



Department of Energy

Richland Field Office

P.O. Box 550

Richland, Washington 99352

93-RPB-112

9302115

MAR 02 1993

Mr. David B. Jansen, P.E.
Hanford Project Manager
State of Washington
Department of Ecology
P.O. Box 47600
Olympia, Washington 98504-7600

Dear Mr. Jansen:

TRANSMITTAL OF THE GROUT TREATMENT FACILITY PROJECT W-125 EXCAVATION DETAILS

Transmitted is the bid package containing the excavation details for project W-125. Project W-125 will construct four grout disposal vaults numbered 106 through 109 located in the 218-E-16 Disposal Area. The excavation details were requested by the State of Washington Department of Ecology (Ecology) at the December 8, 1992, Grout Treatment Facility Unit Managers' Meeting.

Should you have any questions regarding this transmittal, please contact me or Mr. C. E. Clark of my staff on (509) 376-9333.

Sincerely,

James D. Bauer, Program Manager
Office of Environmental Assurance,
Permits, and Policy

EAP:CEC

Enclosure:
Engineering Change Notices

- cc: R. C. Bowman, WHC, w/o encl.
- J. L. Epstein, WHC, w/o encl.
- M. N. Jaraysi, Ecology, w/encl.
- T. M. Michelena, Ecology, w/o encl.
- J. J. Witczak, Ecology, w/encl.

MAR 1993

9302115-41002

**THIS PAGE INTENTIONALLY
LEFT BLANK**

Cont. Fee

KAISER ENGINEERS HANFORD COMPANY
P. O. Box 888
Richland, Washington 99352

INVITATION NO. KEH-5321 (W-125)
DATE OF ISSUE; March 11, 1992
REVISED DATE OF OPENING: May 7, 1992

April 20, 1992

ADDENDUM NO. 6

**EXCAVATION-GROUT VAULTS 106 THROUGH 109, 600-AREA,
HANFORD SITE, RICHLAND, WASHINGTON**

Invitation No. KEH-5321 (W-125) dated March 11, 1992, for subject work is hereby modified as follows:

INVITATION FOR BID

Paragraph 4, second line, the date is hereby changed from April 23, 1992 (as established by Addendum No. 4) to May 7, 1992.

Receipt of this addendum shall be acknowledged on the Bid Form in the space provided therefor. All other conditions and requirements of the Invitation for Bids, Specifications and Drawings will remain unchanged.

Failure to acknowledge receipt of all addenda may be cause for rejection of your bid.

Bids will be received until 2:00 p.m., May 7, 1992, and then opened as stated above.

KAISER ENGINEERS HANFORD COMPANY



D. L. Huddleson
Contract Administrator

DLH:mj

9512941003

**THIS PAGE INTENTIONALLY
LEFT BLANK**

Cont. File

KAISER ENGINEERS HANFORD COMPANY
P. O. Box 888
Richland, Washington 99352

INVITATION NO. KEH-5321 (W-125)
DATE OF ISSUE; March 11, 1992
REVISED DATE OF OPENING: April 23, 1992

April 15, 1992

ADDENDUM NO. 5

**EXCAVATION-GROUT VAULTS 106 THROUGH 109, 600-AREA,
HANFORD SITE, RICHLAND, WASHINGTON**

Invitation No. KEH-5321 (W-125) dated March 11, 1992, for subject work is hereby modified as follows:

CONSTRUCTION SPECIFICATION W-125-C1, REV. 1. PER ECN W-125-003

1. Section 01400, Article 1.5, Schedule for H and W Points, EARTHWORK

Delete 02200/8 Road Surfacing W X

2. Section 02200, EARTHWORK

(1) Add new paragraph 3.3.1.1 as follows:

"3.3.1.1 Installation of shoring by sluicing or flooding with water shall not be permitted."

(2) Paragraph 3.4.1: Delete ", road surfacing".

Receipt of this addendum shall be acknowledged on the Bid Form in the space provided therefor. All other conditions and requirements of the Invitation for Bids, Specifications and Drawings will remain unchanged.

Failure to acknowledge receipt of all addenda may be cause for rejection of your bid.

