plant first aid facility for observation, scratches, cuts, burns splinters, and other injuries which do not require further medical care. Follow-up visits for changing of bandage, application of antiseptic and so forth are also included in this column.
- i. *Includes all injuries and illnesses which involve treatment administered by a physician, nurse or other professional medical personnel under the standing orders of a physician. Also included are deaths, loss of consciousness, restriction of work or motion and transfers to another job when they result from occupational injury or illness. (Note: The sum of Columns 8 and 9 will equal Column 6.)

- j. This is a the number of medical cases which result in fatality, permanent loss of function or part of the body and temporary disability requiring five or more days of hospitalization or ten or more days of absence from work.
- k. Deaths, both on and off site, resulting from occupational injury or illness.
- l. The number of cases that result in days away from work and days of restricted work.
- m. Total days away from work. One day is the absence from an entire normally scheduled work shift.
- n. Total days of restricted work. One day is a day when the employee is at work but is restricted from performing all of the duties of his/her regularly assigned job.

* See following chart for expansion of first aid definition and explanation of recordable injuries and illnesses.

- c. Recordable Injury or Illness - Any death, injury, or illness suffered by an employee which arises out of and in the course of his employment whether on or off the company premises is recordable. This would include all cases which transfer to another job, or medical treatment other than first aid. The following diagram illustrates the process of determining recordability.

d. First Aid

- 1) First aid is limited to one time treatment and any follow-up visits for the purpose of observation, of minor scratches, cuts, burns, splinters and so forth, which do not require medical care. Follow-up visits may include the changing of dressing or bandage, and additional cleaning and application of antiseptic. First aid can be provided by a physician, nurse or other professional medical personnel. It is the nature of the injury or illness and the treatment required, not who provides treatment that distinguishes between medical treatment and first aid. Surveillance or observation, including hospital observation, which reveals no injury or illness and requires no medical treatment shall be considered first aid if the employee reports to his next regularly scheduled shift and performs all of the duties of his regularly assigned job.
- 2) The Seller is responsible for maintaining, on the job site, first aid kit(s) in accordance with OSHA Standards.

5. Plant Safety Rules and Regulations

This section supplements the requirements of OSHA Regulations. In the event of inconsistencies, the more stringent safety requirement will govern.

a. Individual Conduct and Safety:

- 1) Alcoholic beverages and illegal drugs are not permitted on the Buyer's site. Employees entering the plant under the influence of alcohol or drugs shall be subject to removal from the site.
- 2) Fighting, gambling, stealing, soliciting, and horseplay will not be tolerated and shall subject the individual to removal from the site.
- 3) The Seller shall make all employees aware of the plant alarm system code signals and appropriate responses. The requirements for actions to be taken in the event of a plant alarm signal for a fire, or an evacuation will be followed. The Seller shall be required to establish an evacuation plan for the site and post evacuation routes and shelter locations in appropriate locations. New employee orientation shall include the signal code system, evacuation routes and staging areas and shelter locations.

- 4) Access to safety equipment and fire fighting equipment will be kept clear at all times.
- 5) Plant roadways and walkways shall not be blocked without prior approval of the Buyer's representative.
- 6) Riding construction equipment as a passenger is prohibited, unless a permanent seat is provided.
- 7) Material and tools shall not be dropped or thrown from platform, structures, or scaffolds.

b. Protective Equipment and Clothing:

- 1) The Seller shall provide the appropriate personal protective equipment for hazardous conditions which may be encountered and shall provide training in the proper use and maintenance of the equipment.
- 2) Hard hats shall be worn at all times on the construction site. The helmet must conform to ANSI standards.
- 3) Safety glasses shall be worn at all times on the construction site. Additional eye protection may be necessary when grinding, welding, or handling hazardous materials.
- 4) Hearing protection shall be provided whenever conditions warrant.
- 5) Seller employees must wear substantial leather shoes. Cloth shoes, tennis shoes and sandals are prohibited. Safety shoes or boots shall be worn when conditions require.
- 6) Seller employees shall wear full length trousers and shirts that cover the shoulders. Half length and "muscle man" shirts are not permitted. Shirts must not be removed on the site.
- 7) Respiratory protection for hazards created as part of the construction will be provided by the Seller. Work in radiation areas will require that Seller's employees be fitted and provided respiratory protection by the Buyer.

c. Equipment:

- 1) The Seller shall be responsible for maintaining all Seller owned, leased or rented tools and equipment in safe mechanical working conditions and assume all risks for the use of same.
- 2) When mobile equipment is not in use, it shall be secured to prevent movement or operation.
- 3) Equipment not in use shall be positioned where it will not obstruct railroad tracks, walkways, electrical lines and access to safety or fire equipment.
- 4) Cylinder caps must be in place when cylinders are being moved and whenever regulators are removed. Regulators shall be removed and cylinders capped when not in use and at the end of each workday.
- 5) Oxygen and Acetylene cylinders will always be kept in an upright position and secured to a welding cart or other stationary object. No more than four cylinders will be "ganged" together. Cylinders will not be lifted with slings.
- 6) Tools and equipment will be operated only by authorized personnel. Machinery and moving

equipment will be shutoff when being lubricated or refueled. Only a qualified mechanic will be permitted to adjust any piece of equipment while it is running.

- 7) Electrical tools and power cords must have the third wire ground in place. Double insulated tools must be clearly marked by the manufacturer. The Seller will provide ground fault circuit interrupters (GFCI) for all temporary power and will be required to perform and document monthly testing and inspection of the ground system for continuity.
- 8) All scaffolding must be properly erected on good foundations with cross braces installed and proper planking placed on the decks. Planking shall be cleated and tied down. Proper toeboards and midrails shall be installed on all scaffolds over 10 feet in height.
- 9) All floor and wall openings, excavations or areas where persons may fall are to be barricaded at all times.
- 10) All ladders are to be of the proper length for the job and will be secured at the top as soon as erected. Unsafe ladders that cannot be repaired will be taken out of service immediately and removed from site. No metal ladders will be permitted on site. The Seller shall perform and document monthly ladder inspections and tags shall be affixed to each ladder on the project indicating the inspection date and person performing the inspection.
- 11) Employees working near an opening, up on steel, or in any area where full guardrails are not possible must be provided and wear a safety belt and be tied on.
- 12) Machinery or equipment shall not be operated in a position where any part of the machine, suspended loads or lines can be brought closer than ten (10) feet from exposed high voltage (440 volts and over) lines unless the current has been cut off and positive means have been taken to prevent the lines from being energized. A signaller will be assigned to each place of equipment working under these conditions. All cranes and crane-type equipment will be equipped with boom stops and load blocks with operable safety latches on the hook. NOTE: Any cutoff of utilities must be requested and approved at least 48 hours in advance of the required outage.
- 13) Review of Lifting Plans - Where any installation requires lifts with cranes, hoists, or other lifting devices, the Buyer may require the Seller to develop and submit to the Buyer, a detailed lifting plan at least ten (10) days prior to the scheduled lift. This plan will NOT be reviewed by the Buyer other than to ensure that the Seller has developed a plan for the lift and to ensure that this plan is followed during the actual lift (placement, equipment capacity, rigging configuration, etc.). The responsibility for the actual lifting and installation shall remain completely the responsibility of the Seller.
- 14) Seller will conform to the plant tag and lockout procedure which required that the Seller lockout any existing active equipment which is shutdown for the Seller to work on the equipment.
- 15) Motorized, lift-type work platforms must be approved by a registered engineer or meet ANSI

standards. Fork-lift type trucks with makeshift platforms will not be used on site.

- 16) Temporary construction trailers will be tied down and the electrical service to the trailer will be properly grounded.

d. Housekeeping

A high standard of housekeeping shall be maintained on the construction site at all times. The purpose of this requirement is to ensure the safety of all personnel entering the construction area and to maintain a condition of housekeeping that is consistent with the appearance of the Buyer's facility. It is also recognized that the fire hazard caused by poor housekeeping in a construction area can endanger nearby buildings and personnel outside the construction area. The following requirements apply to all construction areas and to all construction projects and represent the minimum acceptable standard and level of effort by the Seller. Enforcement of these requirements is the responsibility of the Seller and inspections will be conducted by representatives of the Buyer on a periodic basis. At such time that inspections identify conditions which are not in compliance with these requirements, the Seller will be notified in writing by the Buyer and corrective action will be taken immediately. In the event that the Seller fails to adequately correct the discrepancy, the Buyer may, without prejudice to any other legal or contractual rights of the Government, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Buyer. The Seller shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

- 1) All inside work areas shall be swept at the end of each work shift. Outside work areas shall be raked, weather permitting, at least once per week.
- 2) All equipment and construction materials shall be stored in an orderly manner in designated storage areas. The storage areas shall be kept in such a condition to permit grass cutting if necessary. The Seller will perform grass and weed control within the bounds of the entire construction site.
- 3) Electrical cords, hoses and other lines shall be neatly stored when not in use. When in use, these items will be routed, secured and protected so as not to cause injury. Lines will not be placed across access ways, walkways or in a place where they create tripping hazards.
- 4) Wire and cable being removed or installed shall not be left hanging or lying on the floor or ground when work is completed or at the end of a workday. If the work is incomplete, the wire and cable shall be neatly coiled and laid or hung out of walkways to avoid safety hazards and to prevent damage to the cable itself.
- 5) All scrap construction materials and waste shall be picked up and disposed of at least daily. Debris is to be placed into waste containers provided by the Seller.
- 6) All excavations for underground structures and utility lines will be backfilled and graded promptly. Those excavations required to remain open beyond the work day will be properly marked and lighted for night time visibility. All openings and excavations will be properly barricaded at all times to prevent persons from falling.

- 7) Loose materials on roofs or other overhead structures must be removed or secured so that they cannot be blown or bumped off.

- 8) Forms, wood and other lumber shall be neatly stored when not in use. All nails shall be removed or bent over to prevent puncture wounds.

- 9) All flammable liquids, including: cleaning fluids, oils, paints and paint thinner must be stored in approved containers and in a storage area which provides proper separation from other structures and proper ventilation.

- 10) All liquid wastes, including: cleaning fluids, oils, paints, and paint thinner, etc., must be removed off the site by the Seller for proper disposal. Dumping of these materials into floor drains, toilets, storm sewers, drainage ditches, or other open ground (on the Buyer's plant site) is forbidden. Oil spills must be reported and proper cleanup is the responsibility of the Seller.

- 11) Before completing the work, the Seller shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Seller shall leave the work area in a clean, neat, and orderly condition satisfactory to the Buyer.

6. Medical Facilities

The Buyer's medical and emergency services are not available to the Seller except under extreme circumstances. All accidents, fires and the like that result out of and involve the construction work are the responsibility of the Seller. Reporting of all incidents will be made in accordance with the requirements stated herein.

7. Smoking Regulations

Smoking shall be permitted in designated areas only. No smoking is allowed on roofs and in penthouses. Smoking areas will be approved by the Buyer. The Seller shall post signs designating the approved smoking areas and shall provide sand filled receptacles and fire extinguishers for the area.

8. Hazardous Work Permits

The Seller shall comply with all applicable plant procedures for performing hazardous work including but not limited to the following:

- a. Welding/Burning Permit - Required for any open flame or spark-producing tools: welding, gas cutting, metal cutoff or chop saw, kerosene or gas heater, as an example.
- b. Excavating/Digging Permit - Required before ANY digging takes place on site. A pre-job conference may be required before excavation or trenching takes place. Drilling operation for any reason require an Excavating/Digging permit.
- c. Penetration Permit - Required before drilling or cutting a hole in any surface.
- d. Vessel Entry Permit Required before entering any confined space where quality or quantity of air is in question. The Buyer's Industrial Hygiene will make checks in the area before permitting Seller's entry. Confined spaces include electrical substations, electrical and utility manholes, electrical vaults, process vessels, etc.
- e. Cartridge-fired Fastening Tool Permit - This is a

powder-actuated device used to attach fasteners to concrete or steel. The operator must be certified in the use of the tool and a on-site inspection must be made before this permit will be issued.

The Buyer's representative, usually the Construction Inspector, will issue permits as needed. The Seller shall keep the construction inspector fully advised of any work requiring a permit and must allow reasonable time for the permit to be issued. The approved permit shall be displayed in the vicinity of the work being performed in a manner which is clearly visible.

In the event that the emergency alarm is sounded requiring that all hazardous work be terminated, the work may not be restarted until the permit is re-initiated by the approving authority.

No open fires are permitted on the construction site. Burning of trash or open fires for heat are examples of "open fires".

9. Emergency Procedures

- a. The Seller is responsible for the complete indoctrination of all employees on emergency procedures at the time the employee receives his project orientation. In addition, the Seller shall post all emergency procedures on the project bulletin board and at other conspicuous points on the project site.
- b. For emergency, dial 865-7111 (or 7111 on the Buyer's plant phone) and give the Security Duty Officer the following information:
 - o Name
 - o Telephone Number
 - o Location
 - o Nature of Emergency

NOTE: DO NOT HANG UP. MAINTAIN OPEN COMMUNICATION WITH THE DUTY OFFICER UNTIL INSTRUCTED OTHERWISE.

- c. A rising "whoop" on the public address system indicates an important emergency message. Listen and follow instructions.

SIREN

- d. A steady blast or tone for three to five minutes - seek shelter and information will follow over the public address system. In such cases, all permits will be automatically voided. The Seller will insure that all equipment is shut down prior to leaving the area or work site.
- e. System checks are conducted at NOON on the first Monday of every month. At any other time, it will be an attention signal and may constitute a "SEVERE WEATHER" or "TORNADO" warning.
- f. The Seller shall be responsible for establishing and maintaining a current evacuation, assembly and shelter plan and insure that all employees are indoctrinated in the route of evacuation and location of assembly points and shelters.

CLAXON

- g. This warning indicates a nuclear criticality incident. Immediate evacuation by the closest exit is required. Follow building personnel to the assigned assembly area and listen for a public address announcement to follow.

SINGLE STROKE ALARM BELLS

- h. Building Evacuation - Single stroke bells will ring in

a continuous pattern,....., for 30 seconds. This alarm will be followed by a public address announcement with instructions.

10. Use of Explosives

The use of explosives is not permitted unless conditions for their use and Seller liability therefore are expressly stated in the Technical Provisions, or unless such use is authorized in writing by the Buyer with express conditions concerning use and liability.

11. Fire Protection and Automatic Sprinkler Systems

Installation of fire protection equipment shall be accomplished by individuals certified by the State of Ohio.

- a. The Seller shall insure that the installation of all sprinkler piping and sprinkler heads are coordinated with the installation of ceiling and roof materials, overhead lighting, ductwork, piping and suspended equipment to provide an installation in complete compliance with appropriate NFPA Codes (particularly NFPA Std. 13 and 14).
- b. Fire Protection systems shall be activated by the Seller as soon as practically possible as requested by the Buyer. The date of such activation shall be included in and clearly identified in the Seller's approved schedule and bid breakdown and the Seller's request for payment. See Special Contract Requirements (Division 1) Paragraph, entitled "Schedules, Breakdowns, Reports, and Subcontracts".
- c. Fire Protection systems in existing buildings and/or areas being remodeled shall be kept in service throughout the term of the contract. The Seller shall, until final inspection and acceptance of facilities, be responsible for the proper maintenance of the fire protection system; however, once put into service, all outages will be reported and coordinated with the Buyer's Fire Department.
- d. The Seller shall provide and maintain fire extinguishers as required by NFPA-10 and OSHA Standards and other means of immediate fire protection for safe execution of the work. All fire extinguishers shall be mounted in clearly identifiable locations and clearly marked. Extinguishers shall be tagged with an inspection tag and the Seller shall perform monthly inspections by a duly qualified safety engineer who shall verify that the tag certifying that the extinguishers have been checked and are ready for use.
- e. All solvents, paint thinner, paint, and other flammable liquids shall be stored in a separate area away from buildings and other facilities such as transformers and compressed gas manifolds. Solvents must be kept in tightly closed approved storage containers. No other material (clothes, rags, tools, etc.) may be kept in the flammable storage area. All rags and other materials contaminated with solvents, paints, oils, and similar materials, must be removed from the construction area at the end of each work day.
- f. Use of salamander type heaters for any purpose is prohibited. The use of master electrical airplane heaters or equivalent is recommended. (Reminder: A fire permit is required for the operation of any portable type heating device regardless of the type or make.)

C. HEALTH PHYSICS

1. General

Work under this project involves construction in an area

where radioactive materials may be encountered. The areas in which the work is to be performed are free of contamination and will be kept clean to the best of the ability of the Buyer. Due to a possibility of contamination from radioactive material, the Seller will be required to comply with Health Physics rules. The following will serve as rules for Health Physics control of the Seller working within the site.

- a. Health Physics Operations personnel will have unrestricted access to all construction areas.
- b. The Seller's personnel shall be required to wear supplied dosimeters while working on the site.
- c. The Seller personnel shall be required to comply fully with any and all precaution signs posted by Health Physics.
- d. Prior to commencement of work within an area of known contamination, Health Physics personnel will instruct the Seller's personnel regarding all area alarm systems and the procedures to be followed in the event that an alarm should be sounded.
- e. Seller's personnel may have to receive a whole body count and be fitted for respiratory protection prior to working on the site.
- f. Personal monitoring of Seller personnel might be required at certain times. This would be done before leaving the construction area and before eating lunch. Monitoring would involve the use of supplied hand and foot monitors and would require approximately one minute per complete check. Wipe tests may be required in some instances.
- g. Urine samples may be required of the Seller personnel at the request of the Buyer. This is considered as normal personal safety record keeping for persons working in areas where contamination may be present.
- h. Clothing changes may be required for work in certain areas at certain times. This could involve nothing more than wearing of supplied rubber gloves and plastic shoe covers or in some cases may require a complete clothing change, which would be supplied, and showering and monitoring at the completion of the particular job.
- i. Seller personnel shall be required to comply with all Health Physics and Medical regulations in the event of the discovery of contaminated materials.
- j. Because of the nature of radioactive contamination, all injuries or incidences involving radioactive exposure should be handled by the Buyer's Medical Section wholly, or in conjunction with the Seller's personnel personal physician.
- k. Seller's tools and materials used on this project must be inspected and released before removal from the site.
- l. If any of the Seller's equipment becomes contaminated and cannot be decontaminated, the Seller will be reimbursed for the equipment at fair market value.

2. Control of Excavated Materials

- a. All excavating, digging and drilling will require an Excavating/Digging Permit. The Seller shall be responsible for scheduling this a minimum of 48 hours in advance so that underground utilities can be identified and Health Physics personnel can be scheduled to monitor the work.
- b. No soil shall be permitted to leave the site. It will be placed in designated areas on the Buyer's Property.

Unsatisfactory excavated material, rubble and demolition spoils shall be separated from the soil. Undesirable materials will be transported off the Buyer's property, preferably to the Pinnick Road Landfill. Disposal at any other site shall be approved by the Buyer's representative.

- c. All materials to be removed from the Buyer's property will be surveyed (monitored) and approved for removal from the site. The Health Physics Surveyor will issue a "Health Physics Waste Release" for each truck load of material leaving the site.
- d. In the event contaminated materials are encountered, work stoppages may occur. Work should not commence again in the particular area until decontamination has been accomplished and the Health Physics Group indicates that the area is within acceptable limits. The Seller would be granted such extension of time as this delay might incur based on the activities involved and their relationship to the overall project critical path.

D. ENVIRONMENTAL

1. Airborne Contaminant Protection

- a. Provide temporary coverings on building structure to contain airborne contaminants, such as, sandblasting debris and overspray, sprayed-on fireproofing overspray, painting system overspray, and similar items, from leaving building confines and distributing and depositing to adjacent structures, vehicles, or landscaping.
- b. In the event that contaminants do penetrate the protection system and deposit onto adjacent buildings, vehicles, or landscaping, provide restoration to the full satisfaction of the Buyer at no additional cost to the Government.
- c. Protection shall be a minimum of 4 mil thick polyethylene sheeting draped and overlapped over the structure. Provide taping of joints, if overlapping will not contain debris.

2. Temporary Soil Erosion and Sediment Control

a. General

- 1) Under the Buyer's NPDES (National Pollutant Discharge Eliminator System) Permit, the Buyer is required by law to control the levels of suspended solids entering the Great Miami River through the plant's discharge. Therefore, the Seller shall be required to provide measures to minimize the possibility of soil and or muddy water from entering the storm sewer system.

- 2) The erosion control requirements are to be tailored to meet the requirements of law and to accomplish the following particular items:

- a) To prevent water carrying suspended solids from contaminating previously completed work or work under construction.
- b) To prevent severe erosion of areas which will necessitate rebuilding of completed work.
- c) To permit only clear water to exit the construction site.

b. Requirements

- 1) In the event of conflicts between these requirements and pollution control laws, rules or regulations of other Federal, State or local

agencies, the more restrictive laws, rules, or regulations shall apply.

- 2) The Seller shall furnish all supervision, labor, material, equipment, tools, required to provide temporary control measures as detailed on the submitted and approved Erosion Control Plan or as ordered by the Buyer during the life of the contract, to control soil erosion and sedimentation. The use of straw or hay bales, dikes, temporary ditch checks, filters, benches, slope protection, sediment pits including basins and dams, slope drains, coarse aggregate, filter fabric, and use of temporary mulches, mats, seeding, and other control devices or methods necessary to control erosion and sedimentation shall be employed.
- 3) At least (2) weeks prior to the start of any construction, the Seller shall prepare and submit for approval an Erosion Control Plan, showing all erosion control measures to be used for the project, sequencing of work and types of monitoring to be employed. Details of individual control measures should be shown as well as other important features, i.e. stockpiling of excavation, road maintenance, etc. Design of the Erosion Control Plan shall be prepared by an individual qualified to perform drainage calculations of the type indicated for control of sedimentation.
- 4) The Design Storm for runoff requirements shall be:
For Maximum Velocity - Runoff = 4.0 inches per hour.
For Total Runoff - Runoff = 3.6 inches per 24 hours.
- 5) The ultimate responsibility for design and performance under this section rests with the Seller, and he shall modify his Erosion Control Plan in order to meet the conditions encountered.
- 6) The Seller shall incorporate erosion control features into the project at the earliest practicable time. Except where future construction operations will damage slopes, the Seller shall perform the seeding and mulching and other specified slope protection as substantial areas of exposed slopes can be made available. Control measures will be used, when and as directed by the Buyer, to correct conditions that develop during construction that were not foreseen during the submission of the Seller's Erosion Control Plan.
- 7) The permanent control provisions shall be coordinated with the temporary erosion control features to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction periods.
- 8) Temporary control may be required for construction work outside the construction limits such as borrow pit operations, haul roads, equipment and material storage sites and waste areas.
- 9) Based on the Seller's capability and progress in providing immediate temporary or permanent control measures in accordance with the accepted schedules to minimize the quantities of suspended solids leaving the construction site with storm runoff, the amount of surface area of erodible earth material exposed at one time by clearing and grubbing, excavation, borrow and fill operations within the construction limits shall be limited.
- 10) The Buyer may increase or decrease the allowable amount of surface area of erodible earth material

to be exposed at one time by clearing and grubbing, excavations, borrow and fill operations as determined by his analysis of project conditions. Factors such as soil erodibility, slope, cut or fill height, exposed area contributing to a water course and weather will be considered in this determination.