Bids will be received until 2:00 p.m., April 23, 1992, and then opened as previously announced in Addendum No. 4.

KAISER ENGINEERS HANFORD COMPANY

W. G. Sealock
Contract Administrator

WGS:mj

93129341004

**THIS PAGE INTENTIONALLY
LEFT BLANK**

Cont. Fall

KAISER ENGINEERS HANFORD COMPANY
P. O. Box 888
Richland, Washington 99352

INVITATION NO. KEH-5321 (W-125)
DATE OF ISSUE; March 11, 1992
REVISED DATE OF OPENING: April 23, 1992

April 9, 1992

ADDENDUM NO. 4

**EXCAVATION-GROUT VAULTS 106 THROUGH 109, 600-AREA,
HANFORD SITE, RICHLAND, WASHINGTON**

Invitation No. KEH-5321 (W-125) dated March 11, 1992, for subject work is hereby modified as follows:

1. BID INVITATION, PAGE 1

In the second line of Paragraph 4, the bid opening date of INDEFINITE is changed to April 23, 1992.

2. CONSTRUCTION SPECIFICATION W-125-C1, REV. 0

Construction Specification W-125-C1, Rev. 0 is deleted. Replace with Construction Specification W-125-C1, Rev. 1.

3. CONSTRUCTION DRAWINGS

- a. Drawing H-2-79695, Sheet 1, Civil; Construction Road Excavation Plan Rev 0 is deleted and is replaced with Drawing H-2-79695, Sheet 1, Civil; Construction Road Excavation Plan Rev. 1.
- b. Drawing H-2-79695, Sheet 2, Civil; Construction Road Profile & Misc. Details Rev 0 is deleted and is replaced with Drawing H-2-79695, Sheet 2, Civil; Construction Road Profile & Misc. Details Rev. 1.
- c. Drawing H-2-79696, Sheet 1, Civil; Vault Excavation Plan Rev 0 is deleted and is replaced with Drawing H-2-79696, Sheet 1, Civil; Vault Excavation Plan Rev. 1
- d. Drawing H-2-79697, Sheet 1, Civil; Diffusion Barrier Placement Plan Rev 0 is deleted and is replaced with Drawing H-2-79697, Sheet 1, Civil, Diffusion Barrier Placement Plan Rev. 1.

Receipt of this addendum shall be acknowledged on the Bid Form in the space provided therefor. All other conditions and requirements of the Invitation for Bids, Specifications and Drawings will remain unchanged.

Failure to acknowledge receipt of all addenda may be cause for rejection of your bid.

9 1 1 9 9 4 0 0 5

**THIS PAGE INTENTIONALLY
LEFT BLANK**

ADDENDUM NO. 4 CONT.
Bid Invitation No. KEH-5321 (W-125)
Page 2 - April 9, 1992

The revised bid opening date is April 23, 1992.

KAISER ENGINEERS HANFORD COMPANY



for W. G. Sealock
Contract Administrator

WGS:mj

Enclosures as stated

9 2 1 8 9 3 4 7 7 0 6

**THIS PAGE INTENTIONALLY
LEFT BLANK**

W-125-C1
Revision 1

CONSTRUCTION SPECIFICATION FOR

EXCAVATION

GROUT VAULTS 106 THROUGH 109

Incorporating ECN W-125-002

Work Order ER0107

Prepared By:

Kaiser Engineers Hanford Company
Richland, Washington

For the U.S. Department of Energy

Contract DE-AC06-87RL10900

OFFICIAL RELEASE **23**
BY WHC

DATE **APR - 2 1992**

Sta. # 10

APPROVED
Kaiser Engineers Hanford Company (KEH)

Miana HAO

Design Engineering

3/23/92

Date

J. E. Breed

Technical Documents

3/23/92

Date

S. Schulz

Safety

3-24-92

Date

R. Hollenbeck

Environmental

3/24/92

Date

B.R. Sullivan

Quality Engineering

3/23/92

Date

Kevin Martin

Construction

3/24/92

Date

NA

ADC/UCNI Review

Date

[Signature]

Project Management

3/25/92

Date

Westinghouse Hanford Company

Wallace W. [Signature]

Projects Department

3-24-92

Date



3/26/92

9 2 1 0 0 4 0 0 7

**THIS PAGE INTENTIONALLY
LEFT BLANK**

TABLE OF CONTENTS

Total Pages

<u>DIVISION 1 - GENERAL REQUIREMENTS</u>		
Section 01010	Summary of Work	2
Section 01019	Items Furnished for Construction	3
Section 01027	Applications for Payment	4
Section 01040	Coordination	2
Section 01043	Job Site Administration	3
Section 01050	Field Engineering	2
Section 01065	Permits	2
Section 01100	Special Project Procedures	2
Section 01200	Project Meetings	2
Section 01300	Submittals	5
Section 01310	Progress Schedules	3
Section 01400	Quality Assurance	3
Section 01500	Construction Facilities and Temporary Controls	4
Section 01720	Project Record Documents	2
<u>DIVISION 2 - SITEWORK</u>		
Section 02147	Diffusion Barrier	10
Section 02200	Earthwork	7
Section 02850	Site Appurtenances	3

9 1 2 3 4 1 0 0 8

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 INTRODUCTION

1.1.1 Project W-0125 for construction of grout disposal vaults is located near the 200 East Area in the Controlled Access Area of the Hanford Site, approximately 28 road miles north of Richland, Washington.

1.1.2 This Specification provides for earthwork activities and diffusion barrier placement for vaults 106 through 109 and as shown on the Drawings.

1.2 STATEMENT OF WORK

1.2.1 Scope: Work consists of furnishing labor, equipment, and materials for the earthwork and diffusion barrier placement portion of facility in accordance with the Contract Documents.

1.2.2 Work Included: Following itemization is intended to be broad in scope to identify major work elements and is not all inclusive.

1.2.2.1 Construct access and haul roads.

1.2.2.2 Excavate access ramp and construction base at elevation 604 for 4 vaults.

1.2.2.3 Structural excavation for concrete basin and leachate collection sump below elevation 604.

1.2.2.4 Install shoring.

1.2.2.5 Protection of ground water monitoring wells and sealing of boreholes.

1.2.2.6 Diffusion barrier placement.

1.2.2.7 Backfill placement.

1.2.2.8 Construct berms for run-on drainage control.

1.2.2.9 Stabilize berms.

1.2.2.10 Maintain berms, access roads, haul road, and access ramp.

1.3 DRAWINGS

1.3.1 Drawings which show work to be accomplished by the Contract Documents are listed in Schedule of Drawings.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 6 1 1 9 3 4 0 0 1 0

SECTION 01019

ITEMS FURNISHED FOR CONSTRUCTION

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 Code of Federal Regulations (CFR)

Title 30 Mineral Resources

Part 56

Safety and Health Standards -
Surface Metal and Nonmetal
Mines

1.2 SUBMITTALS: Not Used

1.3 GENERAL

1.3.1 Material and equipment furnished or made available for incorporation into the Work are set forth in this Section. Other services and utilities provided are covered in other sections of this Specification.

1.3.2 Meet the provisions of Section 9 of the Contract General Conditions for items furnished for construction.

1.3.3 Provide KEH access to premises where items furnished for construction are stored before incorporation into the Work.

1.4 MATERIAL AND EQUIPMENT

1.4.1 Gravel and Sand

1.4.1.1 Unmined natural deposits are available at no cost from sites designated by KEH within 6 miles of Project site. Materials will not meet physical properties required in this Specification without adequate processing.

1.4.1.2 If Contractor elects to utilize available gravel sites he shall furnish equipment and labor required to excavate, process, load, transport, and place material.

1.4.1.3 Material shall be used only for the Work covered by this Specification and no gravel or sand, processed or unprocessed, shall be transported off the Hanford Site.

9512934011

1.4.1.4 Access to gravel sites and travel between gravel and construction sites shall be on roads designated by KEH and use shall be in accordance with Section 01500.