- 11) Where seasonal limitations or site conditions make permanent control provisions unrealistic, temporary erosion control measures shall be taken immediately.
- 12) All areas disturbed by the construction work shall be seeded and mulched or otherwise treated in accordance with provisions of the Technical Specifications or drawings.
- 13) Drainage pipe shall be installed, operative, and the erosion control plan instituted, before any other work begins.
- 14) Any area disturbed and left incomplete, shall be covered with a straw mulch which shall be maintained for the duration of the project and removed when landscaping is performed.
- 15) Temporary seeding shall consist of perennial ryegrass, sown at the rate of 2 pounds per 1000 square feet. Straw or hay mulching material shall be applied at a rate of approximately 1 ton per acre and kept in place with asphalt emulsion applied at a rate of 60 gallons per ton of mulch. Commercial fertilizer shall be (12-12-12).
- 16) Temporary ditch checks shall consist of straw or hay bales or coarse aggregate.
- 17) Temporary inlet filters and filter dikes shall consist of straw or hay bales or filter fabric adequately supported on fencing material.
- 18) Temporary slope drains shall consist of pipe, coarse aggregate, riprap, rock channel protection, mats, plastic sheets, or other materials. Such materials shall be approved by the Buyer before being incorporated into the work. Sediment pits may be included as part of slope drain construction.
- 19) Temporary sediment basins and other control structures shall be constructed and maintained by the Seller. Sand or fabric filters may be required.
- 20) Temporary erosion control features shall be acceptably maintained and shall subsequently be removed or replaced by the Seller when directed by the Buyer. Removed materials shall be disposed of in accordance with the Article entitled "Health Physics Aspects for Control of Excavated Materials, and Materials to be Removed from Construction Site".
- 21) If in the opinion of the Buyer, proper control of soil erosion and sedimentation is not to be provided by the Seller, the Buyer may take the necessary steps to provide corrective measures and the cost of such services will be deducted from any money which may be due or become due the Seller.

E. ASBESTOS HANDLING

1. Asbestos has been determined to be a toxic material and requires special handling during removal. Asbestos removal is controlled by the Montgomery County Regional Air Pollution Agency and by OSHA Standard 1910.1001 and

OSHA Standard 1926.58. The removal and disposal of all asbestos materials shall conform to all OSHA and Montgomery County Regional Air Pollution Agency requirements.

2. In order to ensure the health of the Buyer's employees as well as the health of the Seller's workers, surveys will be conducted of the construction site prior to commencement of construction activities by the Buyer's Industrial Hygiene personnel. This survey will be to identify the presence of any asbestos in the work areas. However, in the event previously unidentified asbestos or suspected asbestos is encountered, the Buyer shall be notified immediately.
3. No asbestos or suspected asbestos shall be removed by the Seller's personnel or the Seller's subcontractor personnel for sampling purposes or for any other reason, until the Buyer's Industrial Hygiene group has been notified and reviewed the jobsite. Sample will be provided to the Seller or to the Seller's subcontractors if requested. These samples must be obtained in the presence of the Buyer's Industrial Hygiene personnel so the sample location, sample condition, and other pertinent data can be properly recorded.
4. If the removal and abatement of asbestos is included as part of this construction package, the specific scope of this removal and abatement will be covered in the Technical Provisions sections of the specifications.

ARTICLE 5: SECURITY MEASURES

A. GENERAL

1. The work under this contract will be performed in a security area and all employees of the Seller and his subcontractors, regardless of tier, must be citizens of the United States and either possess proper access authorization from DOE or be under escort, to be provided by the Government at no cost to the Seller. All vehicles and packages, crates, tool boxes, etc., will be subject to search at any time.
- Foreign Nationals may be admitted only when there is an urgent need and after receiving security approval from the Department of Energy. This request is submitted to DOE through EG&G Security Education and generally takes at least twelve weeks to process. Strict guideline have been established which include a letter of justification, a detailed security plan, floor plan and maps with route indicated, list of contacts, briefing and debriefing sessions. The request must be signed by an EG&G Department Director. Requests for uncleared Foreign Nationals will not be submitted if there is a U.S. citizen available to accomplish the purpose of the visit.

Seller employees who possess a DOE personnel security clearance will be permitted access to the security area under special controls.

Uncleared Seller employees will be required to obtain a red contractor badge which will be issued at the point of entry to the site, either guard post #2 or guard post #3. They must be able to furnish a picture identification to be issued a red contractor badge.

Names of all individual desiring entry to the site must be furnished to the Inspection Data Control Clerk (865-4770) by 1:00 p.m. of the day prior to their visit. Names should be submitted by the Seller superintendent for all his employees and the employees of his subcontractors. If a name does not appear on the approved access list, that person will be denied entry to the site.

2. When work is to be performed in a security area the Seller shall provide, on a weekly basis, a listing of projected escort needs for the following week no later than 12:00 Noon on the preceding Friday by calling the Security Duty Officer at 865-4800. This is necessary so that security guard escorts can be scheduled. The Seller is responsible for arranging for escorts for his activities as well as the activities of his subcontractors. If the Seller decides not to work as scheduled, for any reason, such as weather, shortage of material, etc., he must call the Buyer's Security Duty Officer at 865-4800 as soon as this is known so that the guard escort can be cancelled. The Seller should make every effort to notify the Coordinator of cancellations at least two hours prior to his scheduled time of work. Where escorts are needed for work during holidays or scheduled EG&G shutdowns, a request for escorts should be made a minimum of 2 weeks in advance.
3. The Seller shall furnish to the Buyer a letter listing all subcontractor organizations, any deviations from the normal workday or workshift at the Buyer's facility. Access shall be granted for the period of performance of work. The Buyer reserves the right to exclude from the work site any employee as deemed appropriate.
4. The Buyer shall be notified of the termination of employment of individuals submitted for access and the reason for termination.
5. Cameras, copying or reproduction devices, recording devices, radio transmitters or receivers, dangerous weapons or materials are not permitted on the Buyer's property. To assure that the above listed prohibited articles are not taken into the plant, all vehicles entering and leaving the site will be searched. Individuals and any packages carried on or off the Buyer's site are subject to search by the guard when entering and/or leaving the site.

Seller personnel will not normally be allowed to bring in two-way radios or computers. However, if they are necessary to the work, special permission may be granted by Security. Request must be made through the project engineer or inspector.

Seller vehicles containing cellular telephone will be allowed in the Controlled areas, but will NOT be allowed in the Security areas.

6. Seller normal working hours within the SECURITY area which requires a guard escort are from 7:30 a.m. to 3:30 p.m., Monday through Friday. Working hours in the CONTROLLED area and/or that work which does not require a guard escort shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday.
7. All traffic regulations, instructions, and signs shall be rigidly observed by the Seller while on the Buyer's property. Failure to observe such rules and regulations will be cause for the Seller's vehicle being barred from entering the site.
8. Speed limit for the plant is 15 mph.
9. No Seller's trucks or delivery trucks, gross vehicle weight 16,000 pounds and over shall be on plant roadways between the following hours, Monday through Friday:

7:15 a.m. to 3:00 a.m.
4:00 p.m. to 5:00 p.m.

The Seller shall insure that all purchase orders issued include the above stated delivery requirements.

- 10 The Seller shall be responsible for maintaining traffic on plant roadways through and adjacent to the

construction site. During normal work hours, at least one lane of traffic will be maintained. In the event it becomes necessary to completely close the road to traffic for any length of time, the Seller shall notify the Buyer representative at least 48 hours in advance of the anticipated closure. Some closures may require scheduling after hours or on weekends.

11. In the event normal plant pedestrian traffic will be disrupted by the construction, Seller shall make provisions for rerouting traffic with necessary signage, barricades, temporary walkways, etc.

8. CONSTRUCTION SITE CONTROLS

1. Seller employees shall remain within the site temporary security fencing at all times, or be working under the control of a security escort when performing work within a security area.
2. The Seller shall not move, alter, or cut an opening in a temporary or permanent security fence without first obtaining permission from the Duty Officer and a guard escort is present. All security fencing shall be returned to a condition acceptable to the Duty Officer prior to leaving the area at the end of the work day.
3. Individual Seller employees leaving a security area must notify the guard assigned to the construction site who in turn will notify the guard shuttle. The shuttle will escort these employees from the site.
4. The Seller shall furnish and maintain during the performance of this contract, security fencing specified by the Buyer in the drawings and Technical Provisions. All fencing and fencing material shall become the property of the Government. During the progress of work, the temporary fencing will be relocated as directed by the Buyer. Seller shall remove and dispose of all temporary fencing at the completion of the project as directed by the Buyer and shall restore surface adjacent to the fencing to their original condition or as otherwise specified in the project drawings and specifications.

a. Temporary Security Fences: Temporary fencing will be a minimum of 8'0" high, topped with 2 barbed wire strands. Apply barbed wire and fence fabric to the outside of the fence structure. Hardware and other attachment devices shall be installed on the protected side of fence and positioned to impede unauthorized access. Other requirements for Temporary Security Fences will be covered in the Technical Provisions and Design Drawings.

b. Temporary Wood Partitions: Furnish and erect 5/8 inch solid plywood partitions as indicated on Drawings. Extend up to structure above or install temporary plywood ceiling of same material as wall. All openings, joints, and potential dust passages shall be taped on side opposite construction area. Paint with fire retardant paint.

c. Temporary Wood Doors: Provide 3/4 inch plywood doors where shown on Drawings. Hardware shall consist of 1-1/2 inch hinges and hasp for padlock, located on side opposite construction area and fastened to prevent removal from construction side. Tape openings as above. Paint both sides with fire retardant paint.

C. CONSTRUCTION MATERIAL CONTROLS

1. The Seller shall be totally responsible for keeping construction trash, dirt or other debris cleaned off of the plant roads and Contractor's parking lots at all times.

2. Stacking material, siting temporary facilities or parking construction equipment within twenty feet of a temporary or permanent security fence is prohibited.

3. Storage of material and/or equipment will be permitted inside the designated construction area.

4. The Buyer will not be responsible for materials stored in the staging areas. Seller shall provide his own secure storage and shall have attendant on duty at staging area to receive shipments.

D. VEHICULAR ACCESS

1. ACCESS TO SITE

a. Parking space will be provided outside of the controlled area for the Seller's use. All Seller employees will park in the Seller Employees Parking lot accessible from Genner Road.

b. Transportation to and from the parking site to the construction site must be provided by the Seller at no additional expense to the Government.

c. Access to the Buyer's site and exit from the Buyer's site is via Guard Post # 2. This post is open from 6:00 a.m. to 5:00 p.m. Monday through Friday for cleared and uncleared contractor personnel.

If the Seller plans to work beyond guard post closing hours or on Saturday, Sunday or holidays, special arrangements must be made with the Security Duty Officer.

The guard at Guard Post #8, on Hound Road, will permit only the following construction vehicles into the site:

1) Construction equipment being used in the work such as earth-moving equipment, dump trucks, cranes, etc.

2) Construction vehicles delivering materials or supplies to the construction site.

d. When entering the Buyer's site, all Seller employees, subcontractor employees, Seller delivery drivers, Seller visitors and others not holding "Q" security clearances must present their picture identification to the security guard in order to be issued a red contractor badge.

1) Badges shall be worn at all times in plain view. It must be worn on an outer garment and above the waist.

2) Picture badges of "Q" cleared Seller personnel shall be maintained by Security at Guard Post #2. The badge shall be returned to the Security Guard at Guard Post #2 upon exiting the site.

e. Access to the plant site permits movement to controlled areas only, i.e., private contractor parking, land fill area, and to security area guard posts.

f. Guard service is NOT required when performing work in a CONTROLLED AREA. Seller employees must, however, go directly to and from the construction jobsite and remain on the jobsite at all times when on the Buyer's site.

2. ACCESS TO SECURITY AREAS

- a. Access from the controlled area to the security area will be through post #5 for the main hill, post #23 for the Test Fire area, and through post P5 for the SH/PP area.
- b. Guard posts are open from 6:30 a.m. to 5:00 p.m. Monday through Friday.
- c. Limited parking space will be provided for the Seller's and his employees use near the construction site. This access and parking will be closely controlled by a monthly vehicle access pass distributed by the Security Duty Officer. Parking passes will be issued on a space-available basis as determined by the Security Duty Officer. Temporary permits will be issued only in emergency situations and for the transport of tools and materials. Temporary permits will be issued for routine material deliveries by non-contractor vehicles. Additional Seller parking is available at the contractor parking lot on the south property and accessible from Banner Road.
- d. Transportation to and from the parking sites to the construction site must be provided by the Seller at no additional expense to the Government.
- e. Guards will be instructed to permit a single vehicle driven by the Seller's supervisor onto the site and then only by specific permit. This vehicle shall be utilized to shuttle construction employees to and from the construction site. Where possible, the Seller shall utilize one of the construction vans or vehicles used for tools or materials to serve as a shuttle. If operating in a security area, a guard will be required in the vehicle or in escort of the vehicle.
- f. Guards will not permit access to the site of Seller employee private vehicles. These vehicles shall be parked in a designated parking area outside the security area from which employees shall be shuttled. This parking lot will be located at a remote location and the Seller will make all transport arrangements at no additional expense to the Government.
- g. Subcontractors will be provided parking passes by the Seller's on-site representative. Any vehicles entering the security areas must be company vehicles dedicated to the transport of personnel, tools or equipment necessary to the conduct of the work. Subcontractor employees shall be shuttled to and from the Contractor's parking lot in the same manner as described above.
- h. All delivery vehicles admitted to the security area will be searched before entering and leaving.

ARTICLE 6: PAYMENT AND PERFORMANCE BONDS

(Applicable only if contract exceeds \$25,000).

A. PAYMENT BOND

The Seller agrees to furnish either (i) in the form of good and sufficient surety or sureties acceptable to the Buyer for the protection of persons furnishing material or labor in connection with the performance of the work under this agreement on Form HL-3163, or (ii) in lieu thereof, to deposit for this purpose one of the types of security listed in Federal Acquisition Regulation (48 CFR) 28.203. The penal sum of such security shall be 50% of the contract price or estimated contract price. If this contract is in excess of \$1 million dollars but not more than \$5 million dollars, the penal sum shall be 40% of the contract price or estimated contract price. When the contract price is more than \$5 million dollars, the penal sum shall be \$2,500,000.

B. PERFORMANCE

The Seller further agrees to furnish either (i) a Performance Bond with good and sufficient surety or sureties acceptable to the Buyer or Government in connection with the performance of the work under this agreement on Form HL-3164, or (ii) in lieu thereof, to deposit for this purpose one of the types of security listed in Federal Acquisition Regulation (48 CFR) 28.203. The penal sum of such performance bond shall be 100% of the contract price (or estimated contract price).

C. DATE OF BOND

Any bonds or other securities required hereunder will be dated as of the same or later date than the date of the contract and will be furnished by the Seller to the Buyer at the time the contract is executed.

D. BASIS FOR PAYMENT

1. Progress payments will be computed on the basis of the percentage of completion of the work in place as determined by the approved progress schedule multiplied by the lump sum activity price, the percentage of completion of each activity representing the ratio of value of that activity completed to the total price of the activity as determined by the application of prices shown in the application of prices shown in the approved breakdown of bid.
2. No payment(s) shall be made to the Seller until the breakdown of bid and the progress schedule have been submitted to and approved by the Buyer.
3. Payment may be made, at the Buyer's discretion, for materials delivered to the Seller and stored in off-site locations when the following conditions are met.
 - a. Storage site/warehouse is located within a 100 mile travel radius of the site.
 - b. The Seller provides proper proof of ownership including records of payment to the vendor and proper title to the equipment/material.
 - c. The Seller provides proof of insurance coverage of the material/equipment while stored in the approved location.
 - d. The material/equipment is properly tagged to identify contract number and equipment number.
 - e. A defined and separate storage area is identified and equipment/material is segregated within this area.
 - f. A separate pay request is submitted to include all of the proper certifications and documentation as required above.

E. CHANGES AFFECTING CONTRACT PRICE

The EG&G Contracting Representative will be notified immediately of any changes or circumstances which would affect contract price. In no case will cost associated with changes incurred prior to approval by the EG&G Contracting Representative be considered. Under no circumstances will an extension be granted in the contract without a revised logical Bar chart schedule and analysis of the effect of changes on the critical path.

F. CHANGES AFFECTING DELIVERY

The EG&G Contracting Representative shall be notified immediately of any changes or circumstances which would affect timely delivery of any item. In no case will failure to gain timely delivery of required material, equipment, or other items necessary to complete the work as scheduled, be accepted as reasoning for contract time extension.

G. TRANSPORTATION OF EQUIPMENT AND MATERIALS

Except as specifically modified by other paragraphs of the specifications, it shall be the Seller's responsibility to transport all equipment and materials used by him to the site at his own expense. Information concerning the availability of facilities may be obtained from the Buyer.

H. FIRE PROTECTION DURING CONSTRUCTION - PAYMENT WITHHOLDING

Whenever the Technical Provisions require fire protection during construction, the Buyer may withhold payment until the fire protection system is in operation.

ARTICLE 7: INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance, with coverage at not less than the minimum stated, are required:

Type	Minimum Coverage
Worker's Compensation	To comply with applicable Federal and State worker's compensation and occupational disease statutes.
Employer's Liability	\$100,000 each occurrence
Comprehensive General Liability (Bodily Injury)	\$100,000 each person \$500,000 each occurrence.
Comprehensive General Liability (Property Damage)	\$100,000 each occurrence
Comprehensive Automobile Liability	\$200,000 per person and \$500,000 per occurrence (bodily injury) \$20,000 each occurrence (property damage).

ARTICLE 8: INDEMNIFICATION BY SELLER

The Seller shall indemnify and hold harmless the Government and its agents and employees from and against all liability, claims and suits for injury or death to persons and damage to property (other than Government property) based upon or arising from the operations of the Seller and his subcontractors in the performance of this contract.

ARTICLE 9: QUANTITIES AND PAYMENT

- A. Except where otherwise stated on the Bid Schedule, quantities shown thereon are estimated quantities. Seller shall perform all work as required herein after by the Technical Sections of the specifications and in the drawings, at the contract unit price, whether the actual quantities installed are more or less than those listed in the contract's Schedule of Bid Items. The Buyer reserves the right to increase the quantity or measurement specified in any item of the schedule by 25 percent or less without change in the unit price, if at any time during the life of the contract such an increase shall be determined to be in the interest of the Buyer. Length of pipe, conduit, and cable shall be based on centerline measurement.
- B. Unit price payment will be made on actual measurement of lengths, volume or units installed. All items of material, labor, appliances or equipment that are not specifically enumerated for payment as separate items in the Schedule of Bid Items, but which are required to complete the work as shown on the drawings and/or called for in the specifications shall be considered as obligations of the Seller, and no separate measurement

or payment therefor will be made.

ARTICLE 10: WARRANTIES

- A. With regard to the warranty under General Provisions the article, entitled "Warranty of Construction", the Seller warrants all work covered by these specifications (including all machinery and equipment, parts and assemblies thereof) against failure caused by omission of materials, defective materials or poor workmanship, or improper handling or workmanship, for a period of one year from the date of acceptance of the completed work. In addition to the foregoing and without limitation to a one-year period, the Seller agrees to obtain for the benefit of the Buyer and the Government any and all warranties and guarantees ordinarily obtainable from manufacturers or sellers of machinery or equipment specified or approved for incorporation into the work.
- B. All roofing and flashing work specified herein shall be warranted for an initial period of two years.
- C. If the Buyer takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Buyer takes possession.
- D. The Seller shall remedy, at the Seller's expense, any failure to conform, or any defect. In addition, the Seller shall remedy at the Seller's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of --
1. The Seller's failure to conform to the contract requirements; or
 2. Any defect of equipment, material, workmanship, or design furnished by the Seller.
- E. The Seller shall restore any work damaged in fulfilling the terms and conditions of this article. The Seller's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- F. The Buyer shall notify the Seller, in writing, within a reasonable time after discovery of any failure, defect, or damage.
- G. If the Seller fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice by the Buyer, the Buyer shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Seller's expense.
- H. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Seller shall --
1. Obtain all warranties that would be given in normal commercial practice.
 2. Require all warranties to be executed, in writing, for the benefit of the Buyer, if directed by the Buyer; and
 3. Enforce all warranties for the benefit of the Buyer, if directed by the Buyer.
- I. In the event the Buyer's warranty under the above paragraphs of this article has expired, the Buyer may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- J. Unless a defect is caused by the negligence of the Seller or the subcontractor or supplier at any tier, the Seller shall not be liable for the repair of any defects

of material or design furnished by the Buyer nor for the repair of any damage that results from any defect in Government-furnished material or designs.

- K. This warranty shall not limit the Government's rights under the Inspection and Acceptance article of this contract with respect to latent defects, gross mistakes, or fraud.
- L. Defects in the design or manufacture of equipment specified by the Buyer on a "brand name and model" basis, shall not be included in its warranty. In this event, the Seller shall require and subcontractors, manufacturers, or suppliers thereof to execute their warranties in writing, directly to the Buyer.

ARTICLE 11: PROTECTION OF EXISTING INSTALLATION, MATERIAL, VEGETATION AND WORK

- A. The Seller shall protect all existing structures, traffic signs, and installations of any kind (including underground property or underground utilities which are properly indicated in the specifications and/or drawings or the existence of which is otherwise made known to the Seller) against damages or interruption of service. He shall at all times protect and preserve all materials, supplies and equipment of every description, including property which may be Government-furnished or owned, and all work performed. All request of the Buyer to enclose or especially protect such property shall be complied with.
- B. The Seller shall preserve and protect all vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Seller shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Seller shall, at his own expense, trim these limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by the Buyer.
- C. The Seller shall protect from damage all existing improvement and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Seller. The Seller shall, at his own expense, repair any damage to these facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Seller fails or refuses to repair the damage promptly, the Buyer may have the necessary work performed and the costs charged to the Seller.
- D. If the Buyer determines that such structure, installations, materials, equipment, vegetation, supplies, and work performed are inadequately protected by the Seller, necessary protective action may be taken by the Buyer and the cost therefore shall be charged to the Seller or be deducted from any payments due him. Unless otherwise stated in these Special Conditions or directed by the Buyer, damage to any utilities, the existence of which is not made known or not indicated in the specifications or drawings, shall be repaired immediately by the Seller and payment will be made for such repairs based on the actual labor, materials and overhead costs, without profit, and the time for performance will be extended to the extent that the entire contract work was delayed.