1.4.1.5 Operations of gravel sites shall meet the following requirements.

a. Confine removal of overburden and top soil to areas designated by KEH. Stabilize blow sand areas after surface has been disturbed, with gravel or other approved method to prevent wind erosion.

b. Make no excavation or bank cut within 100 feet of power lines, paved roads, railroads, security fences, or other permanent structures.

c. Excavating and processing shall be in accordance with 30 CFR 56. Correct operations identified by KEH to be hazardous to life or property.

d. Explosives are prohibited articles described in Section 56 of the Contract General Conditions and shall not be brought to the Hanford Site or proposed for use without written KEH approval.

e. Temporary structures are permitted at gravel site for offices, storage or repair facilities necessary for gravel removal and processing. No facility for habitation will be permitted.

f. Use of gravel sites are nonexclusive. Others may also enter to excavate material required for other work.

g. Upon completion of operations clear gravel site of debris, temporary structures, and equipment. Grade excavated area, properly slope banks, and stabilize to prevent wind erosion. Conditions identified by KEH as not meeting these requirements shall be corrected before final acceptance of the Work.

h. Right to use gravel sites may be terminated by KEH for failure to meet the requirements set forth or for abandonment of operations under this Contract. Right to use gravel will terminate without notice upon acceptance of Work under this Contract.

1.4.2 Backfill material will be furnished by KEH, for incorporation into the Work. Backfill material is presently stockpiled at the Site approximately 1/2 mile from the Project. Backfill materials are not warranted to meet physical properties required in this Specification without adequate processing.

9 1 1 9 3 4 1 0 1 2

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 8 1 3 9 7 4 0 0 1 3

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 FORMAT

1.3.1 Complete Form KEH-1026.00, Progress Estimate Backup, sample appended. Contractor developed substitutes for form may be used with prior approval of KEH.

1.3.2 Complete Form KEH-0959.00, Monthly Estimate of Work Completed, sample appended, or include following in letter requesting payment.

Subtotal Value of All Pay Items \$X,XXX.XX
Complete to date (Include modifications)

Allowance for Material Stored on Site:
Previous Net Allowance \$X,XXX.XX
Minus Materials Placed \$X,XXX.XX
Plus Materials Stored, \$X,XXX.XX
Net Allowance \$X,XXX.XX

Subtotal Value Completed to Date \$X,XXX.XX
Less Previous Payments \$X,XXX.XX
Less Other Charges from KEH \$X,XXX.XX
Subtotal Deductions \$X,XXX.XX

Total Payment Requested \$X,XXX.XX
Less Retainage at ___% \$X,XXX.XX

Total Payment Allowed \$X,XXX.XX

1.4 APPLICATION PROCEDURE

1.4.1 Payments to Contractor specified in Section 15 of Contract General Conditions are initiated by Contractor making application as follows.

1.4.1.1 Begin application by completing Form KEH-1026.00. For lump sum contracts, each application shall include, as minimum, breakdown of Contract price for items listed in Section 01310 and percent complete for each item.

1.4.1.2 Review backup sheets with KEH approximately 5 days before end of pay period and adjust data if required by KEH.

1.4.1.3 Finalize application by meeting requirements of Paragraph 1.3.2.

9 1 1 2 9 7 4 0 0 1 4

1.5 PAYMENT PROCEDURE

1.5.1 Upon receipt of application, KEH will audit data and check for compliance with requirements of Section 01720. When satisfied that Contract requirements are up-to-date, Form KEH-0959.00 will be signed by KEH.

1.5.2 Copy of signed Form KEH-0959.00 showing amount of payment to be made will be furnished to contractor.

1.5.3 KEH will mail check to Contractor's designated address.

1.6 ADDITIONAL DATA REQUIRED

1.6.1 When processing applications for payment and preparing payment documents, KEH may require data to substantiate and justify amounts requested. Processing of payment documents may be delayed if data is not forwarded expeditiously to KEH.

1.6.2 Requests for payment for equipment or material which Contractor has received, but has not installed, shall be accompanied by invoice or other data to provide evidence that title to equipment or material is held by Contractor.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

93149140015

9713974017

KAISER ENGINEERS HANFORD		MONTHLY ESTIMATE OF WORK COMPLETED	
Contract or P.O. No.		Estimate No.	Date
Name of Contractor			
Address			
Nature of Work			
Initial Amount of Contract \$	Total Amount of Modifications to Date \$	Total Adjusted Contract Amount \$	
Description		Amount	
Estimated Work Completed to (Date)			
Less: Previous Payments	\$		
Other Charges (Explain Below)	\$		
Total Deductions		(\$)
Adjusted Payment Requested		\$	
Less Retainage @ _____ %			
Total Payment Allowed		\$	
SAMPLE			
<p>I certify that I have verified this periodical estimate dated _____ for \$ _____ and that to the best of my knowledge and belief it is a true and correct statement of work performed and that the contractor's statement of his account and amount due him is correct and just, and the quantities included in this estimate have been performed in full accordance with the terms and conditions of the corresponding construction documents.</p>			
FOR THE CONTRACTOR		KAISER ENGINEERS HANFORD COMPANY	
By _____		By _____ Project Manager	
By _____		By _____ Field Contract Engineer	

KEH-0959.00 (02/90)

END OF SECTION

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 CONSTRUCTION ACTIVITIES

1.3.1 Coordinate construction activities to ensure efficient and orderly sequence of work, with provisions for accommodating items to be installed later.

1.3.2 As noted in Section 29 of the Contract General Conditions, other contracts may be under construction concurrently with the Work included in this Specification. Coordinate activities with other contractors for mutual benefit. Coordination meetings may be required in addition to progress meetings to keep parties informed of scheduled activities at interface points.

1.3.3 Certain onsite construction work related to Project will be performed by others. Cooperate and coordinate work to eliminate interferences and delays. Removal of contaminated soil will be done by others. Assistance may be required during removal to expedite work and minimize downtime.

1.3.4 Access to existing Vaults 101 through 105, and laydown area shall be maintained at all times during the work of this Contract.

1.4 WORK IN EXISTING FACILITIES

1.4.1 Existing site for grout vaults 102 through 105 is a facility currently under construction. Plan and schedule work to prevent interference with current construction activities and access, and sustain safety of construction personnel.

1.4.2 Maintain access to existing work areas as directed by KEH to minimize disruptions to work force.

1.4.3 Keep work area safe and orderly for construction and operating personnel. Clean work area after each work period and stack tools and materials away from traffic areas.

1.4.4 Restrict excavation and access road construction to avoid interference or disruption of construction access along existing access road to Vaults 102 through 105.

1.4.5 Traffic on new access road shall be shared and coordinated with Contractor for Vaults 102 through 105.

9 3 1 4 9 3 4 1 0 1 8

1.4.6 Maintain new access road in satisfactory and safe conditions for duration of Contract.

1.4.7 Construct haul road as necessary to safely transport required excavation to designated disposal area. Construct to provide safe merging with access road.

1.4.7.1 Locate haul road to avoid area within 10 feet of site for ground water monitoring well shown on the Drawings.

1.5 CONNECTIONS TO EXISTING SYSTEMS

1.5.1 Advance notice of work that will affect existing systems shall be given to KEH. Careful planning and scheduling of work is required to coordinate operations of existing systems to keep disruptions at minimum.

1.5.2 As required in subsection 50.7 of the Contract General Conditions, connections to existing systems shall be scheduled well in advance for work to be done. KEH will coordinate schedule with Contractor and utility.

1.6 ACCESS TO WORK AFTER POSSESSION

1.6.1 Access to warranty work as specified in Section 24 of the Contract General Conditions or access to work after possession as specified in Section 20 of the Contract General Conditions will be coordinated by KEH with other contractors, and users of facility. Notify KEH in advance of proposed work to minimize disruptions.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 1 0 1 4 1 9

SECTION 01043

JOB SITE ADMINISTRATION

PART 1 - GENERAL

1.1 REFERENCES:

1.1.1 Reference Standards and Specifications: The following standards and specifications including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 American National Standards Institute (ANSI)

Z41-1983 Personal Protection-Protective Footwear

Z8.71-1989 Practice for Occupational and Educational Eye and Face Protection

1.2 SUBMITTALS: Not Used

1.3 WORKING HOURS

1.3.1 Regular day shift working hours are from 7:00 am to 3:30 pm, Monday through Friday, excluding holidays.

1.3.2 For other than regular day shift work refer to Section 51 of Contract General Conditions.

1.4 BADGE, DOSIMETER, AND ORIENTATION

1.4.1 Work being within Controlled Access Area of Hanford Site, but outside Limited Areas, badge and orientation requirements will be in accordance with Section 56 of Contract General Conditions, but basic dosimeters will not be required.