ARTICLE 12: COMPLETION OF WORK

A. POSSESSION PRIOR TO COMPLETION

The Buyer or the Government shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work.

B. DELAY IN COMPLETION

Without limiting any other rights or remedies of the Buyer or the Government provided by law or under this contract, in the event the allocated period set forth in this contract is exceeded, the Seller will be held responsible for any and all expenses for inspection services.

ARTICLE 13: STORAGE AND WORK AREAS

- A. Only materials, appliances, and plans to be used for the performance of the contract work may be stored in stockpile areas or in warehouses and shop facilities (whether erected by the Seller or not) located on Government-controlled land. If the Seller abandons the performance of the contract work or if the Seller's right to proceed is terminated pursuant to the article of the General Provisions entitled "Default - Fixed-Price Construction", the Seller shall hold and save the Government and its officers and agents free and harmless from any liability of any nature or kind, arising from the Government's entry into such stockpile areas, warehouses, or shop facilities and from the Government's taking possession of and utilizing such materials, appliances, and plant in completing the contract work.
- B. All operations of the Seller, including storage of construction materials and equipment, upon Government premises shall be confined to areas authorized or approved by the Buyer. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials shall be made upon Government premises. The Seller shall hold and save the Government, its officers and agents free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by Seller's performance.
- C. The Seller shall, under regulations prescribed by the Buyer, use only established roadways or construction and use such temporary roadways as may be authorized. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicles or prescribed by an applicable Federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks or to operate heavily loaded vehicles on surfaced streets, sidewalks or developed areas, protection against damage shall be provided by the Seller and any damaged roads, curbs, sidewalks or developed areas, shall be repaired by, or at the expense of the Seller.
- D. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Seller only with the approval of the Buyer and shall be built with labor and material furnished by the Seller without expense to the Government. The temporary buildings and utilities shall remain the property of the Seller and shall be removed by the Seller at its expense upon completion of the work. With the written consent of the Buyer, the Buildings and utilities may be abandoned and need not be removed.
- E. The Seller shall provide and maintain, during the entire period covered by this contract, a weather-tight bulletin board approximately 3 feet high by 5 feet long. It shall be mounted in a conspicuous place, as approved by the Buyer, accessible to all employees of the Seller

and subcontractors. The bulletin board will remain the property of the Seller. All Government posters or notices, the contract Davis-Bacon wage rate decision, Seller safety programs, and any publications in the interest of workmen shall be displayed.

ARTICLE 14: UTILITIES

A. WATER AND ELECTRICITY

In accordance with the contract article entitled Availability and Use of Utility Services, water and electricity will be furnished to the Seller without charge.

B. TEMPORARY UTILITY SERVICE

The Seller shall install and maintain, at his own expense, all temporary utility connections to existing distribution systems. Such connections will be made only at locations approved by the Buyer. The temporary lines and connections will be furnished, installed, connected and maintained by the Seller in a workmanlike manner, satisfactory to the Buyer, and furnished with acceptable protective devices necessary to prevent damage to the Government property. Inspection and acceptance by the Buyer shall not relieve the Seller's negligence in installing or maintaining such temporary utility service. The utility services shall be restored to their original condition, unless otherwise authorized by the Buyer, at the expense of the Seller, when the temporary connections are removed.

C. TEMPORARY LIGHTING, HEATING AND VENTILATION

The Seller shall be responsible for furnishing and maintaining adequate facilities, approved by the Buyer, for temporary lighting, heating and ventilation as required in all areas during the prosecution of the work. Minimum temperatures as specified in various technical sections shall be maintained, and lighting and ventilation shall be maintained at levels high enough to afford safety to personnel and to provide suitable environment in which requirements of specifications can be accomplished. General site lighting shall be provided and maintained to afford visibility of the entire site during hours of darkness.

D. TELEPHONE

All telephones required by the Seller including a telephone in the Buyer's field office shall be furnished at the Seller's expense.

E. INTERRUPTIONS TO UTILITY SERVICE

Certain portions of the work may require interruptions to utility services. No outage shall be permitted without prior consent of the Buyer. All outages shall be held to a minimum in number and duration. Specific requirements shall be set forth in various technical sections. All utilities tie-in costs and premium time required to complete tie-ins at the direction of the Buyer shall be included in the total contract price. If utilities cannot be taken out of service within the time required by the schedule, the Seller shall, at no additional cost to the government, make said tie-ins by other means available such as "wet taps". Such tie-ins shall be approved by the Buyer and conducted in accordance with all applicable safety regulations and procedures.

ARTICLE 15: TESTING

Unless specifically stated to the contrary, all testing performed under this contract will be paid for by the Seller and performed by him or, where testing by a testing organization is called for or required, by an organization

approved by the Buyer. Unless waived in writing by the Buyer, all such tests shall be made in the presence of the Buyer. When such presence is so waived, sworn statements, in triplicate, of the tests made and the results thereof shall be furnished to the Buyer as soon as possible after the tests are made.

ARTICLE 16: STATE LIEN STATUTES

State lien statutes are not applicable to construction contracts of the Federal Government; therefore, notices to the Government pursuant to such statutes will not be acknowledged. The Miller Act (40 USC 270a-270d) may provide a remedy for unpaid persons of firms furnishing labor and/or materials in the prosecution of the work provided for in Government contracts.

ARTICLE 17: RATES OF WAGES - LABOR STANDARD PROVISIONS

The wage rates and fringe benefits for building construction contained in the determinations of Department of Labor (including any modifications thereof) shall be the minimum rates paid by the Seller and his subcontractors for the work covered by this contract.

ARTICLE 18: DISPUTES

- A. Pending the final resolution of any dispute involving this contract, Seller agrees to proceed with performance of this contract, including the delivery of goods or services in accordance with Buyer's written instructions.
- B. Seller shall submit to Buyer a written demand for Buyer's final decision regarding the disposition of any dispute between the parties relating to this contract, unless Buyer, on its own initiative, has already rendered such a final decision. Any final decision by Buyer shall be expressly identified as such, shall be in writing, and shall be signed by Buyer, except that Buyer's failure to render a final decision within ninety (90) days after receipt of Seller's demand shall be deemed a final decision adverse to Seller's contentions.
- C. Buyer's final decision shall be conclusive and binding regarding the dispute unless the parties agree to an arbitrator or the Seller commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

GENERAL PROVISIONS
FOR
FIXED PRICE CONSTRUCTION CONTRACTS

EG&G MOUND APPLIED TECHNOLOGIES, INC.
MOUND ROAD, P.O. BOX 3000
MIAMISBURG, OHIO 45343-3000

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS (NOV 1988)	1
ARTICLE 2: COVENANT AGAINST CONTINGENT FEES (APR 1984)	1
ARTICLE 3: COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)	1
ARTICLE 4: TERMS AND CONDITIONS (SEPT 1989)	1
ARTICLE 5: APPLICABLE LAW (NOV 1988)	1
ARTICLE 6: MATERIAL AND WORKMANSHIP (APR 1984)	1
ARTICLE 7: PERMITS AND RESPONSIBILITIES (APR 1984)	1
ARTICLE 8: OFFICIALS NOT TO BENEFIT (APR 1984)	2
ARTICLE 9: ORDER OF PRECEDENCE (JAN 1986)	2
ARTICLE 10: EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)	2
ARTICLE 11: SUSPENSION OF WORK (APR 1984)	2
ARTICLE 12: AUDIT - SEALED BIDDING (APR 1985)	2
ARTICLE 13: CERTIFIED COST OR PRICING DATA (APR 1984)	2
ARTICLE 14: PLEDGES OF ASSETS (FEB 1990)	3
ARTICLE 15: BUYER PROVIDED INFORMATION (NOV 1989)	3
ARTICLE 16: UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)	4
ARTICLE 17: UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)	4
ARTICLE 18: UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)	4
ARTICLE 19: NOTICE TO THE BUYER OF LABOR DISPUTES (APR 1984)	4
ARTICLE 20: AUTHORIZATION AND CONSENT (APR 1984)	5
ARTICLE 21: CONVICT LABOR (APR 1984)	5
ARTICLE 22: EQUAL OPPORTUNITY (APR 1984)	5
ARTICLE 23: NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APR 1984)	5
ARTICLE 24: FEDERAL, STATE AND LOCAL TAXES (APR 1984)	6
ARTICLE 25: AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)	6
ARTICLE 26: PRICING OF ADJUSTMENTS (APR 1984)	8
ARTICLE 27: AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)	8
ARTICLE 28: AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1989)	9
ARTICLE 29: CLEAN AIR AND WATER (APR 1984)	10
ARTICLE 30: BUY AMERICAN ACT - CONSTRUCTION MATERIALS (APR 1984)	10
ARTICLE 31: ADDITIONAL BOND SECURITY (APR 1984)	10
ARTICLE 32: INSURANCE WORK ON A GOVERNMENT INSTALLATION (SEPT 1989)	10
ARTICLE 33: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (APR 1989)	11

ARTICLE 34: ASSIGNMENT (NOV 1988)	11
ARTICLE 35: PERFORMANCE OF WORK BY THE SELLER (APR 1984)	12
ARTICLE 36: DIFFERING SITE CONDITIONS (APR 1984)	12
ARTICLE 37: SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)	12
ARTICLE 38: SUPERINTENDENCE BY THE SELLER (APR 1984)	12
ARTICLE 39: OTHER CONTRACTS (APR 1984)	12
ARTICLE 40: PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT UTILITIES AND IMPROVEMENTS (APR 1984)	12
ARTICLE 41: OPERATIONS AND STORAGE AREAS (APR 1984)	12
ARTICLE 42: USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)	13
ARTICLE 43: CLEANING UP (APR 1984)	13
ARTICLE 44: ACCIDENT PREVENTION (APR 1984)	13
ARTICLE 45: AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)	13
ARTICLE 46: CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAR 1986)	13
ARTICLE 47: RELEASE OF INFORMATION (NOV 1989)	14
ARTICLE 48: LAYOUT OF WORK (APR 1984)	14
ARTICLE 49: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	14
ARTICLE 50: CHANGES - CONSTRUCTION (AUG 1987)	15
ARTICLE 51: EXTRAS (APR 1984)	15
ARTICLE 52: INSPECTION OF CONSTRUCTION (JUL 1986)	15
ARTICLE 53: PREFERENCE FOR U.S. FLAG AIR CARRIERS (APR 1984)	15
ARTICLE 54: PRIORITIES, ALLOCATIONS AND ALLOTMENTS (NOV 1989)	16
ARTICLE 55: TERMINATION FOR CONVENIENCE OF THE BUYER OR GOVERNMENT (APR 1984)	16
ARTICLE 56: DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)	18
ARTICLE 57: WARRANTY OF CONSTRUCTION (APR 1984)	18
ARTICLE 58: SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)	18
ARTICLE 59: SELLER'S ORGANIZATION (NOV 1989)	19
ARTICLE 60: PATENT INDEMNITY - CONSTRUCTION CONTRACTS (APR 1984)	19
ARTICLE 61: VALUE ENGINEERING - CONSTRUCTION (MAR 1989)	19
ARTICLE 62: PRINTING (APR 1984)	20
ARTICLE 63: REPORTING OF ROYALTIES (NOV 1989)	20
ARTICLE 64: DAVIS BACON ACT (FEB 1988)	20
ARTICLE 65: APPRENTICES AND TRAINEES (FEB 1988)	21
ARTICLE 66: PAYROLLS AND BASIC RECORDS (FEB 1988)	22
ARTICLE 67: WITHHOLDING OF FUNDS (FEB 1988)	22
ARTICLE 68: SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)	22

ARTICLE 69: CONTRACT TERMINATION-DEBARMENT (FEB 1988)	23
ARTICLE 70: DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)	23
ARTICLE 71: COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)	23
ARTICLE 72: COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)	23
ARTICLE 73: CERTIFICATION OF ELIGIBILITY (FEB 1988)	23
ARTICLE 74: LIMITATIONS ON SUBCONTRACTING (NOV 1989)	23
ARTICLE 75: NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY	23
ARTICLE 76: ANTI-KICKBACK PROCEDURES (OCT 1988)	24
ARTICLE 77: EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)	24
ARTICLE 78: GOVERNMENT PROPERTY (NOV 1989)	24
ARTICLE 79: LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)	26
ARTICLE 80: PROTEST AFTER AWARD (AUG 1989)	28
ARTICLE 81: RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS (MAY 1989)	28

ARTICLE 1: DEFINITIONS (NOV 1988)

SOURCE: EG&G

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) "Government" - This term as used in this contract means either the U.S. Government, the U.S. Department of Energy, or in some cases, the Buyer as defined in paragraph (d) below.

(b) "DOE" - The United States Department of Energy, The Secretary of the Department of Energy, or any duly authorized representative of the Secretary, including the Area Manager, Dayton Area Office, DOE.

(c) "EG&G Mound Applied Technologies, Inc." - A prime contractor of The United States Department of Energy, which operates the Mound facility under DOE Contract No. DE-AC04-88DP43495, as amended also defined as the Buyer.

(d) "Buyer" - The term as used in this contract means both EG&G Mound Applied Technologies, Inc. as an entity and the Contracting and Procurement office individual authorized to execute and/or administer this contract on behalf of EG&G Mound Applied Technologies, Inc., or the authorized successor to such person.

(e) "Seller" - The term as used in this contract means the contractor, the person or persons which contracts with EG&G Mound Applied Technologies, Inc.

(f) "Subcontracts" - Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders, Task Orders and changes and modifications to purchase orders issued under this contract.

(g) "Contracting Officer" - This term wherever it appears in this contract, means the EG&G Mound individual who is designated the Buyer of the contract or his/her successor.

ARTICLE 2: COVENANT AGAINST CONTINGENT FEES (APR 1984)

SOURCE: FAR 52.203-5

(a) The Seller warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Buyer shall have the right to annul this contract without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

"Bona fide agency", as used in this article means an established commercial or selling agency, maintained by a Seller for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor hold itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee", as used in this article means a person, employed by a Seller and subject to the Seller's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor hold out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee", as used in this article means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence", as used in this article means any influence that induces or tends to induce a Government employee or its representative agent to give consideration or to act regarding a Government contract on

any basis other than the merits of the matter.

ARTICLE 3: COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

SOURCE: FAR 52.212-3

The Seller shall be required to (a) commence work under this contract within seven (7) calendar days after the date the Seller receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than that date cited in the schedule. The time stated for completion shall include final cleanup of the premises.

ARTICLE 4: TERMS AND CONDITIONS (SEPT 1987)

SOURCE: EG&G

The terms and conditions stated in this contract are the only ones governing this transaction and cannot be changed or terminated orally. No change in terms and conditions, scope of work or other provisions of this contract shall be made without advance, written direction of EG&G Mound Applied Technologies, Inc., Purchasing section. No terms and conditions appearing on any form originated by the Seller shall be applicable.

ARTICLE 5: APPLICABLE LAW (NOV 1988)

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Ohio shall apply.

ARTICLE 6: MATERIAL AND WORKMANSHIP (APR 1984)

SOURCE: FAR 52.236-5

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specification to equipment, material, articles, or patented processes by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Seller may, at its option, use any equipment, material, article, or process that, in the judgment of the Buyer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Seller shall obtain the Buyer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Seller shall furnish to the Buyer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Buyer, the Seller shall also obtain the Buyer's approval of the material or articles which the Seller contemplates incorporating into the work. When requesting approval, the Seller shall provide full information concerning the material or articles. When directed to do so, the Seller shall submit samples for approval at the Seller's expense with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Buyer may require, in writing, that the Seller remove from the work any employee the Buyer deems incompetent, careless, or otherwise objectionable.

ARTICLE 7: PERMITS AND RESPONSIBILITIES (APR 1984)

SOURCE: FAR 52.236-7

The Seller shall, without additional expense to the Government or Buyer,

be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work. The Seller shall also be responsible for all damages to persons or property that occur as a result of the Seller's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Seller shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under this contract.

ARTICLE 8: OFFICIALS NOT TO BENEFIT (APR 1984)

SOURCE: FAR 52.203-1

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this article does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

ARTICLE 9: ORDER OF PRECEDENCE (JAN 1986)

SOURCE: FAR 52.215-33

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the item description (excluding the specifications); (b) representations and other instructions; (c) contract articles; (d) other documents, exhibits, and attachments; and (e) the specifications.

ARTICLE 10: EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)

SOURCE: DEAR 970.5203-2

(a) This article applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of The United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Seller's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Seller agrees to include in first-tier subcontracts under this contract an article to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract", as used in this article, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals or the disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

(e) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

ARTICLE 11: SUSPENSION OF WORK (APR 1984)

SOURCE: FAR 52.212-12

(a) The Buyer may order the Seller, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time

that the buyer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Buyer in the administration of this contract, or (2) by the Buyer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this article for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Seller, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this article shall not be allowed (1) for any costs incurred more than 20 days before the Seller shall have notified the Buyer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

ARTICLE 12: AUDIT - SEALED BIDDING (APR 1985)

SOURCE: FAR 52.214-26

(a) Cost or Pricing Data. If the Seller has submitted cost or pricing data in connection with the pricing of any modification to this contract, unless the pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Buyer or a representative who is an employee of the Government shall have the right to examine and audit all books, records, documents, and other data of the Seller (including computations and projections) related to negotiating, pricing or performing the modifications, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. In the case of pricing any modifications, the Comptroller General of The United States or a representative who is an employee of the Government shall have the same rights.

(b) Availability. The Seller shall make available at its office at all reasonable times the materials described in paragraph (a) above, for examination, audit, or reproduction, until 3 years after final payment under this contract. (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final determination settlement.

(2) Records pertaining to appeals or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(c) The Seller shall insert an article containing all the provisions of this article, including this paragraph (c) in all subcontracts over \$10,000 under this contract, altering the article only as necessary to identify properly the contracting parties and the contracting office under the Government prime contract.

ARTICLE 13: CERTIFIED COST OR PRICING DATA (APR 1984)

SOURCE: DEAR 970.5204-24

(a) (1) The Seller shall require under the situations described in (2) below, unless exempted under the exceptions set forth in (3) below, each subcontractor under this contract to submit cost or pricing data and to certify that, to the best of his knowledge and belief, such cost or pricing data are accurate, complete and current.

(2) Except as provided in (3) below, certified cost or pricing data shall be

submitted prior to (i) the award of each subcontract, the price of which is expected to exceed \$100,000, and (ii) the negotiation of the price of each change or modification to a subcontract under this subcontract for which the price adjustment is expected to exceed \$100,000.

(3) Certified cost or pricing data need not be furnished pursuant to this paragraph (a) where (i) the Seller has not been required to furnish cost or pricing data; or (ii) the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or the prices are set by law or regulation; and the Seller states in writing the basis for applying this exception.

(4) In submitting the cost or pricing data, the subcontractor shall use the form of certificate set forth in paragraph (b) below and shall certify that the data are accurate, complete, and current. Such certificate and data (actual or identified, as provided in the certificate prescribed below) shall be submitted by subcontractors to the next higher-tier subcontractor or the Seller, as applicable, for retention.

(b) The certificate required by this clause shall be in the form set forth below:

**Seller/Subcontractor's Certificate of
Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted in writing, or specifically identified in writing if actual submission of the data is impracticable (see FAR 15.804-6(d)), to the contractor in support of _____ are accurate, complete, and current as of _____.^{**}

Firm
Name
Title

Date of execution ____.

* Identify the proposal, quotation, request for price adjustment, or other submission involved.

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price as agreed to.

(c) For purposes of verifying that certified cost or pricing data submitted in conjunction with the negotiation of this contract change or other modification involving an amount in excess of \$100,000 were accurate, complete, and current, the Buyer and DOE shall, until the expiration of 3 years from the date of final payment under this contract, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(d) If the original price of this subcontract exceeds \$100,000 or the price of any change or other modification to this contract is expected to exceed \$100,000, the Seller agrees to furnish the Buyer certified cost or pricing data, using the certificate set forth in paragraph (b) above, unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(e) The requirement for submission of certified cost or pricing data with respect to any change or other modification does not apply to any subcontract change or other modification, at any tier, where the contract is firm fixed-price or fixed-price with escalation unless such change or other modification result from a change or modification to the contract, nor does it apply to a subcontract change or modification, at any tier, where the contract is not firm fixed-price or fixed-price with escalation unless the price for such change or other modification becomes reimbursable under the contract.

(f) The Seller agrees to insert paragraph (c) without change and the substance of paragraphs (a), (b), (d), (e), and (f) of this clause in each subcontract hereunder in excess of \$100,000 and in each subcontract of \$100,000 or less, at the time of making a change or other modification thereto in excess of \$100,000.

(g) If the Buyer determines that any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because the Seller, or any subcontractor pursuant to this clause or any subcontract clause herein required, furnished incomplete or inaccurate cost or pricing data or data not current as certified in the Seller's certificate of current cost or pricing data, then such price or cost shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction.

(h) Failure of the Buyer and the Seller to agree on any of the matters in paragraph (g) above shall be a dispute concerning a question of fact subject to the Disputes provisions of this contract.

**ARTICLE 14: PLEDGES OF ASSETS (FEB 1990)
SOURCE: FAR 52.238-11**

(a) Seller shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond -

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of -

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2 (b) (2) with respect to Government sureties held in book entry form) and/or;

(2) A recorded lien on real estate. The Seller will be required to provide -

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3 (d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

ARTICLE 15: BUYER PROVIDED INFORMATION (NOV 1989)

(a) All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto (hereinafter called "materials"), furnished by Buyer to the Seller, shall remain the property of the Government.

(b) If any material furnished by Buyer to the Seller is of special significance in the sense that its use by the Seller for other than performance of this contract or its disclosure to others might give competitive advantage to the Seller or the recipient or be prejudicial to the best interests of the Government, then such material shall be used only for

the purpose of enabling performance of this contract and the Seller shall use its best efforts to prevent disclosure to others except when necessary in the performance of this contract.

(c) Technical data, as defined in DEAR Subpart 927.401, may contain patentable or proprietary information and is not to be disclosed to others or used for other than quotation purposes or contract performance.

ARTICLE 16: UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)
SOURCE: FAR 52.219-8

(a) It is the policy of The United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of The United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Seller hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Seller further agrees to cooperate in any studies or surveys as may be conducted by The United States Small Business Administration or the awarding agency of The United States as may be necessary to determine the extent of the Seller's compliance with this article.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern -

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian Tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian Tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Seller shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Alaska-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Seller shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) Seller's acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

ARTICLE 17: UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)

SOURCE: FAR 52.219-13

(a) "Women-owned small businesses", as used in this article means small business concerns that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control", as used in this article, means exercising the power to make policy decisions.