1.4.2 Badges will not be provided until notice to proceed letter has been signed and returned to KEH, supervisors have attended KEH safety training course, requirements of Section 55 of Contract General Conditions have been received and approved by KEH, and site labor conference and preconstruction meeting specified in Section 01200 have been completed.

1.4.3 Radiological training, medical examination, and other requirements for work in radiation zones are specified in Section 01100.

1.5 EMERGENCY RESPONSE DRILLS

1.5.1 Personnel working on Hanford Site shall participate in emergency response drills held approximately once every 3 months and lasting approximately one hour.

9 3 1 3 3 4 1 0 2 0

1.5.2 Maintain daily log or other suitable record of personnel names, including subcontractors, working on Hanford Site.

1.6 SECURITY

1.6.1 Policy and Procedures: Contractor employees shall meet with security policies and procedures specified in Sections 56 and 87 of Contract General Conditions. Copies of KEH Security Procedures will be provided upon request after award of Contract.

1.7 SAFETY REQUIREMENTS

1.7.1 Fire Safety

1.7.1.1 Address fire safety as part of construction safety plan required by Section 55 of Contract General Conditions. Incorporate following requirements into plan.

a. Utilizing portable shields wherever welding, cutting, or grinding.

b. Maintaining fire watch minimum 1/2 hour after welding, cutting, or grinding.

c. Having fully charged fire extinguisher available whenever welding, cutting, or grinding.

d. Method to control ignition of brush fires.

1.7.1.2 See Section 01500 for off-road driving and grass fire prevention requirements.

1.7.2 Safety Apparel: All personnel are required to wear the following in recognized construction areas or when on business at KEH's shop or yards. Exception to these requirements for specific work tasks require approval from KEH in advance.

1.7.2.1 Steel-toed type shoes meeting the requirements of ANSI Z41. Shoes shall be constructed of substantial material, preferably leather. Shoes shall be in good condition; damaged or exposed footwear is not acceptable. Tennis shoes, canvas type shoes, or other athletic type shoes, including those with steel toe protection, are not acceptable.

1.7.2.2 Approved eye protection with eye shield devices meeting the requirements of ANSI Z87.1.

1.7.2.3 Hardhats.

1.7.2.4 Appropriate clothing. Tank-top type shirts, sleeveless shirts, dresses or other than full length pants are not allowed in construction areas.

9 1 2 9 3 4 1 0 2 1

1.7.3 Job Safety Analysis

1.7.3.1 Job safety analysis required by subsection 55.2 of Contract General Conditions shall address following work items as minimum. Add items not included which require safety consideration.

- a. Excavations.
- b. Hazardous materials.
- c. Shoring.
- d. Welding or cutting.
- e. Heat stress during diffusion barrier installation.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

93129341022

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures.

1.2.1 Initial Survey Report: Submit Initial Survey Report identified in Paragraph 1.5.5.

1.2.2 Final Survey Report: Submit Final Survey Report indicating grade point elevations with coordinate description for excavated area, including construction berms and diffusion barrier placement identified in Paragraph 1.5.6.

1.3 QUALITY CONTROL

1.3.1 Establishing alignment, support location, grades, and survey before and after placement of diffusion barrier shall be the responsibility of a Land Surveyor registered in the State of Washington and acceptable to KEH.

1.3.2 Deliver field notes, records, and documentation to KEH to review and verify procedures used and accuracy of work.

1.4 SURVEY DATA

1.4.1 Basic reference points with coordinate descriptions and bench mark with elevation identified will be located by others.

1.4.2 Preserve bench marks and reference points, including stakes or other markers established until removal is authorized by KEH.