"Operate", as used in this article, means being actively involved in the day-to-day management of the business.

"Small business concern", as used in this article, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) It is the policy of The United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Seller agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

(d) The Seller may rely on written representations by its subcontractors regarding their status as women-owned small business.

ARTICLE 18: UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)
SOURCE: FAR 52.220-3

(a) Applicability. This article is applicable if this contract exceeds \$25,000.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Seller agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of preference. In complying with paragraph (b) above and with paragraph (e) of the article of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Seller shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions. "Labor surplus area", as used in this article, means a geographical area identified by the Department of Labor in accordance with 20 CFR 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern", as used in this article, means a concern that together with its first-tier subcontractors will perform substantially in surplus areas. Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

ARTICLE 19: NOTICE TO THE BUYER OF LABOR DISPUTES (APR 1984)
SOURCE: FAR 52.222-1

(a) If the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Seller shall immediately give notice, including all relevant information,

a Buyer.

The Seller agrees to insert the substance of this article, including this graph (b), in any subcontract to which a labor dispute may delay the performance of this contract; except that each subcontract shall do that in the event its timely performance is delayed or threatened by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime contractor, as the case may be, of all relevant information concerning the same.

ICLE 20: AUTHORIZATION AND CONSENT (APR 1984)
RCE: FAR 52.227-1

The Government authorizes and consents to all use and manufacture, forming this contract or any subcontract at any tier, of any invention fixed in and covered by a United States patent (1) embodied in the nature or composition of any article the delivery of which is accepted by Government under this contract or (2) used in machinery, tools, or aids whose use necessarily results from compliance by the Contractor subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if included in this contract or any subcontract hereunder (including over-licensing subcontract), and the Government assumes liability for all infringement to the extent of the authorization and consent above granted.

The Seller agrees to include, and require inclusion of, this Article, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and tests, supplies, models, samples, and design or testing services expected to exceed \$25,000) however, omission of this Article from any subcontract, if over \$25,000, does not affect this authorization and consent.

ICLE 31: CONVICT LABOR (APR 1984)
RCE: FAR 52.222-3

This contract is not subject to the Walsh-Healey Public Contracts Act (the Act) shall apply).

Seller agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. (c)(2) and Executive order 11755, December 29, 1973.

ICLE 22: EQUAL OPPORTUNITY (APR 1984)
RCE: AR 52.222-26

The following article is applicable unless this contract is exempt from the provisions of Executive Order 11246 (see FAR 22.807 (a)).

During any 12-month period (including the 12 months preceding the date of this contract), the Seller has been or is awarded nonexempt federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Seller shall comply with subparagraphs (b) (1) through (11) below. Upon request, the Seller shall provide information necessary to determine the applicability of this article.

During performing this contract, the Seller agrees as follows:

The Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii)

demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(2) The Seller shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Seller that explain this article.

(4) The Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Buyer advising the labor union or workers' representative of the Seller's commitments under this article and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Seller shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, in the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Seller shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Seller's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Seller is not in compliance with this article or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Seller as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Seller shall include the terms and conditions of subparagraph (b) (1) through (11) of this article in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Seller shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Seller may request The United States to enter into the litigation to protect the interests of The United States.

(c) Notwithstanding any other article in this contract, disputes relative to this article will be governed by the procedures in 41 CFR 60.1.1.

ARTICLE 23: NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APR 1984)
SOURCE: FAR 52.227-2

(Not applicable where both complete performance and delivery are outside The United States, its possessions or Puerto Rico).

(a) The Seller shall report to the Buyer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Seller has knowledge.

(b) In the event of any claim or suit against the Buyer or Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Seller shall furnish to the Government or the Buyer, when requested by the Buyer, all evidence and information in possession of the Seller pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Seller has agreed to indemnify the Buyer or the Government.

(c) The Seller agrees to include, and require inclusion of, this article in all subcontracts at any tier for supplies or services (including construction and Seller subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed \$25,000.

ARTICLE 24: FEDERAL, STATE AND LOCAL TAXES

(APR 1984)

SOURCE: FAR 52.229-3

(a) "Contract date", as used in this article, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State and Local taxes and duties", as used in this article, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax", as used in this article, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Seller is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax", as used in this article, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Seller is not required to pay or bear, or for which the Seller obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and Local taxes and duties (but see paragraph (i) below).

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Seller warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Seller is required to pay or bear, or does not obtain a refund of, through the Seller's fault, negligence, or failure to follow instructions of the Buyer.

(f) No adjustment shall be made in the contract price under this article unless the amount of the adjustment exceeds \$100.

(g) The Seller shall promptly notify the Buyer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Buyer directs.

(h) The Buyer shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or Local tax when the Seller requests such evidence and a reasonable basis exists to sustain the exemption.

(i) Ohio Sales and Use Taxes are not to be included in contract price. Applicable taxes due or owing to the State of Ohio will be paid by the Buyer under Direct Payment Permit.

ARTICLE 25: AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)

SOURCE: FAR 52.222-27

(a) Definitions.

"Covered area", as used in this article, means the geographical area described in the solicitation for this contract.

"Director", as used in this article, means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority.

"Employer identification number", as used in this article, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority", as used in this article, means -

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification);

(2) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(b) If the Seller, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this article and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Seller is participating in a Hometown Plan (41 CFR 60-4) approved by the U. S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Sellers must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Seller or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity article, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Sellers or subcontractors toward a goal in an approved plan does not excuse Seller's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Seller shall implement the affirmative action procedures in subparagraphs (g) (1) through (16) of this article. The goals stated in the

solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Seller should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Seller performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Seller is expected to make substantially uniform progress toward its goals in each craft.

(c) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Seller has a collective bargaining agreement, to refer minorities or women shall excuse the Seller's obligations under this article, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Seller during the training period, and the Seller must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Seller shall take affirmative action to ensure equal employment opportunity. The evaluation of the Seller's compliance with this article shall be based upon its effort to achieve maximum results from its actions. The Seller shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Seller's employees are assigned to work. The Seller, if possible, will assign two or more women to each construction project. The Seller shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Seller's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Seller or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Seller by the union or, if referred back, not employed by the Seller, this shall be documented in the file, along with whatever additional actions the Seller may have taken.

(4) Immediately notify the Director when the union or unions with which the Seller has a collective bargaining agreement has not referred back to the Seller a minority or woman sent by the Seller, or when the Seller has other information that the union referral process has impeded the Seller's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Seller's employment needs, especially those programs funded or approved by the Department of Labor. The Seller shall provide notice of these programs to the sources compiled under subparagraph (g) (2) above.

(6) Disseminate the Seller's equal employment policy by -

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Seller in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Seller's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all onsite supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Seller's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Sellers and subcontractors with which the Seller does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Seller's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Seller's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Seller's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors adherence to and performance under the Seller's equal employment policy and affirmative action obligations.

(h) The Seller is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g) (1) through (16). The efforts of a seller association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g) (1) through (16), provided the Seller -

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Seller's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Seller. The obligation to comply is the Seller's, and failure of such a group to fulfill an obligation shall not be a defense for the Seller's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Seller is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Seller may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Seller shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Seller shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Seller shall carry out such sanctions and penalties for violation of this article and of the Equal Opportunity article, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this article and Executive Order 11246, as amended.

(m) The Seller in fulfilling its obligations under this article shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) above, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Seller fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this article, the Director shall take action as prescribed in 41 CFR 60-4.8.

(n) The Seller shall designate a responsible official to -

(1) Monitor all employment-related activity to ensure that the Seller's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained

in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ARTICLE 26: PRICING OF ADJUSTMENTS (APR 1984) SOURCE: EG&G

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" article or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Subchapter E Part 31 of the Federal Acquisition Regulations (48 CFR 1-31) as supplemented or modified by DEAR Subchapter E Part 931 (48 CFR 931) in effect on the date of this contract.

ARTICLE 27: AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) SOURCE: FAR 52.222-35

(a) Definitions.

"Appropriate office of the State employment service system", as used in this article, means the local office of the Federal-State national system of public employment offices assigned to serve an area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands. "Openings that the Seller proposes to fill from within its own organization", as used in this article, means employment openings for which no one outside the Seller's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Seller proposes to fill from established "recall" lists.

"Openings that the Seller proposes to fill under a customary and traditional employer-union hiring arrangement", as used in this article, means employment openings that the Seller proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings", as used in this article -

(1) Includes, but is not limited to, openings that occur in jobs categorized as

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Seller proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Seller shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Seller agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their

disability or veterans' status in all employment practices such as —

- (i) Employment
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Advertising;
- (v) Layoff or termination;
- (vi) Rates of pay or other forms of compensation; and
- (vii) Selection for training, including apprenticeship.

(2) The Seller agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Seller agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Seller facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Seller from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Seller becomes contractually bound to the listing terms of this article, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Seller is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Seller may advise the State system when it is no longer bound by this contract article.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This article does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this article do not apply to openings that the Seller proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings. (1) The Seller agrees to post employment notices stating (i) the Seller's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam Era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available

to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Buyer.

(3) The Seller shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Seller is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Seller does not comply with the requirements of this article, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Seller shall include terms of this article in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Seller shall act as specified by the Director to enforce the terms, including action for noncompliance.

ARTICLE 28: AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1989)

SOURCE: FAR 52.222-36

(This article is applicable to contracts over \$2,500).

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Seller shall not discriminate against any employee or applicant because of physical or mental handicap. The Seller agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Seller agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Seller agrees to post employment notices stating (i) the Seller's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Buyer.

(3) The Seller shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Seller is bound by terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) Noncompliance. If the Seller does not comply with the requirements

of this article, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Seller shall include the terms of this article in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Seller shall act as specified by the Director to enforce the terms, including action for noncompliance.

ARTICLE 29: CLEAN AIR AND WATER (APR 1994)
SOURCE: FAR 52.223-2

(Applicable only if the contract exceeds \$100,000 or the Buyer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857a-8 (c) (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (c) and is listed by EPA, or the contract is not otherwise exempt).

(a) "Air Act", as used in this article, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards", as used in this article, means -

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110 (d) of the Air Act (42 U.S.C. 7410 (d));

(3) An approved implementation procedure or plan under section 111 (c) or section 111 (d) of the Air Act (42 U.S.C. 7411 (c) or (d)); or

(4) An approved implementation procedure under section 112 (d) of the Air Act (42 U.S.C. 7412 (d)).

"Clean water standards", as used in this article, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance", as used in this article, means compliance with - (1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility", as used in this article, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Seller or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

"Water Act", as used in this article, means Clean Water Act (33 U.S.C. 1251 et seq.)

(b) The Seller agrees -

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this article into any nonexempt subcontract, including this subparagraph (b) (4).

ARTICLE 30: BUY AMERICAN ACT - CONSTRUCTION MATERIALS (APR 1984)
SOURCE: FAR 52.225-5

(a) The Buy American Act (41 U.S.C. 10) provides that the Buyer give preference to domestic construction material.

"Components", as used in this article means those articles, materials, and supplies incorporated directly into construction materials.

"Construction materials", as used in this article means articles, materials, and supplies brought to the construction site for incorporation into the building or work.

"Domestic construction material", as used in this article means (1) as manufactured construction material mined or produced in The United States, or (2) a construction material manufactured in The United States, if the cost of its components mined, produced, or manufactured in The United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202 (a) (3) of Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b) The Seller agrees that only domestic construction material will be used by the Seller, subcontractors, materialmen, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

ARTICLE 31: ADDITIONAL BOND SECURITY (APR 1984)
SOURCE: FAR 52.228-2

The Seller shall promptly furnish additional security required to protect the Buyer and the Government and persons supplying labor or materials under this contract if -

(a) Any surety upon any bond furnished with this contract becomes unacceptable to the Buyer or the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Buyer or the Government.

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Buyer.

ARTICLE 32: INSURANCE WORK ON A GOVERNMENT INSTALLATION (SEPT 1989)
SOURCE: FAR 52.228-5

(a) The Seller shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Seller shall certify to the Buyer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Buyer's or the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Seller gives written notice to the Buyer, whichever period is longer.

(c) The Seller shall insert the substance of this article, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Seller shall maintain a copy of all subcontractor's proofs of required insurance, and shall make copies available to the Buyer upon request.

ARTICLE 33: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (APR 1989)
SOURCE: FAR 52.232-5

(a) The Buyer shall pay the Seller the contract price as provided in this contract.

(b) The Buyer shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Buyer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Buyer. The Seller shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments, in such detail as requested by the Buyer. In the preparation of estimates the Buyer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Seller at locations other than the site may also be taken into consideration, if -

(1) Consideration is specifically authorized by this contract; and

(2) The Seller furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Along with each request for progress payments, the Seller shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that -

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(Name)

(Title)

(Date)

(d) If the Seller, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for

performance by the Seller that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Seller shall -

(1) Notify the Buyer of such performance deficiency; and

(2) Be obligated to pay the Buyer an amount (computed by the Buyer in the manner provided in 31 U.S.C. 3903 (c) (1)) equal to interest on the unearned amount from the date of receipt of the unearned amount until -

(i) The date the Seller notifies the Buyer that the performance deficiency has been corrected; or

(ii) The date the Seller reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) If the Buyer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Buyer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Buyer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Buyer may retain from previously withheld funds and future progress payments that amount the Buyer considers adequate for protection of the Buyer and shall release to the Seller all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Buyer, but this shall not be construed as -

(1) Relieving the Seller from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Buyer to require the fulfillment of all of the terms of the contract.

(g) In making these progress payments, the Buyer shall, upon request, reimburse the Seller for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Seller has furnished evidence of full payment to the surety. The retainer provisions in paragraph (e) of this article shall not apply to that portion of progress payments attributable to bond premiums.

(h) The Buyer shall pay the amount due the Seller under this contract after -

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher, and

(3) Presentation of release of all claims against the Buyer arising by virtue of this contract, other than claims, in stated amounts, that the Seller has specifically excepted from the operation of the release. A release may also be required of the assignee if the Seller's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefined contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications

issued pursuant to the Changes Article, or funding and other administrative changes.

ARTICLE 34: ASSIGNMENT (NOV 1988)
SOURCE: DEAR 970.5294-28

This contract is assignable by Buyer to the Government or its designee. However, neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Seller except as expressly authorized in writing by the Buyer.

ARTICLE 35: PERFORMANCE OF WORK BY THE SELLER (APR 1984)
SOURCE: FAR 52.236-1

The Seller shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Seller requests a reduction and the Buyer determines that the reduction would be to the advantage of the Government.

ARTICLE 36: DIFFERING SITE CONDITIONS (APR 1984)
SOURCE: FAR 52.236-2

(a) Seller shall promptly, and before the conditions are disturbed, give a written notice to the Buyer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Buyer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Seller's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this article and the contract modified in writing accordingly.

(c) No request by the Seller for an equitable adjustment to the contract under this article shall be allowed, unless the Seller has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Buyer.

(d) No request by the Seller for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

ARTICLE 37: SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
SOURCE: FAR 52.236-3

(a) The Seller acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electrical power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Seller also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site including all explanatory work done by the Buyer or Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Seller to take the actions described and acknowledged in this paragraph will

not relieve the Seller from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Buyer.

(b) The Buyer assumes no responsibility for any conclusions or interpretations made by the Seller based on the information made available by the Buyer. Nor does the Buyer assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

ARTICLE 38: SUPERINTENDENCE BY THE SELLER (APR 1984)
SOURCE: FAR 52.236-3

At all times during performance of this contract and until the work is completed and accepted, the Seller shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Buyer and has authority to act for the Seller.

ARTICLE 39: OTHER CONTRACTS (APR 1984)
SOURCE: FAR 52.236-8

The Buyer may undertake or award other contracts and additional work at or near the site of the work under this contract. The Seller shall fully cooperate with the other contractors and with Buyer employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Buyer. The Seller shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Buyer employees.

ARTICLE 40: PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT UTILITIES AND IMPROVEMENTS (APR 1984)
SOURCE: FAR 52.236-9

(a) The Seller shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Seller shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Seller shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by the Buyer.

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

ARTICLE 41: OPERATIONS AND STORAGE AREAS (APR 1984)
SOURCE: FAR 52.236-10

(a) The Seller shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Buyer. The Seller shall hold and save the Buyer, its officers and agents, free and harmless from liability of any nature occasioned by the Seller's performance.

(b) Temporary buildings (e.g. storage sheds, shops, offices) and utilities may be erected by the Seller only with the approval of the Buyer and shall

be built with labor and materials furnished by the Seller without expense to the Buyer. The temporary buildings and utilities shall remain the property of the Seller and shall be removed by the Seller at its own expense upon completion of the work. With the written consent of the Buyer, the buildings and utilities may be abandoned and need not be removed.

(c) The Seller shall, under regulations prescribed by the Buyer, use only established roadways, or use temporary roadways constructed by the Seller when and as authorized by the Buyer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacture of the vehicle or prescribed by any Federal, State or Local law or regulation. When it is necessary to cross curbs or sidewalks, the Seller shall protect them from damage. The Seller shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

ARTICLE 42: USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

SOURCE: FAR 52.236-11

(a) The Buyer shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Buyer shall furnish the Seller a list of items of work remaining to be performed or corrected on those portions of the work that the Buyer intends to take possession of or use. However, failure of the Buyer to list any item of work shall not relieve the Seller of responsibility for complying with the terms of the contract. The Buyer's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Buyer has such possession or use, the Seller shall be relieved of the responsibility for the loss of or damage to the work resulting from the Buyer's possession or use, notwithstanding the terms of the article in this contract entitled "Permits and Responsibilities". If prior possession or use by the Buyer delays the progress of the work or causes additional expense to the Seller, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

ARTICLE 43: CLEANING UP (APR 1984)

SOURCE: FAR 52.236-12

The Seller shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Seller shall remove from the work and premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the Buyer or Government. Upon completing the work, the Seller shall leave the work area in a clean, neat, and orderly condition satisfactory to the Buyer.

ARTICLE 44: ACCIDENT PREVENTION (APR 1984)

SOURCE: FAR 52.236-13

(a) In performing this contract, the Seller shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies and equipment; and avoiding work interruptions. For these purposes, the Seller shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910 and

(3) Ensure that any additional measures the Buyer determines to be reasonably necessary for this purpose are taken.

(b) If this contract is with any Department of Defense agency or component, the contractor shall comply with all pertinent provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual,

EM 385-1-1, dated October 1984.

(c) The Seller shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. The Seller shall report this data in the manner prescribed by the Buyer.

(d) The Buyer shall notify the Seller of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Seller or the Seller's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Seller shall immediately take corrective action. If the Seller fails or refuses to take corrective action promptly, the Buyer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Seller shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Seller shall be responsible for its subcontractors' compliance with this article.

ARTICLE 45: AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

SOURCE: FAR 52.236-14

(a) The Buyer shall make all reasonably required amounts of utilities available to the Seller from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Seller at prevailing rates charged to the Buyer or Government or, where the utility is produced by the Government, at reasonable rates determined by the Buyer. The Seller shall carefully conserve any utilities furnished without charge.

(b) The Seller, at its expense and in a workmanlike manner satisfactory to the Buyer shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Buyer, the Seller shall remove all temporary connections, distribution lines, meters, and associated paraphernalia.

ARTICLE 46: CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAR 1986)

SOURCE: FAR 52.222-4

(Contract requiring work to be done solely in accordance with the Walsh Healey Public Contracts Act are exempt from this Article)

(a) Overtime requirements. No Seller or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this article, the Seller and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Seller and subcontractor shall be liable to The United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this article in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of

the overtime wages required by provisions set forth in paragraph (a) of this article.

(c) Withholding for unpaid wages and liquidated damages. The Buyer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same Prime Seller, or any other Federally-assisted contract subject to the Contract Work hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this article.

(d) Payrolls and basic records. (1) The Seller or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5 (a) (3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d) (1) of this article shall be made available by the Seller or subcontractor for inspection, copying, or transcription by authorized representatives of the Buyer or the Department of Labor. The Seller or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Seller or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this article and also article requiring the subcontractors to include these provisions in any lower tier subcontracts. The Seller shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this article.

ARTICLE 47: RELEASE OF INFORMATION (NOV 1989) SOURCE: EG&G

No information relating to this contract shall be released other than to Seller's employees or those of Seller's subcontractors requiring the information for performance of their duties, without advance written approval of the Buyer. In no event shall the interest of Buyer or the DOE in this contract be indicated in any advertising or publicity without advance written approval of the Buyer.

ARTICLE 48: LAYOUT OF WORK (APR 1984) SOURCE: FAR 52.236-17

The Seller shall lay out its work from Buyer-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Seller shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Seller shall be responsible for executing the work to the lines and grades that may be established or indicated by the Buyer. The Seller shall also be responsible for maintaining and preserving all stakes and other marks established by the Buyer until authorized to remove them. If such marks are destroyed by the Seller or through its negligence before their removal is authorized, the Buyer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Seller.

ARTICLE 49: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION SOURCE: FAR 52.236-21

(a) The Seller shall keep on the work site a copy of the drawings and specifications and shall at all times give the Buyer access thereto. Anything mentioned in the specifications and not shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Buyer, who shall promptly make a determination in writing. Any adjustment by the Seller without such a determination shall be at its own risk and expense. The Buyer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the word "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription" of the Buyer is intended and similarly the word "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Buyer unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Buyer or the Seller, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data and similar materials furnished by the Seller to explain in detail specific portion of the work required by the contract. The Buyer may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Seller shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Buyer without evidence of the Seller's approval may be returned for resubmission. The Buyer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Buyer's reasons therefor. Any work done before such approval shall be at the Seller's risk. Approval by the Buyer shall not relieve the Seller from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Seller shall describe such variations in writing, separate from the drawings, at the time of submission. If the Buyer approves any such variation, the Buyer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Seller shall submit to the Buyer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Buyer and one set will be returned to the Seller.

Upon completing the work under this contract, the Seller shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(b) This clause shall be included in all subcontracts at any tier.

ARTICLE 50: CHANGES - CONSTRUCTION (AUG 1987)
SOURCE: FAR 52.243-4

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Buyer furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Buyer that causes a change shall be treated as a change order under this article provided, that the Seller gives the Buyer written notice stating (1) the date, circumstances, and source of the order and (2) that the Seller regards the order as a change order.

(c) Except as provided in this article, no order, statement, or conduct of the Buyer shall be treated as a change under this article or entitle the Seller to an equitable adjustment.

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

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

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

ARTICLE 51: EXTRAS (APR 1984)
SOURCE: FAR 52.232-11

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Buyer.

ARTICLE 52: INSPECTION OF CONSTRUCTION (JUL 1986)
SOURCE: FAR 52.246-12

(a) Definition. "Work" includes, but is not limited to, materials, workmanship and manufacture and fabrication of components.

(b) The Seller shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Seller shall maintain complete inspection records and make them available to the Buyer. All work shall be conducted under the general direction of the Buyer and is subject to Buyer inspection and test at all places and at all times before acceptance to ensure strict compliance with the terms of the contract.

(c) Buyer inspections and tests are for the sole benefit of the Government and do not --

(1) Relieve the Seller of responsibility for providing adequate quality control measures;

(2) Relieve the Seller of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Buyer after acceptance of the completed work under paragraph (1) below.

(d) The presence or absence of a Buyer inspector does not relieve the Seller from any contract requirement, nor is the inspector authorized to change any terms or conditions of the specification without the Buyer's written authorization.

(e) The Seller shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Buyer. The Buyer may charge to the Seller any additional cost of inspection or test when work is not ready at the time specified by the Seller for inspection or test, or when prior rejection makes reinspection or retest necessary. The Buyer shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Seller shall, without charge, replace or correct work found by the Buyer not to conform to contract requirements, unless in the public interest the Buyer consents to accept the work with an appropriate adjustment in contract price. The Seller shall promptly segregate and remove rejected material from the premises.

(g) If the Seller does not promptly replace or correct rejected work, the Buyer may (1) by contract or otherwise, replace or correct the work and charge the cost to the Seller or (2) terminate for default the Seller's right to proceed.

(h) If, before acceptance of the entire work, the Buyer decides to examine already completed work by removing it or tearing it out, the Seller, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Seller or its subcontractors, the Seller shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Buyer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Buyer shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Buyer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Buyer's rights under any warranty or guarantee.

ARTICLE 53: PREFERENCE FOR U.S. FLAG AIR CARRIERS (APR 1984)
SOURCE: FAR 52.247-43

(a) "International air transportation", as used in this article, means transportation by air between a place in The United States and a place outside The United States or between two places both of which are outside The United States.

"United States", as used in this article, means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of The

United States.

"U.S.-flag air carrier", as used in this article, means an air carrier holding a certificate under section 401 of the Federal Aviation Act of 1958 (49 U.S.C. 1371) (b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 1517) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) The Seller agrees, in performing work under this contract, to use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available.

(d) In the event that the Seller selects a carrier other than a U.S.-flag air carrier for international air transportation, the Seller shall include a certification on vouchers involving such transportation essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

I hereby certify that international air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]: . . .

_____(End of certification)

(e) The Seller shall include the substance of this article, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

ARTICLE 54: PRIORITIES, ALLOCATIONS AND ALLOTMENTS (NOV 1989)

SOURCE: EG&G

(This article applies only to purchase orders or contracts that designate a Government Priority).

(a) The Seller shall follow the rules, regulations and procedures of Defense Priorities and Allocations System Regulation and all other applicable regulations and orders of the office of the Industrial Resources Administration, Department of Commerce, in obtaining controlled materials and other products and materials needed to perform this contract.

(b) DX-rated contracts take precedence over all annotated and DO-rated contracts. Between DX-rated contracts, precedence must be given in the sequence of receipt, then earliest required delivery date. Seller's responsibilities, briefly summarized are:

(1) Written notification of acceptance or rejection of DX-rated or DO-rated contracts must be made within five working days after receipt of this contract for acceptance. The notice of rejection shall clearly set forth the reasons.

(2) If acceptance of a DX-rated contract will prevent Seller from fulfilling a DO-rated contract on time, Seller must so notify the party which placed that DO-rated contract within five working days after acceptance of a DX-rated contract.

(3) Seller's purchase orders or subcontracts under a DX-rated contract shall contain the DX-rating and a statement that reads in substance: This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocation System Regulation (15 CFR Part 350) (Note: For construction work, substitute "DO-B-1" or "DX-B-1" as applicable. Copies of the Regulation may be obtained from the nearest office of the U.S. Department of Commerce.

ARTICLE 55: TERMINATION FOR CONVENIENCE OF THE BUYER OR GOVERNMENT (APR 1984)

SOURCE: FAR 52.249-2

(a) The Buyer may terminate performance of work under this contract in whole or, from time to time, in part if the Buyer determines that a termination is in the Buyer's and the Government's interest. The Buyer shall terminate by delivering to the Seller a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Buyer, the Seller shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this article:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this article) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent that they relate to the work terminated.

(4) Assign to the Government, as directed by the Buyer, all right, title, and interest of the Seller under the subcontracts terminated, in which case the Buyer or Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Buyer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this article.

(6) As directed by the Buyer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Buyer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Seller and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Buyer, any property of the types referred to in subparagraph (6) above; provided, however, that the Seller is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Buyer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Buyer under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Buyer.

(c) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Seller may submit to the Buyer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the

Buyer. The Seller may request the Buyer to remove those items or enter into an agreement for their storage. Within 15 days, the Buyer or Government will accept title to those items and remove them or enter into a storage agreement. The Buyer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Seller shall submit a final termination settlement proposal to the Buyer in the form and with the certification prescribed by the Buyer. The Seller shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Buyer upon written request of the Seller within this 1 year period. However, if the Buyer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Seller fails to submit the proposal within the time allowed, the Buyer may determine, on the basis of information available, the amount, if any, due the Buyer because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Seller and the Buyer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f) (3) below, may not exceed the total contract price as reduced by (a) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Seller paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Seller and the Buyer fail to agree on the whole amount to be paid because of the termination of work, the Buyer shall pay the Seller the amounts determined by the Buyer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the Buyer (or sold or acquired under subparagraph (b) (9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of --

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f) (1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and

(iii) A sum, as profit on subdivision (i) above, determined by the Buyer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Seller would have sustained a loss on the entire contract had it been completed, the Buyer shall allow no profit under this sub-division (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Buyer shall exclude from the amounts payable to the Seller under paragraph (f) above, the fair value, as determined by the Buyer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a Buyer.

(h) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, as supplemented by Part 931 of the Department of Energy Regulations (DEAR) in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this article.

(i) The Seller shall have the right of appeal, any determination made by the Buyer under paragraph (d), (f), or (k), except that if the Seller failed to submit the termination settlement proposal within the time provided in paragraph (d) or (k), and failed to request a time extension, there is no right to appeal. If the Buyer has made a determination of the amount due under paragraph (d), (f), or (k), the Buyer shall pay the Seller (1) the amount determined by the Buyer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(j) In arriving at the amount due the Seller under this article, there shall be deducted --

(1) All unliquidated advance or other payments to the Seller under the terminated portion of this contract;

(2) Any claim which the Buyer or Government has against Seller under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Seller or sold under the provisions of this article and not recovered by or credited to the Buyer or Government.

(k) If the termination is partial, the Seller may file a proposal with the Buyer for an equitable adjustment of the price(s) of the continued portion of the contract. The Buyer shall make any equitable adjustment agreed upon. Any proposal by the Seller for an equitable adjustment under this article shall be requested within 90 days from the effective date of termination unless extended in writing by the Buyer.

(l)(1) The Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Seller for the terminated portion of the contract, if the Buyer believes the total of these payments will not exceed the amount to which the Seller will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Seller shall repay the excess to the Buyer or Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215 (b) (2). Interest shall be computed for the period from the date the excess payment is received by the Seller to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Seller's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Buyer because of circumstances.

(m) Unless otherwise provided in this contract or by statute, the Seller shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Seller's costs and expenses under this contract. The Seller shall make these records and documents available to the Buyer or Government, at the Seller's office, at all reasonable times, without any direct charge. If approved by the Buyer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

ARTICLE 56: DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

SOURCE: FAR 52.249-10

(a) If the Seller refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Buyer may, by written notice to the Seller terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Buyer may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plans on the work site necessary for completing the work. The Seller and its sureties shall be liable for any damage to the Buyer resulting from the Seller's refusal or failure to complete the work within the specified time, whether or not the Seller's right to proceed with the work is terminated. This liability includes any increased cost incurred by the Buyer in completing the work.

(b) The Seller's right to proceed shall not be terminated nor the Seller charged with damages under this article, if -

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Seller. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Seller in the performance of a contract with the Buyer, (iv) fires, (v) floods, (vi) epidemics, (vii) guarantee restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Seller and the Subcontractor or supplier; and

(2) The Seller within 10 days from the beginning of any delay (unless extended by the Buyer), notifies the Buyer in writing of the causes of delay. The Buyer shall ascertain the facts and the extent of delay. If, in the judgment of the Buyer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Buyer shall be final and conclusive on the parties, but subject to appeal under the Disputes Article.

(c) If, after termination of the Seller's right to proceed, it is determined that the Seller was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Buyer.

(d) The rights and remedies of the Buyer in this article are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 57: WARRANTY OF CONSTRUCTION (APR 1984)

SOURCE: FAR 52.246-21

(a) In addition to any other warranties in this contract, the Seller warrants, except as provided in paragraph (j) of this article, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished or workmanship performed by the Seller or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Buyer or Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Buyer takes possession.

(c) The Seller shall remedy at the Seller's expense any failure to conform, or any defect. In addition, the Seller shall remedy at the Seller's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of -

(1) The Seller's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Seller shall restore any work damaged in fulfilling the terms and conditions of this article. The Seller's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

(e) The Buyer shall notify the Seller, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Seller fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Buyer shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Seller's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Seller shall -

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Buyer, if directed by the Buyer; and

(3) Enforce all warranties for the benefit of the Buyer, if directed by the Buyer.

(h) In the event the Seller's warranty under paragraph (b) of this article has expired, the Buyer may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Seller or subcontractor or supplier at any tier, the Seller shall not be liable for the repair of any defects of material or design furnished by the Buyer nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance article of this contract with respect to latent defects, gross mistakes, or fraud.

(k) Defects in design or manufacture of equipment specified by the Buyer on a "brand name and model" basis, shall not be included in its warranty. In this event, the Seller shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties in writing, directly to the Buyer.

ARTICLE 58: SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

SOURCE: FAR 52.236-15

(a) The Seller shall, within the time specified in the special provisions or Division I of Technical Specifications, prepare and submit to the Buyer for approval three copies of a practicable schedule as defined in the special provisions or technical specifications. This schedule shall show the order in which the Seller proposes to perform the work, and the dates on which the Seller contemplates starting and completing the several salient features of the work (including acquiring materials, paint, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work schedules for completion by any given date during the period. If the Seller fails to submit a schedule within the time prescribed, the Buyer may withhold approval of progress payments until the Seller submits the required schedule.

(b) The Seller shall enter the actual progress on the chart directed by the Buyer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Buyer. If, in the opinion of the Buyer, the Seller

falls behind the approved schedule, the Seller shall take steps necessary to improve its progress including those that may be required by the Buyer, without additional cost. In this circumstance, the Buyer may require the Seller to increase the number of shifts, overtime operations, days of work and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Buyer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Seller to comply with the requirements of the Buyer under this article shall be grounds for determination by the Buyer that the Seller is not prosecuting the work with sufficient diligence to ensure completion within the time specified by the contract. Upon making this determination, the Buyer may terminate the Seller's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

ARTICLE 59: SELLER'S ORGANIZATION (NOV 1989)

SOURCE: EG&G

(a) Organization chart. As promptly as possible after the execution of this contract the Seller shall furnish to the Buyer a chart showing the names, duties, and organization of key personnel to be employed in connection with the work, and shall furnish from time to time supplementary information reflecting changes therein.

(b) Supervising Representative of Seller. Unless otherwise directed by the Buyer, a competent full-time resident supervising representative of the Seller satisfactory to the Buyer shall be in charge of the work at the Buyer's site at all times.

(c) Control of Employees. The Seller shall be responsible for maintaining satisfactory standards of employee competence, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. In the event the Seller fails to remove any employee from the contract work whom the Buyer deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by the Buyer to be contrary to the public interest, the Buyer reserves the right to require the Seller to remove the employee.

ARTICLE 60: PATENT INDEMNITY - CONSTRUCTION CONTRACTS (APR 1984)

SOURCE: FAR 52.227-4

Except as otherwise provided, the Seller agrees to indemnify the Buyer and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Buyer of supplies furnished or work performed under this contract.

ARTICLE 61: VALUE ENGINEERING - CONSTRUCTION (MAR 1982)

SOURCE: FAR 52.248-3

(a) General. The Seller is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Seller 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 Buyer 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 Buyer's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

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

"Buyer costs," as used in this clause, means those Buyer 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.

"Instant contract savings," as used in this clause, means the estimated reduction in Seller cost of performance resulting from acceptance of the VECP, minus allowable Seller'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 Seller 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 Seller's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

- (4) A description and estimate of costs the Buyer 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 Buyer.

- (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, and contract numbers involved, and previous Buyer actions, if known.

- (d) Submissions. The Seller shall submit VECP's to the Buyer at the worksite, with a copy to the EG&G Engineer.

- (e) Buyer action. (1) the Buyer shall notify the Seller of the status of the VECP within 30 calendar days after the Buyer receives it. If additional time is required, the Buyer shall notify the Seller within the 30 day period

and provide the reason for the delay and the expected date of the decision. The Buyer will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

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

(3) Any VECP may be accepted, in whole or in part, by the Buyer's award of a modification to this contract citing this clause. The Buyer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Seller 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 Seller shall perform in accordance with the existing contract. The Buyer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes Clause or otherwise subject to litigation.

(f) **Savings. (1) Rates.** The Buyer's share of savings is determined by subtracting Buyer's 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 Seller 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 Seller's share of savings by adding the amount calculated to the contract price or fee.

(g) **Collateral savings.** If a VECP is accepted, the instant contract amount shall be increased by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Buyer costs not previously offset. However, the Seller's share of collateral savings shall not exceed (1) the contract's firm-fixed price or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Buyer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes Clause or otherwise subject to litigation.

(h) **Subcontracts.** The Seller shall include an appropriate value engineering clause in any subcontract of \$50,000 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 Seller's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Buyer under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Seller may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Buyer's share of the savings resulting from the VECP.

(i) **Data.** The Seller may restrict the Buyer'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 Buyer's organization unduplicated, 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 Buyer's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations."

If a VECP is accepted, the Seller hereby grants the DOE and the Buyer

unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the DOE and Buyer 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.)

ARTICLE 62: PRINTING (APR 1984)

SOURCE: EG&G

The Seller shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8 1/2" by 11" one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the Buyer and obtain approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Seller will include in each of his subcontracts hereunder a provision substantially the same as this article including paragraph (4).

ARTICLE 63: REPORTING OF ROYALTIES (NOV 1989)

SOURCE: DOE PR 9-9.110

(a) If this contract is in an amount which exceeds \$25,000 and if any royalty payments are directly involved in the contract or are reflected in the contract price to the Buyer, or the Government, the Seller agrees to report in writing to the DOE Patent Counsel (with notification to the Buyer) during the performance of this contract and prior to its completion or final settlement, the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensees to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of the Buyer or DOE of any individual payments or royalties shall not stop the Buyer or the Government at any time from contesting the enforceability, validity or scope of, nor title to, any patent under which a royalty or payments are made. "DOE Patent Counsel" as used in this Article means the Patent Attorney, DOE/Albuquerque Operations Office, P. O. Box 5400, Albuquerque, New Mexico 87115.

ARTICLE 64: DAVIS-BACON ACT (FEB 1988)

SOURCE: FAR 52.222-6

(The following article is applicable to contracts over \$2,000).

(1) Davis-Bacon Act (40 U.S.C.) 276a-278a-7

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary

of Labor under the Copeland Act (29 CFR Part 33), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Seller and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this article and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Seller and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Buyer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Buyer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(I) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(II) The classification is utilized in the area by the construction industry.

(III) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Seller and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Buyer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Buyer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Buyer or will notify the Buyer within the 30-day period that additional time is necessary.

(3) In the event the Seller, the laborers or mechanics to be employed in the classification, or their representatives, and the Buyer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Buyer shall refer the questions, including the views of all interested parties and the recommendation of the Buyer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Buyer or will notify the Buyer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b) (2) and (b) (3) of this article shall be paid to all workers performing work in the classification under this

contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Seller shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Seller does not make payments to a trustee or other third person, the Seller may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Seller that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Seller to set aside in a separate account assets for the meeting of obligations under the plan or program.

ARTICLE 65: APPRENTICES AND TRAINEES (FEB 1968) SOURCE: AR 52-222-9

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Seller as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Seller is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Seller's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Seller will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than

the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Seller will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this article shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

ARTICLE 66: PAYROLLS AND BASIC RECORDS (FEB 1988) SOURCE: FAR 52.222-8

(a) Payrolls and basic records relating thereto shall be maintained by the Seller during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at this site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the article entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (b) of the Davis-Bacon Act, the Seller shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Sellers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable program.

(b) (1) The Seller shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Buyer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this article. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Seller or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this article and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b) (2) of this article.

(4) The falsification of any of the certifications in this article may subject the Seller or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(e) The Seller or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Buyer or authorized representatives of the Buyer or the Department of Labor. The Seller or subcontractor shall permit the Buyer or representatives of the Buyer or the Department of Labor to interview employees during working hours on the job. If the Seller or subcontractor fails to submit required records or to make them available, the Buyer may, after written notice to the Seller take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

ARTICLE 67: WITHHOLDING OF FUNDS (FEB 1988) SOURCE: FAR 52.222-7

The Buyer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Seller under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Seller or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Buyer may, after written notice to the Seller take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ARTICLE 68: SUBCONTRACTS (LABOR STANDARDS) (FEB 1988) SOURCE: FAR 52.222-11

(a) The Seller or subcontractor shall insert in any subcontracts the articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination - Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other articles as the Buyer may, by appropriate instructions, require, and also an article requiring subcontractors to include these

articles in any lower tier subcontract. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract articles cited in this paragraph.

(b) (1) Within 14 days after award of the contract, the Seller shall deliver to the Buyer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (a) of this article have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Seller shall deliver to the Buyer an updated completed SF 1413 for such additional subcontract.

ARTICLE 69: CONTRACT TERMINATION-DEBARMENT (FEB 1988)
SOURCE: FAR 52.222-12

A breach of the contract articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

ARTICLE 70: DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
SOURCE: FAR 52.222-14

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures. Disputes within the meaning of this article include disputes between the Seller (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

ARTICLE 71: COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
SOURCE: FAR 52.222-13

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

ARTICLE 72: COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
SOURCE: FAR 52.222-10

The Seller shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

ARTICLE 73: CERTIFICATION OF ELIGIBILITY (FEB 1988)
SOURCE: FAR 52.222-15

(a) By entering into this contract, the Seller certifies that neither it (nor he or she) nor any person or firm who has an interest in the Seller's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

ARTICLE 74: LIMITATIONS ON SUBCONTRACTING (NOV 1989)
SOURCE: EG&G

By submission of an offer and execution of a contract, the Offeror/Seller agrees that in performance of the contract in the case of a contract for -

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

ARTICLE 75: NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(a) The offeror's attention is called to the Equal Opportunity article and the Affirmative Action Compliance Requirements for Construction article of this solicitation.

(b) The goals for minority and female participation expressed in percentage terms for the Seller's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade - 11.9%

Goals for female participation for each trade - 6.9%

These goals are applicable to all the Seller's construction work performed in the covered area. If the Seller performs construction work in a geographical area located outside of the covered area, the Seller shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any office of Federal Contract Compliance Programs office.

(c) The Seller's compliance with Executive Order 11246 as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity Article, (2) specific affirmative action obligations required by the article entitled 'Affirmative Action Compliance Requirements for Construction', and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Seller shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Seller's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Seller shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address, and telephone number of the subcontractor; (i) Employer identification number of the subcontractor

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "Covered area" is Montgomery, Greene, Miami and Preble Counties, State of Ohio.

ARTICLE 76: ANTI-KICKBACK PROCEDURES (OCT 1988)

SOURCE: FAR 52.203-7

(a) Definitions. "Kickback", as used in this article means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person", as used in this article, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract", as used in this article, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee", as used in this article, means any officer, partner, employee, or agent of a prime contractor.

"Subcontract", as used in this article, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor", as used in this article, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee", as used in this article, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to The United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) Each Contractor or subcontractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this article in its own operations and direct business relationships.

(2) When the Contractor or subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this article may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the Inspector General of the Contracting Agency, the head of the Contracting Agency if the agency does not have an inspector general, or the Department of Justice.

(3) Each Contractor and or subcontractor shall cooperate fully with any Federal Agency investigating a possible violation described in paragraph (b) of this article.

(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (b) of this article, the Buyer may -

(i) Offset the amount of the kickback against any monies owed by The United States under this contract and/or (ii) direct that the Contractor withhold from sums owed the subcontractor, the amount of the kickback. The Buyer may order that monies withheld under subdivision (e) (4) (ii) of this article be paid over to the Government unless the Government has already offset those monies under subdivision (c) (4) (i) of this article. In the latter case, the Contractor shall notify the Buyer when the monies are withheld.

(5) The Seller agrees to incorporate the substance of this article, including this subparagraph (c) (5), in all subcontracts under this contract.

ARTICLE 77: EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

SOURCE: FAR 52.222-37

(a) The Seller shall report at least annually, as required by the Secretary of Labor, on-

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the Seller by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a) (2) of this article shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a) (1) of this article. Seller may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the Seller has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this article shall be based on voluntary disclosure. Each Seller subject to the reporting requirements at 38 U.S.C. 2012 (d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Seller. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontract. The Seller shall include the terms of this article in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

ARTICLE 78: GOVERNMENT PROPERTY (NOV 1982)

SOURCE: EG&G

The Buyer or Government will furnish to the Seller, as free issue, the property listed in the Technical Provisions, Division 1, Paragraph 01503, entitled "Government Property", to be incorporated or installed in the work or used in its performance.

(a) The delivery (construction) schedule set forth in this contract are based upon the expectation that the Government furnished property referred to in the Technical Provisions, Division 1, Paragraph 01503, of this Contract will be delivered on the dates indicated and at the locations indicated in the Technical Provisions, Division 1, Paragraph 01503.

In the event that such Government furnished property is not delivered to the Seller by such time, the Buyer shall, if requested by the Seller thereby, and if so, shall grant a reasonable extension of time for completion of performance.

Neither the Buyer nor the Government shall be liable to the Seller for damages or loss of profit by reason of any delay in delivery of said Government furnished property, except that in case of such delay, upon written request of the Seller, an equitable adjustment shall be made in the delivery (construction) schedule of this contract, or price, or both, and in other contractual provisions affected thereby, in accordance with the procedures provided for in the article entitled "Changes".

(b) Title to all Government furnished property shall remain in the Government. Title to all building and construction materials for incorporation into the structure being erected or improved under this contract shall pass directly from the vendor or supplier thereof to the United States Government. Title thereto shall not be affected by the incorporation or attachment thereof to any property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty. The Seller shall maintain adequate property control records of such property consistent good business practices and as may be prescribed by the Buyer; and shall cause all such property to be clearly marked (if not so marked) to show that it is property of the Government.

(c) Government furnished property shall be used only for the performance of this contract.

(d) The Seller shall, in accordance with sound industrial practice and without additional cost to the Buyer or the Government, maintain in operating condition, repair, protect and preserve such Government furnished property until disposed of by the Seller in accordance with this article. Should any replacement of any such property become necessary during the term of this contract other than by reason of the negligence or fault of the Seller, the same shall be made by the Seller at the direction of and for the account of the Buyer and the title thereto shall vest in the Government and any delay occasioned thereby shall be considered an excusable delay under this contract.

(e) (1) Except for loss or destruction of or damage to Government furnished property resulting from a failure of the Seller, due to willful misconduct or lack of good faith of the Seller's managerial personnel to maintain in operating condition, repair, protect, and preserve such property as required by sub-paragraph (d) hereof, the Seller shall not be liable for loss or destruction of, or damage to, such property (i) caused by any peril while the property is in transit off the Seller's premises, or (ii) caused by any of the following perils while the property is on the Seller's premise, or on any other premise where such property may be properly located, or by removal therefrom because of any of the following perils:

Fire; lightning; windstorm; cyclone; tornado; hail; explosion; riot attending a strike; civil commotion; vandalism and malicious mischief; aircraft or object falling therefrom; vehicles running on land or tracks (excluding vehicles owned or operated by the Buyer or any agent or employee of the Buyer); smoke; sprinkler leakage; earthquake or volcanic eruption; flood, meaning thereby rising of rivers or streams; enemy attack or any action by the military, navy, or air forces of the United States in resisting enemy attack.

The perils as set forth above are hereinafter called "excepted perils". The terms "Seller's managerial personnel", as used in this article, means the Seller's directors, officers, and such of its managers, superintendents, or

other equivalent representatives who have supervision or direction of (1) all of or substantially all of the Seller's business; or (2) all or substantially all of the Seller's operation at any one plant or separate location at which the work is being formed; or (3) a separate or complete major industrial operation in connection with performance of the contract; or (4) a separate and complete major construction, alteration, or repair operation in connection with performance of the contract.

(2) Upon the happening of loss or destruction of, or damage to, Government furnished property, the Seller shall communicate with the Buyer and shall take all reasonable steps to protect such property, put all such property in the best possible order, and furnish to the Buyer a statement of (i) the loss, destroyed, and damaged Government furnished property, (ii) the time and origin of the loss, destruction, or damage, (iii) all known interests in the commingled property of which such is a part, and (iv) the insurance, if any, covering any part of or interest in such commingled property.

(3) With the approval of the Buyer after loss or destruction of, or damage to, the Government furnished property, and subject to such conditions and limitations as may be imposed by the Buyer, the Seller shall, in order to minimize the loss to the Buyer and the Government or in order to permit resumption of business or the like, sell for the account of the Buyer any items of such property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the Seller, that separation is impracticable.

(4) Except to the extent of any loss or destruction, or damage to, Government furnished property for which the Seller is relieved of liability under the foregoing provisions of this paragraph, and except for reasonable wear and tear or depreciation, or the utilization or disposition of such property in accordance with the provisions of this contract, the property shall be returned to the Buyer in as good condition as when received by the Seller.

(5) In the event the Seller is indemnified, reimbursed, or compensated for any loss or destruction of, or damage to Government furnished property caused by an excepted peril, it shall equitably reimburse the Buyer. The Seller shall do nothing to prejudice the rights of the Buyer or the Government to recover against third parties for any such loss, destruction or damage and upon the request of the Buyer shall, at the Government's expense, furnish to the Government or the Buyer all reasonable assistance and cooperation (including the prosecution of suits, and the execution of instructions of assignment in favor of the Buyer or the Government) in obtaining recovery.

(f) The Buyer and the Government shall at all times have access to the premises wherein any Government furnished property is located.

(g) Upon the completion of this contract, the Seller shall submit, in a form acceptable to the Buyer, inventory schedules covering all items of Government furnished property not consumed in the performance of this contract (including any resulting scrap), or not theretofore delivered to the Buyer or the Government, and shall hold the same at no charge to the Buyer for a period of sixty (60) days, unless the period of time is extended by mutual agreement. At the expiration of such period or upon the Buyer's earlier order the Seller shall dismantle, prepare for shipment and shall store or deliver said property to the Buyer or the DOE on cars or trucks at the Seller's plant at the expense of the Buyer, or make such other disposal of said property as may be directed by the Buyer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid over as the Buyer may direct.

(h) The Seller will be required to accept delivery when made, pay any demurrage incurred, and unload and transport the property to the job site at his own expense. All such property will be installed and/or incorporated into the work at the expense of the Seller unless otherwise indicated herein. Any property so furnished which is in excess upon completion of the work shall remain the property of the Buyer or Government. The

Seller shall check the quantity and condition of such Buyer or Government furnished property when delivered to him, acknowledge receipt in writing to the Buyer, and in case of damage to, or shortage of such property, he shall within twenty-four (24) hours report in writing such damage and/or shortage to the Buyer.

ARTICLE 79: LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)

(This Article applies to contracts exceeding \$100,000)

(a) "Definitions"

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal Action", as used in this clause, means any of the following Federal actions using appropriated funds:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian Tribe and Tribal Organization", as used in this clause, have the meaning provided in Section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or Attempting to Influence", as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local Government", as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or Employee of an Agency", as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in Subsection 101(3), Title 37, United States Code.
- (c) A special Government employee, as defined in Section 202, Title 18, United States Code.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix 2.

"Person", as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically

permitted by other Federal Law.

"Reasonable Compensation", as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable Payment", as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient", as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal Law.

"Regularly Employed", as used in this clause, means with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State", as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) "Prohibitions" (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Sellers to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees. (A) The prohibition on the use of appropriated funds, in subparagraph (b) (2) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b) (3) (i) (A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at

any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an information decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b) (3) (I) (A) of this clause are permitted under this clause.

(II) Professional and technical services. (A) The Prohibition on the use of appropriated funds, in subparagraph (b) (1) of this clause, does not apply in the case of -

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b) (3) (II) (A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to

influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b) (3) (II) (A) (1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made; to regularly employed officers or employees of a person.

(II) Disclosure. (A) The Seller who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b) (1) of this clause, if paid for with appropriated funds.

(B) The Seller shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c) (1) of this clause. An event that materially affects the accuracy of the information reported includes -

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Seller shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under this Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor (EO&O). The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Seller agrees not to make any payment prohibited by this clause.

(v) Penalties. (A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Sellers may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this

clause will not be made allowable under any other provision.

ARTICLE 80: PROTEST AFTER AWARD (AUG 1989)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Buyer may, by written order to the Seller, direct the Seller to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Buyer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination Article of this contract.

(b) If a stop-work order issued under this Article is cancelled either before or after a final decision in the protest, the Seller shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Seller's cost properly allocable to, the performance of any part of this contract; and

(2) The Seller asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Buyer decides the facts justify the action, the Buyer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not cancelled and the work covered by the order is terminated for the convenience of the Government, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not cancelled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Buyer's rights to terminate this contract at any time are not affected by action taken under this clause.

ARTICLE 81: RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS (MAY 1989)

(a) Definitions.

(1) "Component part" means any article which is not usable for its intended function without being imbedded or integrated into any other product and which, if used in production of a finished product, would be substantially transformed in that process.

(2) "Finished product" means any article which is usable for its intended function without being imbedded in, or integrated into, any other product. It does not include an article produced by a person, other than a sanctioned person, that contains parts or components of the sanctioned person if the parts or components have been substantially transformed during production of the finished product.

(3) "Sanctioned person" means a company or other foreign person upon whom prohibitions have been imposed.

(4) "Substantially transformed" when referring to a component part or finished product, means that the part or product has been subjected to a substantial manufacturing or processing operation by which the part or product is converted or combined into a new and different article of

commerce having a new name, character, and use.

(b) General. Section 2443 of the Multilateral Export Control Enhancement Amendments Act (Pub. L. 100-418) and Executive Order 12662, effective December 28, 1988, impose, for a period of 3 years, with certain exceptions, a prohibition on contracting with, or procuring (including rental and lease/purchase) directly or indirectly the products or services of (1) Toshiba Machine Company, (2) Kongsberg Trading Company, (3) Toshiba Corporation, or (4) Kongsberg Vaapenfabrikk. The Act and Executive Order also prohibit, for the same 3-year period, the importation into the United States of all products produced by Toshiba Machine Company and Kongsberg Trading Company. These prohibitions also apply to subsidiaries, successor entities or joint ventures of Toshiba Machine Company or Kongsberg Trading Company.

(c) Restriction. Unless listed by the Seller in its offer, in the solicitation provision at FAR 52.225-12, Notice of Restrictions on Contracting with Sanctioned Persons, or unless one of the exceptions in paragraph (d) of this Article applies, the Seller agrees that no products or services delivered to the Buyer or Government under this contract will be products or services of a sanctioned person.

(d) Exceptions. The restrictions do not apply --

(1) To finished products of nonsanctioned persons containing components of a sanctioned person if these components have been substantially transformed during the manufacture of the finished product.

(2) To products or services of a sanctioned person provided --

(i) The products are designed to the specifications of a nonsanctioned person marketed under the trademark, brand or name of the nonsanctioned person;

(ii) The business relationship between the nonsanctioned person and the sanctioned person clearly existed prior to June 30, 1987; and

(iii) The nonsanctioned person is not directly or indirectly owned by a sanctioned person.

(3) If a determination has been made in accordance with FAR 25.1003(a) or (b).

(e) Award. Award of any contract resulting from this solicitation will not affect the Seller's obligation to comply with importation regulations of the Secretary of the Treasury.

GENERAL WAGE DECISION NO. 91-29

Supersedes General Wage Decision No. 90-29

State: Ohio

Counties: Montgomery

Construction Type: Building

Construction Description: Building Construction Projects (does not include single family homes and apartments up to and including 4 stories)

Modification

Record No.

Publication Date

Modification

Record No.

Publication Date

	Basic Hourly Rates	Fringe Benefits
INSULATORS/ASBESTOS WORKERS Area 4		
Asbestos Workers	19.12	3.66
Hazardous Removal Helpers (includes.. preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not from mechanical systems	8.55	1.50
BOILERMAKERS Area 1	19.25	3.85
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS Area 7	17.39	4.45
CARPENTERS Area 7	18.10	3.92
CEMENT MASONS Area 7	17.38	3.40
ELECTRICIANS Area 10	18.66	4.22 + 3.5%
ELEVATOR CONSTRUCTORS Area 1		
Mechanics	16.97	4.77 +e +f
Helpers	70% JR	4.77 +e +f
Helpers (Prob.)	50% JR	
GLAZIERS Area 5	15.70	1.21

IRONWORKERS Area 3		
Within 25 mi. radius of Local Union Office #290	17.99	5.00
Outside 25 mi. radius of Local Union Office #290	18.14	5.00
LATHERS Area 8	18.10	3.92
MARBLE SETTERS; TERRAZZO WORKERS; & TILESETTERS Area 6	16.47	3.63
MARBLE SETTERS' FINISHERS; TERRAZZO WORKERS' FINISHERS; & TILE SETTERS' FINISHERS Area 4		
Finishers	15.14	1.30
Base Machine	15.88	1.30
MILLWRIGHTS Area 7	18.65	3.975
PAINTERS Area 9		
Brush; Roller	17.10	2.51
Drywall Taping & Spackling; & Wall Covering	17.45	2.51
Structural Steel	17.50	2.51
Cleaning; Sandblast & Spray	17.85	2.51
PILEDRIVERMEN Area 8	17.25	3.92
PIPEFITTERS; PLUMBERS; & STEAMFITTERS Area 09	19.37	4.22
PLASTERERS Area 6	18.45	3.40
ROOFERS Area 6		
Composition, Damp- & Waterproof	15.75	3.29 +k
Slate, Tile & Asbestos	15.97	3.29 +k
SHEET METAL WORKERS Area 2	17.02	4.57 + 3%
SOFT FLOOR LAYERS Area 7	15.85	3.92
SPRINKLER FITTERS Area 2	20.65	5.00
LABORERS Area 11		
Group 1	14.32	3.00
Group 2	14.92	3.00
Group 3	14.99	3.00
Group 1 - Laborers		
Group 2 - Tenders for Bricklayers, Masons & Flexicore		
Group 3 - Tenders for Plasterers & Lathers		

LINE CONSTRUCTION Area 10

Linenmen; Cable Splicers; Operators; Hole Digging Equipment, Cranes, Hydraulic Lift or Bucket	18.66	4.22 + 3.5%
Operators: Line Truck with Winch Pole & Steel Handling	14.10	4.22 + 3.5%
Operators: Non-Specialized Trucks & Miscellaneous Equipment; Groundmen; Truck Drivers	11.36	4.22 + 3.5%

TRUCK DRIVERS Area 6

Group 1	11.50	3.92 +o
Group 2	11.55	3.92 +o

Group 1 Straight Flat; Dumps; Winch Trucks; Ready Mix;
Dumppretes; Tandems; Tractor Trailer Combinations; &
Euclids up to 12 yards

Group 2 Euclids over 12 yards

POWER EQUIPMENT OPERATORS:

Well & pump work (including drilling & repair of all water wells; test holes & wells; & installation & repair of deep well type & shallow well pumps on water wells): Well Driller & Pump Installer:	8.10	.61 +t
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POWER EQUIPMENT OPERATORS Zone 1: (excluding well & pump work)

Master Mechanic	19.04	4.41
Group A	18.79	4.41
Group B	18.67	4.41
Group C	17.63	4.41
Group D	17.20	4.41
Group E	13.34	4.41

Group A: Barrier Moving Machines, Boiler or Compressor Operator
mounted on crane (piggy-back operation); boom trucks; cableways;
cherry pickers; combination concrete mixer and tower; concrete
pumps (except trailer pumps); cranes; derricks; draglines; dredges
(dipper, clam or suction) 3 man crew; elevating grader or euclid
loader; floating equipment ; gradalls; helicopter operator and
helicopter winch operator (when hoisting builders materials); hoes;
hoists (2 or more drums); hydraulic gantry (lift system); lift slab
or panel jack operator; locomotives; maintenance engineer (mechanic
or welder); mixer paving (multiple drum); mobile concrete pumps
(with boom); panelboard; pile driver; power shovels; prentice
loader; rail tamper w/automatic lifting & aligning device; rotary
drills used on caisson work for foundations and substructure work;
side boom; slip form pavers; straddle carriers; trench machine

(over 24" wide); and tug boat

Group B: Asphalt paver; bulldozer; C.M.I. type equipment; concrete grinder/planer; endloaders; Kohlman type loaders (dirt loading); lead greaseman; mucking machines; power grader; power scoops; power scrapers; & push cat; Pettibone rail equipment; & vermeer type concrete saw

Group C: A-frames; air compressor (pressurizing shafts or tunnels); asphalt rollers; boiler (15 lbs. pressure & over); fork lifts (except masonry); hoisting engines; house elevators (except those automatic call button controlled); man lift; mud jacks; pressure grouting; pump operators (installing or operating well points or other type of dewatering system); pumps (4" and over discharge); submersible pumps (4" and over discharge); trailer concrete pumps (without booms); trench machines (24" and under); utility operators; & switch & tire tampers w/o lifting & aligning device

Group D: Compressors; concrete mixers (capacity more than one bag); concrete mixers (one bag capacity, side loader); conveyors; generators; gunite machines; pavement breakers (hydraulic or cable); post driver; post hole diggers; road widening trenchers & rollers (except asphalt rollers); ballast relocater; bobcat type and/or skid steer loader; backfiller & tampers; bar and joint installing machines; batch plant; bullfloats; burlap and curing machines; clefplanes; concrete spreaders; crushers; deckhands; drum fireman (in asphalt plants); farm-type tractors (pulling attach.); finishing machines; form trenchers; hydro seeders; pressure pumps (over 1/2" discharge); self propelled sub grader; tire repairman; tractors (pulling sheep foot roller or grader); vibratory compactor (with integral power); vac/allis; & welders

Group E: Boilers (less than 15 lbs. pressure); fork lift (masonry); inboard & outboard motor boat launch; light plant operator; oiler; power driven heaters (oil fired); power scrubbers; power sweepers; pumps (under 4" discharge); submersible pumps (under 4" discharge); tenders; and signal persons

Boom & jib over 150 feet to 180 feet, \$.25 premium; boom & jib over 180 feet, \$.50 premium.

PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; & F-Christmas Day

FOOTNOTES:

- e. 7 paid holidays: A through F and Day after Thanksgiving
- f. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for employee who has worked in business less than 5

years.

- k. 1/2 day paid holiday: the last 4 hours of the workday prior to Christmas or New Year's Day.
- o. An employee who has been on the payroll 30 days or more and has worked his last scheduled workday within 7 calendar days before or his next scheduled workday within 7 calendar days after New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day shall receive 8 hours' pay for said holidays.
- t. 9 Paid Holidays: A through F, Good Friday, Friday after Thanksgiving Day, and Christmas Eve; employees who have been in continuous employment of the company for less than 1 year as of January 1 will receive pro-rated vacation based on 5/12 day per full month of employment, but not exceeding 5 days; 3rd continuous calendar year - 2 weeks' paid vacation; 11th continuous calendar year - 3 weeks' paid vacation.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards clauses (29 CFR, 5.5 (a) (1) (11)).

*Indicates changes made with the latest revision.

SPECIAL CONTRACT REQUIREMENTS

DIVISION I

INDEX

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
01000	SCOPE OF WORK AND PROJECT COORDINATION	1
01001	SCOPE OF WORK	1
01041	IDENTIFICATION OF ARCHITECT-ENGINEER	7
01042	CONTRACT DRAWINGS AND SPECIFICATIONS	7
01043	PRIORITIES, ALLOCATIONS AND ALLOTMENTS	7
01044	PERFORMANCE OF WORK BY SELLER	7
01046	PROJECT COORDINATION	7
	A. GENERAL	7
	B. SITE INSPECTION REQUIRED	7
	C. MOUND COORDINATE SYSTEM	8
	D. DRAWINGS AND SPECIFICATIONS	8
	E. BASELINES AND GRADES	11
	F. AS-BUILT DRAWINGS	11
01100	SPECIAL CONTRACT REQUIREMENTS	12
01130	SPECIAL ASBESTOS REQUIREMENTS	12
01140	SPECIAL SECURITY OR ACCESS REQUIREMENTS	12
01150	CONSTRUCTION PROCEDURES WITHIN CLEAN ROOMS	12
01200	PROJECT MEETINGS	12
01201	PROGRESS MEETINGS	12
01300	SUBMITTALS	13
01301	GENERAL	13
01302	SPECIFIC REQUIREMENTS	15
01303	OPERATING AND MAINTENANCE INSTRUCTIONS	17
01304	CONTROL DIAGRAMS	17
01305	OPERATING AND MAINTENANCE MANUALS	18

SPECIAL CONTRACT REQUIREMENTS

DIVISION I

INDEX

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
01310	SCHEDULES, BREAKDOWNS, REPORTS, SUBCONTRACTS	19
	A. PROGRESS SCHEDULE	19
	B. SCHEDULE REQUIREMENTS	19
	C. LOGICAL BAR CHART SCHEDULE REQUIREMENTS	19
	D. BREAKDOWN OF BID	21
	E. SUBCONTRACTS	22
01400	CONSTRUCTION QUALITY CONTROL	23
01401	GENERAL	23
	A. DESCRIPTION OF REQUIREMENTS	23
	B. RESPONSIBILITIES	24
	C. QUALITY ASSURANCE	24
	D. SUBMITTALS	25
01402	PRODUCTS	25
01403	EXECUTION	25
01500	TEMPORARY FACILITIES, & GOVERNMENT PROPERTY	26
01501	TEMPORARY FIELD FACILITIES	26
	A. INSPECTION FIELD OFFICE	26
	B. CONTRACTOR'S OFFICE/TOOL TRAILER	26
	C. TOILET FACILITIES	26
	D. WEATHER PROTECTION	26
01502	GOVERNMENT PROPERTY	27
01503	SALVAGE AND DISPOSAL OF WASTE MATERIALS	27
01700	PROJECT DRAWINGS	27
01701	LIST OF DRAWINGS	27

SPECIAL CONTRACT REQUIREMENTS

DIVISION I

SECTION 01000

SCOPE OF WORK AND PROJECT COORDINATION

01001 SCOPE OF WORK

This contract covers the furnishing of all plant, labor, equipment, supplies and materials and performing all work in strict accordance with the terms of the contract.

PHYSICAL DESCRIPTION

The Design/Build Firm shall develop and issue all drawings for design and installation of a 69KV Substation located in the SE quadrant of the SM/PP hill area. The substation shall receive primary power at 69KV from the local utility, Dayton Power & Light Company (DP&L). The DP&L circuit 6632 shall loop into the Mound substation and receive power from two sources: DP&L Benner substation and Hutchings substation. Two parallel operating 18 MVA transformers shall step down the voltage to 12,470 and feed a lineup of 15KV rated vacuum switchgear that shall then feed existing Mound primary distribution circuits and two spare breakers. Refer to drawings in Appendix A.

Design activities shall include:

1. The primary DP&L contract to provide 69KV services will be executed and administered by DOE, however, The Design/Build firm shall coordinate design activities with DP&L to provide the following:
 - o Design, supply, construct, operate, and maintain new 69KV transmission line along Mound property on Benner Road, farm land, and on Mound property. Off site easements have already been obtained. Siting permits and other right of way requirements shall be the responsibility of DP&L in conjunction with the DOE Real Estate Group in Albuquerque.
 - o Design, supply, install, operate, and maintain 69KV circuit breaker, switches, other 69KV connected devices, insulators, steel support structures and buswork up to the line terminals of Mound's 69KV switchers. For clarification purposes later herein, the aforesaid will be referred to as "DP&L-owned 69KV facilities".
 - o Design and supply foundation anchor bolts required for mounting all DP&L-owned 69KV facilities.
 - o Design, supply, install, operate, and maintain communications, supervisory, and relaying equipment for protection and operation of DP&L-owned 69KV facilities. Such equipment shall include all above ground conduits connected to DP&L-owned 69KV facilities and all auxiliary power, control and instrumentation cables connected thereto.

- o Design, supply, install, operate, and maintain rate metering equipment including interconnected cables. It is anticipated that rate metering will be at the 12.5KV voltage level. The metering current and voltage transformers will be furnished by DP&L for installation and connection by the 12.5KV switchgear manufacturer.
- o Design, supply, install, operate and maintain 125VDC power supply including 125VDC battery with rack, battery charger and DC breaker panel. A DC system alarm failure relay contact will be provided for use by Mound.
- o Complete testing of all DP&L installed cables and equipment. Submit written report of test results certifying compliance with applicable codes and standards.

POINT OF DELIVERY shall be defined as the line terminals of the Mound circuit switcher on the transformer primaries.

- o DP&L contact is: Major Account Manager at (513)227-2729.
2. The switchyard shall consist of low profile metal bus structure, ground grid, lightning protection (40 foot mast), foundations for DP&L and government owned equipment, security & safety fences, and the following:
- o Circuit switchers for primary isolation.
 - o SF6 breaker for primary protection.
 - o Access roadway-40 foot wide- for installation of equipment on bus structures.
 - o Surface of crushed rock in compliance with IEEE 80
 - o bus structures, insulators, bus, building entrance, and connections to switchgear.
 - o Spacing shall be designed in compliance with 138KV service throughout.
 - o Lightning protection on primary and secondary sides of the two main transformers.
 - o Outdoor lighting to permit night work in switchyard-20 FC at grade.
3. The two main power transformers shall have the following characteristics:
- o Type: Outdoor, oil filled
 - o 3 phase, 60 HZ
 - o 18/24/30 MVA, 65 degrees C rise.
 - o Impedance 7.5%
 - o Cooling: OA/FA/FA or OA/FA/FOA
 - o Primary: 69KV Delta, No load tap changer: 202-1/2% above and 202-1/2% below rated voltage.
 - o Secondary: 12,470V Wye
 - o Grounding: resistor 600A, 10 seconds
 - o Regulation: <4.3% full load @ 90% p.f.
 - o BIL Primary: 350,000V
 - o BIL Secondary: 110,000V
 - o Tap Changer: Secondary: 16 above & below @ 5/8% ea

- o Bushings: Primary: Top
- o Bushings: Secondary: Top or Side

Accessories:

- o Magnetic Liquid Level gauge/alarm contacts
- o Dial-type oil thermometer/alarm contacts
- o Winding temperature indication (all three windings) with alarm contacts and provisions for automatic or manual operation of fans.
- o Sudden pressure relay (Device No. 63)
- o Pressure/vacuum gauge
- o Low core loss material
- o Globe type combination drain & filter valve with sampling device
- o Globe type upper filter valve
- o Lifting lugs for lifting entire transformer
- o Base designed for rolling, provision for pulling in directions of center lines of segments
- o Jacking facilities at four corners of the base
- o Two ground pads with tapped holes.
- o One or more handholes or manholes in cover
- o Cover mounted pressure relief device/alarm contacts
- o Diagrammatic nameplate

Other:

- o Metal Oxide Station type arrestors on high and low side bushings. Ratings shall be designed by D/B.
- o All Current Transformers (CT) to be rated as per Protective Relaying Diagram drawing #CFE871097 in Appendix A. Accuracy class shall be C200.
- o Control equipment shall be designed to maintain voltage equality between the two transformers operating in parallel with tie breakers normally closed and the use of automatic load tap changers.
- o Testing shall be required of the manufacturer in accordance with ANSI C57.12.90-1980. Results shall be given to the buyer in writing.
- o Losses: Guaranteed 0.5% maximum total losses at 18 MVA. Should the actual losses, as determined by testing, exceed the guaranteed no load and/or total losses, payment by the D/B firm shall be made to the Government and will be calculated as follows:
 - (1) No load losses: The sum of KW no load loss test minus KW no load loss guaranteed for both transformers X \$3600/KW.
 - (2) Load losses: The sum of (KW total loss test minus KW no load no load test) minus the sum of (KW total loss guaranteed minus KW no load loss guaranteed) for both transformers X \$750/KW.

4. Switchgear line up shall be designed to meet the requirements listed below which are based on one high stacking.

PRICE OPTION - see PRICING BREAKDOWN SHEETS: An alternate construction shall be proposed that will provide for 750 MVA bus and enclosure bracing, and 500 MVA breakers.

PRICE OPTION - see PRICING BREAKDOWN SHEETS: An alternate construction shall be proposed that will provide for complete 750 MVA rated switchgear including bus, enclosure, and breakers.

- o Rating: 15KV, 500 MVA, 3 phase, 60 HZ
- o Construction: NEMA 1, Metal Enclosed, horizontal drawout with position indicator, padlockable
- o Required standards: ANSI C37, NEMA SG4&5
- o Definitions: IEEE 141-1976
- o Power Bus: 2000A Copper, insulated
- o Ground Bus: Copper, entire length of lineup, all metal cabinet parts and non-current carrying parts shall be grounded to this bus.
- o Breakers: Vacuum, stored energy mechanism
- o Breaker: Ground/test (for line and load)
- o Breaker lifting device if needed
- o Breaker test fixture
- o Surge Arrestors: On all feeders
- o Provisions for remote operation
- o Meters: 4-1/2 inch, standard switchgear type. Digital may be proposed.
- o Transducers: Design voltage, current, and power factor pickup to connect to a future Supervisory Control and Data Acquisition system (SCADA).
- o Color: Interior and Exterior: ANSI 61, Gray
- o Configuration: 13 cubicles: 2 main, 1 tie, 4 feeder, 2 spares, 2 DP&L metering, and 2 station transformers
- o Relaying: Designer shall use Drawing CFE871097 in Appendix A as a guide.

NOTE: Provide a complete relay coordination study. The scope of the study shall include the 69KV main transformer protection devices, the new 15KV switchgear relays, the 69KV/12.47KV devices owned by DP&L, the existing east switchgear devices, the existing west switchgear devices, and the existing DP&L-owned switchgear in the east and west switchgear lineups. Reference Appendix A, General Electric drawing 375-880-0033, sheet 1 of 5 and preliminary drawing CFE871097. Provide recommended relay settings in tabular form. Provide the time-current curves from which the settings were derived.

Calibrate and set all relays and protective devices listed above as per the coordination study.

5. Substation Building is anticipated to be a one story, 1500 square foot concrete block building. The building shall have fully accessible cable pit, battery room, space for DP&L metering and

relays, space for Mound maintenance storage, heating, lighting, emergency lighting, fire protection, telephone, plant intercom speakers and amplifier.

Soil borings of the proposed site are in Appendix B.

Construction of a reinforced concrete wall extending south along the East switchyard fence line shall be designed and constructed to provide visual and audible shielding of the switchyard from the neighboring residential area. Dimensions of wall shall be 100 feet long by 20 feet high by 10 inches thick.

6. Three ductbanks shall be designed and constructed as follows:

- (1) A 1200 linear foot duct bank to provide underground routing for 15KV feeder cables from the substation building to existing substation 95 for connection to the Mound 12,470V internal primary distribution system on the SM/PP area and to the main hill existing East and West switchgear. The duct bank shall consist of a minimum of 12-5 inch and 2-2 inch PVC, type EB conduits, concrete encased.

The duct bank shall be designed using the profiles in Appendix A as a guide (Drawing #05003-EL3 and #05004-EL4). Soil borings of the proposed routing are in Appendix B.

- (2) A 500 linear foot duct bank #1 to provide for underground routing of 15KV feeder cables from Manhole 5C to the existing power house cable pit. This ductbank is not shown on the enclosed drawings. Manhole 5C is located near building 51, and the ductbank will progress in a northerly path to P building through a 95 foot rise in elevation. It shall consist of 12-5 inch EB Type PVC conduits encased in concrete.

This duct bank shall be part of the underground path from the new substation to P building for connection of feeders 1A and 1B to the existing system on the main hill. The route shall include the new 1200 foot duct bank, substation 95 pit, existing duct bank past building 30, to manhole 5C and then through this 500 foot duct bank to the East switchgear pit. A distance of approximately 3700 feet.

- (3) A 500 linear foot duct bank #2 to provide underground routing for 15KV feeder 5E from manhole 5C to F substation Pit. This ductbank is not shown on enclosed drawings. Manhole 23 is located near building 51, and the ductbank will progress in an Easterly direction from it to the F pit. It shall consist of 3-5 inch EB Type PVC conduits encased in concrete.

9. Existing DP&L-owned switchgear will be purchased by the government under a separate contract, however it shall be the responsibility of the D/B to examine the need for any reconfiguration of existing inter-tie cables from East switchgear pit to the West switchgear pit. It is anticipated that no work is required after DP&L removes the three feeders and the new feeders 1A and 1B are installed.

10. Feeder cable configurations (15KV):

Reference drawings in Appendix A.

Also, reference Mound utility drawing 4-10255.

- (1) Feeder cables 1A and 1B shall be 2-500 kCmil each from the new switchgear to the existing East and West switchgear at the power house. The distance is approximately 3700 feet. Therefore, total linear feet of cable is 44,400.
- (2) Feeder cables 2A and 2B shall be 4/0 from the new switchgear to the existing 95 substation load interrupter switches. The distance is approximately 1200 feet, therefore, the total linear feet of cable needed is 7,200.
- (3) Remove existing feeder 5E from manhole 23B to Power Poles (PP) #7, #6, #6A, #6B, #6C, #6D, and F substation load interrupter switch. Also, remove the same feeder from PP #6, #5, #4, #3, #2, #1 (behind paint shop), conduit along pipe bridge, to cubicle ILE-5 in the East switchgear in room 3, P building. The total distance is approximately 2000 feet of 3-4/0.

Remove all crossbars and hardware from poles, but leave existing telephone cable, hardware, and poles.

Splice new 4/0 cable to existing feeder 5E to be renamed new feeder 2A at manhole 23B and route to F substation load interrupter switches via manholes 23A, 23, and 22 (in new 500 foot ductbank). The distance is approximately 1000 feet of 3-4/0.

- (4) Remove existing feeder 5W from manhole 23, 22, and F substation load interrupter switches. Also, remove same feeder from manhole 23, 5C, 5B, 5A, 5, all the way back to the West switchgear cubicle ILW-5. Splice new 4/0 cable to existing feeder 5W to be renamed new feeder 2B at manhole 23 and route to F substation load interrupter switches via manhole 22 (in new 500 foot ductbank). The distance is approximately 500 feet of 3-4/0.

01041 IDENTIFICATION OF ARCHITECT-ENGINEER

Since this is a Design/Build contract, the Architect-Engineering services for this project shall be provided by the same firm as providing construction services.

01042 CONTRACT DRAWINGS AND SPECIFICATIONS

The Seller will be furnished, without charge, 20 sets of drawings and specifications. The drawings which constitute a part of the contract documents are as indexed on the title sheet of the drawings.

01043 PRIORITIES, ALLOCATIONS AND ALLOTMENTS (952.212-71)

- A. The Seller shall follow the provisions of Defense Material System Regulation 1 or Defense Priorities System Regulation 1 (see 15 CFR Parts 330-354) and all other applicable regulations and orders of the DMS/DPS in obtaining controlled materials and other products and materials needed to fill this contract.
- B. The Seller further agrees to require the inclusion of Paragraph A. of this clause in all subcontracts issued hereunder.
- C. Except as specifically modified in these specifications, Priority DO-E1, certified for National Defense under DMS Regulation 1 applies to this contract.

01044 PERFORMANCE OF WORK BY SELLER

Performance of Work by the Seller, is 25%.

01046 PROJECT COORDINATION

A. General

The Seller's access to the construction area will be unrestricted except for security arrangements and requirements as covered in Special Conditions Article entitled "Security Measures" of these specifications. Seller's work shall in no way conflict or restrict normal Mound operations in the other areas of the site. Seller shall be responsible for prevention of interruption of traffic on roadways in any way.

B. Site Inspection Required

The Seller shall perform a detailed inspection of the site prior to bidding in order to identify difficult access, tight working conditions, limited storage or laydown area, and any other unique situation which cannot be adequately described in the Specifications or on contract drawings.

C. Mound Coordinate System

The Seller shall during construction, survey and establish the exact location of the following items based on the Mound Standard Coordinate System. The Buyer will supply the Seller with the location of the closest benchmark and information on the orientation and description of the Mound Coordinate System.

1. The corners of new building additions and all corners of exterior walls and stairs.
2. All overhead piping systems.
3. Exterior underground piping and electrical including inverts:
 - a. storm
 - b. sanitary
 - c. domestic water
 - d. electrical duct banks
4. New storm, sanitary and electrical manholes.

D. Drawings and Specifications

It is the sole responsibility of the Seller to ensure that all drawings and specification sets used in the progress of the work reflect the most current issued revisions. The Seller shall maintain, for the inspection of the buyer, a written log of the drawings and specifications issued to include:

(i) drawing number; (ii) drawing title; (iii) original issue date; (iv) revisions and date of issues and, (v) distribution of drawings and revisions.

Important Instructions for Handling Specifications and Drawings

The solicitation documents utilized in this project and essential to parties planning to bid on this project may contain Unclassified Controlled Nuclear Information as defined in Section 148 of the Atomic Energy Act of 1954, as amended, and have so been marked. Prospective Government contractors or subcontractors receiving the solicitation documents who do not bid or who are unsuccessful bidders, may return those documents to Contracting and Procurement, EG&G Mound Applied Technologies - Mound, Miamisburg, Ohio within ten (10) days following receipt of notification that awards have been made. If the bidder does not return the specifications and drawings, the bidder must either protect the data from unauthorized dissemination or destroy all documents. Destruction of the documents will be accomplished by any method which assures complete destruction to prevent its retrieval. All parties who receive the solicitation document shall be obliged under penalty of law to treat the information contained in such

documents pursuant to the instructions set forth in 10CFR 1017.17, which instructions include the following:

1. The requirement to protect the information from unauthorized dissemination and access to it. (When not in use, the information will have to be stored in a secured container, e.g., locked chest or file cabinet, or in a location where access is limited, e.g., locked or guarded office or controlled access facility.)
2. The requirement to contain reproduction of the information to the minimum extent necessary and, with regard to reproduced information, to mark and protect it in the same manner as the original document.
3. The requirement to package transmitted information in such a manner as to prevent disclosing that the package may contain Unclassified Controlled Nuclear Information.
4. Destruction in accordance with 10 CFR 1017.17(d).

Subsection b.(1) of Section 148 provides that persons violating regulations or orders of the Secretary of the Department of Energy with respect to the unauthorized dissemination of Unclassified Controlled Nuclear Information shall be subject to a civil penalty not to exceed \$100,000 for each violation.

Contractor Responsibility for Handling Specifications and Drawings - Unclassified Controlled Nuclear Information (UCNI)

1. Documents originated by the Contractor or furnished by the Government to the Contractor in connection with this project may contain Unclassified Controlled Nuclear Information as defined in Section 148 of the Atomic Energy Act of 1954, as amended. Therefore, the following limitation notice is stamped or typed on the cover of documents.

**"MAY CONTAIN UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION
SUBJECT TO SECTION 148 OF THE ATOMIC ENERGY ACT, AS AMENDED
(42 USC 2168). REVIEW BY THE DEPARTMENT OF ENERGY PRIOR TO
RELEASE IS REQUIRED."**

The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations, requirements, and instructions.

2. UCNI may only be made available to authorized individuals, which, for purposes of this contract, means only to U. S. Citizens who have a need to know in the performance of official duties or DOE authorized activities and who are employees of the Government, employees of a Government contractor or subcontractor, or employees of a prospective Government contractor or subcontractor for the purpose of bidding on a Government contract.
3. All parties receiving UCNI shall be obliged under penalty of law to protect such information as required by 10 CFR 1017.17, such responsibility including, but not limited to

the following:

- a. General - UCNI required protection from unauthorized dissemination. UCNI must be protected and controlled in a manner consistent with that customarily accorded other types of unclassified but sensitive information (e.g., proprietary business information, personnel or medical records of employees, attorney-client information). Each Government agency and Government contractor authorized access to UCNI shall establish and maintain a system for the protection of UCNI in their possession or under their control that is consistent with the physical protection standards established in this section. Each Authorized Individual or person granted special access to UCNI who receives, acquires, or produces UCNI or a document or material containing UCNI shall take reasonable and prudent steps to ensure that it is protected from unauthorized dissemination.
- b. Protection in use or storage - An Authorized Individual or a person granted special access to UCNI shall maintain physical control over any document or material containing a UCNI notice that is in use so as to prevent unauthorized access to it. When any document or material containing a UCNI notice is not in use, it must be stored in a secure container (e.g., locked desk or file cabinet) or in a location where access is limited (e.g., locked or guarded office, controlled access facility).
- c. Reproduction - A document or material containing a UCNI notice may be reproduced to the minimum extent necessary consistent with the need to carry out official duties with out permission of the originator provided the reproduced document or material is marked and protected in the same manner as the original document or material.
- d. Destruction - A document or material containing a UCNI notice may be disposed of by any method which assures sufficiently complete destruction to prevent its retrieval (providing the disposal is authorized by the Archivist of the United States under 41 CFR 101-11.4 and by agency records disposition schedules).
- e. Transmission
 - 1) A document or material containing a UCNI notice must be packaged to prevent disclosure of the presence of UCNI when transmitted by a means which could allow access to the document or material by a person who is not an Authorized Individual or a person granted special access to UCNI. The address and return address must be indicated on the outside of the package.
 - 2) A document or material containing a UCNI notice may be transmitted by:
 - a) U.S. first class, express, certified, or registered mail;
 - b) Any means approved for transmission of classified documents or material;
 - c) An Authorized Individual or person granted special

- access to UCNI when he or she can control access to the document or material begin transmitted; or
- d) Any other means determined by the Assistant Secretary for the Defense Programs to be sufficiently secure.
 - 3) UCNI may be processed or produced on any ADP system which is certified for classified information or which complies with the guidelines of Office Management and Budget Circular No. A-71, "Security of Federal Automated Information Systems" or which has been approved for such use in accordance with the provisions of applicable DOE directives.

Civil Penalty - Any person who violates Section 148 of the Atomic Energy Act or any regulation or order or the secretary issued under Section 148 of the Atomic Energy Act, including these regulations, is subject to a civil penalty. The Assistant Secretary for defense Programs may recommend to the Secretary imposition of this civil penalty which shall not exceed \$100,000 for each violation.

E. Baselines and Grades

The Seller shall take all elevations and coordinates from established permanent bench marks and shall be responsible for insuring that all elevations and connections to existing structures, utilities and other existing construction are correct. Initial layout shall be verified by a licensed professional land surveyor and properly recorded and submitted to the Buyer.

F. As-Built Drawings

1. The Seller shall, at all times, maintain, on the site, a complete master set of drawings and specifications current to the last issued revision. Drawings will be arranged on "stick files" in proper order and sequence and maintained until project completion. Record keeping for all drawings and specifications shall be in accordance with the General Provisions Clause entitled "Specifications and Drawings for Construction".
2. The Seller shall be responsible for ensuring that As-Built data including actual location of all installed construction, if different from contract drawings and specifications as approved by the Buyer, is properly included in "red" on the master set of project plans and specifications. The Seller shall be responsible for maintaining this as-built data for all subcontractors, suppliers or others performing work on the job.
3. Within (90) days of completion of the Work all master drawings and specification sets including the current master drawing "stick file", obsolete drawing specifications, plus all other information and data

relating to actual as-built conditions of the work shall be submitted to the Buyer. Final payment and retainage will be withheld until such time that the Buyer has received such submittal.

SECTION 01100

SPECIAL CONTRACT REQUIREMENTS

01130 SPECIAL ASBESTOS REQUIREMENTS

It is anticipated that no asbestos abatement work will be required in the execution of this contract.

01140 SPECIAL SECURITY OR ACCESS REQUIREMENTS

Access to the substation site is will require reporting to Post 2 from the Mound Benner Road gate, receiving a Red contractors badge and proceeding to the work site unescorted. Work on the substation and feeders to Manhole 5C also require this procedure. Access to the 500 foot ductbank, East and West Switchgear, and DP&L Switchgear will require pre-arrangements for Mound Security Guard escorts and vehicle passes. While at these sites, Guard escort will be required at all times. The Mound Construction Inspector shall be the primary contact for access assistance. Temporary fencing may be installed at the substation site to place the area outside of the Mound perimeter fence and thus not require Red badging. Temporary fencing may be necessary at the site of the 500 foot ductbank crossing of the security fence near Post 5.

01150 CONSTRUCTION PROCEDURES WITHIN CLEAN ROOMS

Not used.

SECTION 01200

PROJECT MEETINGS

01201 PROGRESS MEETINGS

The Senior Project Managers of the Seller and subcontractors shall attend a weekly project status meeting conducted at the construction site. At this meeting, the Seller shall provide a project status including; progress made on the previous week's "two week forecast", overall project schedule status, status of submittals, status of deliveries as well as other topics affecting project progress. "Safety" shall be a major topic discussed at this meeting. A two week forecast will be presented in accordance with the Division I section entitled "Schedules, Breakdowns, Reports, and Subcontracts." The Project Engineer/Construction Manager shall be responsible for keeping, publishing, and distributing minutes of the meeting to all

attendees as quickly as possible after the meeting.

SECTION 01300

SUBMITTALS

01301 GENERAL

- A. Shop drawings, catalog data, equipment and material lists, elementary diagrams, wiring diagrams, installation instructions, maintenance manuals and instructions, and operation brochures, shall be submitted for the items of equipment and materials in accordance with the coded legend herein within the time specified unless otherwise directed by the Buyer. If materials or equipment are required and are not specifically listed therein, the most closely related item listed will govern the type of submittal required. The submittal shall include a typewritten list showing each item and manufacturer for approval and shall be submitted concurrently with all equipment which forms a system or subsystem that must be reviewed simultaneously because of coordination requirements. These submittals shall be corrected to "as-built" conditions prior to the completion of the project and turned over to the Buyer. Catalogs for submittal shall have unrelated pages removed with capacities and specified parameters relating to the item or items clearly marked. The maintenance manuals and instructions shall indicate routine-type work defined by step-by-step instructions, that should be performed to insure long life and proper operations; the recommended frequency of performance is also to be included. Instructions should include possible trouble spots with diagnosis and correction of each. These manuals shall be turned over to the Buyer at the completion of the project. The theory of operation brochures shall describe the function of each component or subassembly in block-diagram-type presentation to a degree that a mechanic will understand the product well enough to operate and maintain it. These brochures will be submitted to the Buyer at the completion of the project.

The submittal shall include project identification (project name), contract number and specification section. Address and submit all submittals to:

Sheila K. Willis, MAIL ZONE:22
EG&G Mound Applied Technologies
P.O. Box 3000
Miamisburg, Ohio 45343-3000

- B. The Seller shall review, sign, and stamp submittals and shall submit to the Buyer, for his review, six (6) copies as required by the Buyer, as described in paragraph A, above) for

all items he proposes to use in the project, complete, containing all required detailed information. After review has been indicated on each copy by appropriate signature, stamp and date, three (3) copies will be returned to the Seller and the balance retained by the Buyer. If the Seller requires the return of more than three (3) approved copies, he must submit an equal number of additional copies or a reproducible copy.

- C. All descriptive materials submitted shall bear the approval stamp and signature of the Seller submitting the same as evidence that they have been reviewed and approved by him. Each submittal shall also be marked with the project specification Reference Number and the specific types of submittal data (shop drawings, material lists, performance curves, catalog data, etc.) included. Correction of dimensions, location of various items, encroachment of work of other Sellers or subcontractors and variations from the requirements of the Contract Documents shall be made or corrected by the Seller. Materials submitted without the Seller's approval stamp and signature, without the Specification Reference Number and type of submittal noted or submitted with an insufficient number of copies shall be returned for resubmission. If the submittals indicate variations from the requirements of the Contract Documents because of standard shop practice or for any other reason the Seller shall make specific mention of such variation in his letter of transmittal.
- D. Submittals which include manufacturers catalog data shall include full identification of the equipment or fixture, capacities, current characteristics, dimensions and identification of replacement parts.
- E. Review of descriptive submittals will not relieve the Seller of the responsibility for correcting any errors which may exist or for meeting requirements of the specifications. Partial submittals will be accepted only with prior approval of the Buyer.
- F. If required, samples and descriptive data shall be submitted within the time specified in these specifications or, if no time is specified, within a reasonable time before use to permit inspection and testing; and shall be shipped prepaid and delivered as specified in these specifications and shall be properly marked to show the name of the material, trade name of manufacturer, place of origin, name and location of work where the material represented by the sample is to be used, and name of Seller submitting the sample. Samples not subject to destructive tests may be retained until completion of the work but thereafter will be returned to the Seller, if he so requested in writing, at his own expense. Failure of any samples to pass the specified requirements will be

sufficient cause for refusal to consider further any samples from the same manufacturer whose materials failed to pass the tests.

- G. Substitutions: Written authorization of the work or items proposed to be substituted in lieu of those specified or referenced. (See the Clause of the General Provisions entitled "Materials and Workmanship.") The opinion of the Buyer relating to the equality of items shall be final. Any changes required in the details and dimensions indicated on the drawings as a result of approved substitution shall be properly made, as approved by the Buyer and at the expense of the Seller. If the Seller fails to submit for approval the required data within the specified time in accordance with the preceding paragraph, the Buyer will select a complete line of materials and/or equipment. If the Seller submits for inclusion in the work materials and/or equipment not in accordance with the specifications, the Buyer will have the right to reject them and select a full line of materials and/or equipment. The selection made by the Buyer will be final and binding and the items shall be furnished and installed by the Seller without change in the contract price.
- H. Notwithstanding the Conflict Provisions - Interpretations clause of the Special Conditions, this provision shall be deemed superseded to the extent of conflict, if any, between this provision and any provision in the technical sections of the specifications.
- I. At completion of the construction, and prior to final payment, Seller shall deliver to the Buyer five (5) bound sets of all approved submittal corrected to as-built condition. These bound sets shall include all applicable shop drawings, manufacturers catalog data, diagrams, maintenance manuals, operating instructions, etc. as noted on the "Listing of Seller Submittals", Technical specifications and drawings. Copies of manufacturers' catalog data covering all fixtures and equipment installed shall include full identification of the equipment or fixtures, capacities, current characteristics, dimensions and identification of replacement parts.
- J. A minimum of one approved set of shop drawings shall be available at the Seller's construction field office at all times during construction.

01302 SPECIFIC REQUIREMENTS

- A. The Seller shall submit all forms, data, information, certificates, schedules, etc., as required in other sections of the specifications. Omission of an item from the following tabulation does not relieve the Seller from the responsibility for submitting the item required.

- B. Descriptive submittals shall be made for the items of equipment and materials set forth below, in accordance with the coded legend set forth below, within 190 days after receipt of Notice to Proceed. (Submittals marked with an asterisk must be in reproducible form, the same size and scale as the contract drawings, or as directed.)

LEGEND

- a. Shop Drawings
- b. Certifications
- c. Equipment List
- d. Material lists
- e. Elementary Diagrams and Wiring Diagrams
- f. Installation Instructions
- g. Maintenance Instructions
- h. Operating Instructions
- i. Samples, Colors
- j. Welders' Certifications
- k. Performance Curves
- l. Catalog Data
- m. Recommended Spare Parts Lists
- n. Computations
- o. Logical Bar Chart Schedule
- p. Laboratory and Field Test Reports
- q. Warranties and Guarantees
- r. Material Safety Data Sheets (MSDS)
- s. Detailed lifting and erection plans
- t. Other

* Sepia reproducible required ** Mylar reproducible required

Listing of Seller Submittals

<u>Description</u>	<u>Required</u>
ELECTRICAL	
Raceway	d, l
Fixtures	d, e, f, h, l
Boxes	d, l
Cable <=600V	d, l
Cable > 600V	b, d, f, k, l, p
Transfer Switch	d, e, f, g, h, l, m, q
Transformer-dry	a, b, d, e, f, g, h, k, l, m, n, p, q
Transformer-69KV	a, b, d, e, f, g, h, k, l, m, n, p, q
Switchgear-15KV	a, b, d, e, f, g, h, k, l, m, n, p, q
Bus bars/structures	a, c, d, e, f, g, h, l, m, n, q
Breakers-15KV	a, b, c, d, e, f, g, h, k, l, m, n, p, q
Breakers-SF6	a, b, c, d, e, f, g, h, k, l, m, n, p, q
Relays	a, b, c, d, e, f, g, h, k, l, m, n, p, q
Panelboards	c, d, l

Current Transformers	b,c,d,e,f,k,l,n,p
Meters	b,c,d,e,f,k,l,n,p
Space Heaters	a,c,e,f,g,h,l,q
Batteries	a,d,e,f,g,h,k,l,m,n,p,q

MECHANICAL

Fire Protection	a,b,c,d,e,f,g,h,l,m,p,q
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STRUCTURAL

Rebar	a,d,f,l
Trusses	a,b,c,f,l,n
Concrete Panels	a,b,c,f,i,l,n,q
Metal Roof	a,b,c,f,i,l,n,q

01303 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Seller shall arrange for each Installer of Work requiring continuing maintenance or operation by Government personnel, to meet at project site with the Buyer and present instructions needed for proper operation and maintenance of entire work.
- B. Include manufacturer's representative where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shutdown emergency operations, noise and vibration adjustments and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

01304 CONTROL DIAGRAMS

- A. Seller shall install under clear plastic, where directed, a complete control diagram of all systems. This shall include all control equipment and its relationship to, and interlock with, other equipment (heating, ventilating, air conditioning, refrigeration, etc.). This diagram shall identify all control instruments and components in such a way as to eliminate (within reason) any mistake in identifying by the operating personnel.
- B. All equipment shall be provided with metal identification tags giving equipment designation number (this must match control diagram designations). The Seller shall install under clear plastic where directed, a chart listing equipment by designation, number, and showing capacities as shown on the drawings or specified herein, such as flow rates, pressure and

temperature differences, heating and cooling capacities, horsepower, voltage and current characteristics, etc. This shall not be required for accessories or minor equipment items, such as diffusers, registers, steam traps, etc., but is required for such items as fans, pumps, compressors, coils, heaters, etc.

- C. The Seller shall provide approved brass identification tags for all valves except isolation and bypass valves installed adjacent to the equipment they serve. These tags shall be numbered according to a definite code. The Seller shall make up and deliver to the Buyer complete system valve charts, locating and identifying every valve as to its function.
- D. Accompanying each valve chart shall be a system piping diagram, showing all valves (with numbers). The valve code shall be submitted to the Buyer for approval.
- E. These charts and piping diagrams shall be suitable mounted under clear plastic in appropriate frames with mounting hardware.

01305 OPERATING AND MAINTENANCE MANUALS

Provide five (5) complete brochures each containing all operating, servicing, maintenance, etc., information and parts listings for all equipment provided and installed. Where diagrams are too large to be contained in the binder, arrange manila pockets with reinforced holes to hold folded drawings.

Each manual will be 8-1/2" x 11" in size, bound in hard back, three ring binder with front identification of project by title and contract number and shall contain:

- o Table of Contents, with thumb tab sheet
- o One copy of each as-built drawing
- o Approved shop drawings, suppliers name and address , complete parts list and recommended spare parts list.
- o A copy of the operation instructions for installed equipment shall be furnished and conspicuously mounted by the Seller at the places designated.

OPERATING INSTRUCTIONS:

Operating instructions shall include the following information:

- o Summary of operating procedure of all systems.
- o Diagrams necessary for explanation.
- o Written description of systems contents, and where they are located in the building.
- o All installation and operation instructions furnished with the equipment from the supplier.
- o All certificates of inspection, recorded test data,

warranties, guarantees, etc. by equipment and/or component and all information pertaining to Seller upholding terms of guarantee.

- o Step-by-step instructions for required work to insure equipment achieves design life.
- o Recommended frequency of maintenance.
- o Possible trouble areas with diagnostics and corrections.

01310 SCHEDULES, BREAKDOWNS, REPORTS, AND SUBCONTRACTS

(NOTE: This section 01310 shall govern in the event of inconsistencies.

- A. Progress Schedule. Within 30 days after receipt of Notice to Proceed, the Seller shall submit a construction progress schedule to the Buyer for approval. During the process of schedule development, the Seller shall be required to submit, at the Buyer's request, intermediate copies of the schedule to demonstrate acceptable progress toward the final schedule. In no case will any progress payments be approved until such time as a final project schedule is submitted and approved by the Buyer.
- B. Schedule Requirements: The schedule will be in the form, detail and number as prescribed by the Contracting Representative and as indicated below:

Division I, Paragraph 01310 C shall apply unless otherwise noted.

C. LOGICAL BAR CHART SCHEDULE REQUIREMENTS:

- 1. A "LOGICAL BAR" type schedule as described below shall be required and shall clearly identify all activities, relationships, milestones, and critical paths necessary to achieve scheduled project completion in accordance with the contract performance duration.
- 2. Specifically a "LOGICAL BAR" type schedule identifies along a time scale drawing all tasks and logical precedences between the tasks. Each task is clearly identified by an activity number, which is tied to the bid breakdown structure; by an activity description; and by an activity duration. Each task should have tie-ins to the preceding activities and to the succeeding activities. The tie-ins should be shown as lines with arrows pointing to the specific predecessors and/or successors. The length of the activity, which includes the above items, directly corresponds to the time scale of the drawing. The logical precedence between the tasks should tie-in all activities so as to have only one project start activity and one project finish activity.

3. The "LOGICAL BAR" chart should highlight the critical path and denote the amount of total float for non-critical activities.
4. The selection and number of activities shall be sufficient to fully describe and monitor the progress on a weekly basis. In no case shall activities with durations greater than twenty working days be aggregated together. The schedule shall show the date of commencement of work for each work activity, the duration for each work activity, and manpower loading for each work activity. The total activity float and free float values should be indicated.
5. Major milestones such as utility shutdowns, ordering and delivery of major equipment items, checkout and start-up will be included. In cases of critical plant operations requiring close coordination, the Seller will be required to prepare a more detailed daily plan and schedule for approval prior to authorization to proceed.
6. The schedule shall also include the anticipated number of days to be lost due to adverse weather conditions. Both the number of days lost with and without weather protection shall be provided. The requirements for weather protection are covered under Division I Section entitled "Temporary Field Facilities, Weather Protection."
7. The Seller shall participate in a review and evaluation of the proposed Progress Schedule with the Buyer. The Progress Schedule including revisions shall be resubmitted for approval of the Buyer within ten (10) calendar days after the conference. Upon final approval by the Buyer, the Progress Schedule shall be designated as the Baseline Schedule. The approved Baseline Schedule shall be used by the Seller for planning, organizing and directing the work, reporting progress, and for submission of payment requests for work accomplished.
8. Upon approval of the progress schedule by the Buyer, the contract amount shall be broken down by activity as a basis for progress payment. (See Breakdown of Bids.)
9. The Seller shall furnish sufficient forces, construction plant, and equipment, and shall work such hours, including night shifts, overtime operations and Sunday and holiday work as may be necessary to ensure the prosecution of the work in accordance with the approved progress schedule. If, in the opinion of the Buyer, the Seller falls behind the progress schedule, the Seller shall take such steps as may be necessary to improve his progress and the Buyer may require him to increase the number of shifts and/or overtime operations, days of work and/or amount of construction plant, all without additional cost to the

Buyer or the Government under this contract.

10. Failure of the Seller to comply with the requirements of the Buyer under this provision shall be grounds for determination by the Buyer that the Seller is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination, the Buyer may terminate the Seller's right to proceed with the work or any separable part thereof, in accordance with the General Provision article entitled "Termination for Default - Damages for Delay - Time Extension".
 11. The Seller shall, in conjunction with the progress of work, maintain and display a copy of the current master approved "Logical Bar" chart project schedule. This schedule shall be annotated and highlighted to reflect completed construction activities and shall be updated at least once weekly prior to the project coordination meeting held at the construction site.
 12. The progress schedule shall be completely revised on a quarterly basis to reflect all changes in contract work including adjustments in time, cost or both which have been approved by the Buyer. If at any time between quarterly revisions, the progress against the approved schedule falls more than ten (10) working days behind the current Progress Schedule as determined by the Buyer, the Seller shall submit within ten (10) working days, a completely revised schedule demonstrating a plan for regaining the progress. This revised schedule shall be subject to the review and approval of the Buyer.
 13. If the Seller fails to revise the Progress Schedule due to changes, within the time periods herein prescribed, The Buyer may withhold approval of progress payment estimates until such time as the Seller submits an acceptable revised schedule.
 14. On a weekly basis and in conjunction with the progress schedule, the Seller shall be required to prepare and submit a "two week forecast" of all activities scheduled to be accomplished and the manpower necessary to support the activities. This forecast shall be presented and analyzed at the weekly project coordination meeting held at the site and attended by representatives of the Buyer, Seller and all major Subcontractors.
- D. Breakdown of Bid: In conjunction with submission of the project progress schedule, within 30 days from Notice to Proceed, the Seller shall submit a bid breakdown by schedule activity and totalling the entire contract price. This breakdown is subject to approval of the Buyer concurrent with the progress schedule.

1. The bid breakdown shall be itemized on AIA Document G702, "Application and Certificate for Payment" and G703, "Continuation Sheet." These forms should be submitted with each progress payment showing the percentage of work completed for each item.
2. Seller costs such as mobilization, schedule preparation, and cost of bonds as invoiced are subject to delineation as separate payment and progress activities. General overheads, profit, and other costs associated with the prosecution of work shall be included in the applicable direct work activities and not stated as separate items.
3. The breakdown shall correspond directly to activities in the progress schedule and show separate amounts for labor, material and equipment necessary to complete the activity.
4. The Buyer shall have the right to revise the breakdown submitted, prior to his approval, if, in his opinion, the items indicated do not conform to their true value. Careful attention will be exercised in both preparation and review to avoid "front end loading of activities."
5. The cost of approved changes to the contract shall be added to the progress schedule and cost breakdown in a manner so as to retain their change order number identifier. If the change is a new work activity, payment will be made in accordance with the approved completion percentage. If the change is integral to and accomplished in conjunction with another work activity, payment will be based on the completion percentage of the base activity.

E. Subcontracts:

1. Unless otherwise directed by the Buyer, the Seller shall submit in writing within 15 days after receipt of Notice to Proceed, the names of all direct subcontractors and lower tier subcontractors involving on-site labor, together with a summary of the extent, character, and dollar amount of the work to be accomplished by each. The Seller shall, upon the request of the Buyer, furnish copies of all subcontracts for performance of the Work under this contract. If, for sufficient reasons at any time during the progress of the work the Buyer determines that any subcontractor or lower tier subcontractor is incompetent or undesirable, he will be taken for cancellation of such subcontract. Nothing contained in

this contract shall create any contractual relationship between any subcontractor and the Buyer.

2. Immediately after issuance of the Notice to Proceed, and any time thereafter, the Buyer may request submittal of purchase orders or subcontracts for materials or equipment (including those issued by subcontractors) with priority ratings extended where applicable. The submittal to the Buyer shall be made immediately after the Seller receives confirmation of the various items. The promised date(s) of shipment, point(s) of delivery, quantity and name of items to be furnished and unit prices will be clearly indicated. The date each purchase order or subcontract is placed will be furnished to the Buyer.

SECTION 01400

CONSTRUCTION QUALITY CONTROL

01401 GENERAL

A. DESCRIPTION OF REQUIREMENTS

1. General Required inspection and testing services are intended to assist in the determination of probable compliance of the the work with requirements specified or indicated. These required services do not relieve the Seller of responsibility for compliance with these requirements or for compliance with requirements of the contract documents.
2. Definitions The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and test and related actions including reports performed by independent agencies and governing authorities, as well as directly by the Seller. These services do not include contract enforcement activities performed by the Buyer or A-E.
 - a. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual elements of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of installation procedures.
 - b. Inspection, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Seller's own quality control procedures which facilitate overall compliance with requirements of the contract documents.

- c. Requirements for the Seller to provide quality control services as required by the A-E, the Buyer, governing authorities or other authorized entities are not limited by the provisions of this section.

B. RESPONSIBILITIES

1. **Seller Responsibilities** Except where they are specifically indicated as being the Buyer's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services are the Seller's responsibility; these services also include those specified to be performed by an independent agency and not directly by the Seller. Cost for these services shall be included in the Contract Sum. The Seller shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control test services specified.
2. **Buyer's Responsibility** The Buyer will engage and pay for the services of an independent agency to perform inspection and tests that are specified as the Buyer's responsibility.
3. **Retest Responsibility** Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the contract documents, then retests are the responsibility of the Seller, regardless of whether the original test was the Seller's responsibility. Retesting of work revised or replaced by the Seller is the Seller's responsibility, where required tests were performed on original work.
4. **Responsibility for Associated Services** The Seller is required to cooperate with the independent agencies performing required inspections, tests, and similar services. Provide such auxiliary services as reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
 - o Providing access to the work.
 - o Taking samples or assistance with taking samples.
 - o Delivery of samples to test laboratories.
 - o Security and protection of samples and test equipment at the project site.

C. QUALITY ASSURANCE

Qualification for Service Agencies: Except as otherwise indicated, engage inspection and test service agencies,

including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

Qualifications for Asbestos Testing Laboratories

Not used.

D. SUBMITTALS

1. General Refer to Division-I section entitled "Submittals" for general requirements on submittals. Submit a certified written report for each inspection, test or similar service, directly to the Buyer, induplicate, unless the Seller is responsible for the service. If the Seller is responsible for the service, submit a certified written report of each inspection, test or similar service through the Seller, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
2. Report Data Written reports of each inspection, test or similar service shall include, but not be limited to the following:
 - o Name of testing agency or test laboratory.
 - o Dates and locations of samples and tests or inspections.
 - o Names of individuals making the inspection or test.
 - o Designation of the work and test method.
 - o Complete inspection or test data.
 - o Test results.
 - o Interpretation of test results.
 - o Notation of significant ambient conditions at the time of sample taking and testing.
 - o Comments or professional opinion as to whether inspected or tested work complies with requirements of the contract documents.
 - o Recommendations on retesting, if applicable.

01402 PRODUCTS (Not Applicable)

01403 EXECUTION

A. REPAIR AND PROTECTION

General Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual

qualities of exposed finished. Comply with the contract document requirements for "Cutting and Patching". Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Seller's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

SECTION 1500

TEMPORARY FACILITIES AND GOVERNMENT PROPERTY

01501 TEMPORARY FIELD FACILITIES

- A. **Inspection Field Office:** The Seller shall furnish and maintain, during the performance of this contract, a field office trailer for Inspection Personnel and the Buyer's sole use. The trailer shall contain an office which shall be a minimum of 10' X 15' with a desk, chair, filing cabinet and adequate heat, air conditioning, light and power as approved. A telephone will be provided in the inspection office by the Seller. The office trailer shall also include a conference room suitable for conducting project meetings. The conference room shall be of sufficient size (10' X 25') and shall include a conference table and sufficient chairs provided by the Seller. The condition of the temporary field office trailer shall be approved by the Buyer prior to movement to the site and shall be located as directed by the Buyer or his representative. The Seller shall be responsible throughout the project for the maintenance and operation of the office trailer to include heat, air conditioning, lighting etc. as well as janitorial service as requested by the Buyer.
- B. **Contractor's Office/Tool Trailer:** The Seller shall furnish and maintain, during the performance of this contract, a field office/tool storage trailer. A current set of all projects drawings and specifications as well as other documents relating to the project shall be kept in this office. The marked-up "As Built" drawing set should also be maintained in this office. A telephone should be provided for the use of the Seller's site supervision. The Inspection trailer and the Contractor's trailer may be combined with the approval of the Buyer.
- C. **Toilet Facilities:** The Seller will provide sufficient temporary facilities (change trailers, toilets, etc.) in accordance with OSHA Standards to support the workforce. In no case will Seller personnel utilize Mound facilities.
- D. **Weather Protection:** The Seller shall make provisions to protect the construction during adverse weather conditions and insure continuation of construction during winter months without stoppage of construction and at no additional expense to the government. On any project where any adverse weather

conditions are anticipated, the Seller shall prior to start of construction submit to the Buyer his plan for providing of weather protection. This plan must be submitted and approve before any payments will be processed.

01502 GOVERNMENT PROPERTY

- A. Refer to General Provisions Article, entitled "Property" and Special Condition Article, entitled "Government Property".
- B. The Government will furnish as free issue the following property to be incorporated or installed in the work or used in its performance:

Not used.

01503 SALVAGE AND DISPOSAL OF WASTE MATERIALS

- A. LIST OF ITEMS TO BE SALVAGED AND DISPOSITION:

Not used.

- B. The Seller shall be responsible for the removal and disposal of all scrap and waste materials at no additional cost to the Buyer. The Buyer, subject to availability thereof, may provide a dumping ground for scrap and waste materials. Burning of waste material is not permitted.

SECTION 1700

PROJECT DRAWINGS

01701 LIST OF DRAWINGS

The following drawings, accompany these specifications and form a part of the contract documents.

Refer to Design Criteria Drawings in Appendix A:

37588D0033	One Line of Existing Primary Distribution System
	Site Plan: Feeder Routing
CFE871098	69KV Substation Protective Relay Diagram
01002-G2	Substation Yard Plan
05003-EL3	Site Plan and Profile Sheet 1 (1200' Ductbank)
05004-EL4	Site Plan and Profile Sheet 2 (1200' Ductbank)
05002-EL2	Single Line (Feeder Routing in existing and new Ductbanks)
	Floor Plan (Substation Building floor plan)

CONSTRUCTION DRAWINGS

To be furnished by Seller.