1.4.3 From information and dimensions shown on the Drawings, perform survey/layout required by the Work.

1.5 PROCEDURES

1.5.1 Before initial layout, field verify horizontal and vertical data. Report discrepancies to KEH.

1.5.2 Establish adequate permanent reference points to be used during construction, referenced to original control points. Record locations with horizontal and vertical data on project record documents.

1.5.3 Protect and preserve control and reference points, until Work is complete. Report loss or destruction of control points to KEH. Report relocation or change in data affecting reference points.

1.5.4 Periodically verify data for control and reference points, and construction stakes to maintain construction accuracy.

9 1 1 9 3 4 0 2 3

1.5.5 After completion of excavation and construction of berms but before diffusion barrier placement, survey area (grid size, 10'-0 x 10'-0 maximum in vault excavation) and provide survey notes to KEH.

1.5.6 After completion of diffusion barrier placement, perform final survey (grid size 10'-0 x 10'-0 maximum) for the area containing diffusion barrier.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01065

PERMITS

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 FEDERAL, STATE, AND MUNICIPAL LAWS, CODES, AND REGULATIONS

1.3.1 Required permits or licenses to do business are responsibility of Contractor as specified in Section 6 of the Contract General Conditions.

1.4 HANFORD SITE PERMITS

1.4.1 General: Before certain types of work can be done at Hanford, Contractor is required to have a permit. Permits are provided by KEH at no cost, however, furnish information required and notify KEH in advance of work requiring permit. Meet the requirements and restrictions set forth in each permit. Keep permits visibly posted at site of work being performed.

1.4.2 Excavation: Do not excavate without permit specified in subsection 50.9 of the Contract General Conditions. Permit will be issued before start of construction and is for duration of the Work.

1.4.3 Backfill: Permit required for each element of fill and backfill and good for 5 days or duration of work element provided Work does not stop for 5 consecutive days. Complete permit form, furnished by KEH, and return to KEH for approval before starting work.

1.4.4 Tie-in: Separate permit required for each utility tie-in and is valid until tie-in is complete. Permits furnished by KEH with 5 days notice.

1.4.5 Hazardous Work Permit: Start no work without permit. Permit will provide personnel protection requirements and restrictions for work involving welding and cutting, confined spaces, hazardous materials, or other hazardous working conditions. Permit is good for duration of Contract.

1.4.6 Oversize Load: In addition to Washington State permit, obtain permits for each movement of each oversize vehicle or load within the Hanford Site. Permits will be furnished by KEH with 48 hour notice of width, height, and length of oversized load and proposed route of travel. Verify proposed route has been traveled and limitations have been identified. See Section 01500, subparagraph 1.6.3.2 for additional requirements.

9 3 1 3 9 3 4 0 0 2 5

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01100
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 Federal Standards (FED STD)

FED-STD-313C

Material Safety Data,
Transportation Data, And
Disposal Data For Hazardous
Materials Furnished To
Government Activities

1.1.1.2 Washington Administrative Code (WAC)

Title 173, Department of Ecology

Chapter 173-303

Dangerous Waste Regulations

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures

1.2.1 Hazardous Materials: Submit list of hazardous materials to be used. Include current Material Safety Data Sheet for each material.

1.2.2 Hazardous Material Storage: Submit proposed method for storage of materials.

1.2.3 Hazardous Waste: Submit physical descriptions and quantity of waste and waste containers to be generated.

1.3 HAZARDOUS MATERIAL REQUIREMENTS

1.3.1 Hazardous products, defined in Section 111 of the Contract General Conditions, whether specified, recommended, or voluntarily requisitioned by Contractor, shall be governed by requirements of FED-STD-313 and Section 111 of the Contract General Conditions.

1.4 DANGEROUS WASTE HANDLING REQUIREMENTS

1.4.1 Dangerous waste, defined in WAC Chapter 173-303, generated by Contractor at Project shall be turned over to KEH for disposal.

1.4.2 Contractor personnel who handle, transfer, accumulate, or otherwise work with dangerous waste shall be trained by KEH to the requirements of WAC Chapter 173-303-330.

9 8 1 2 9 7 4 1 0 2 7

1.4.3 Report dangerous waste or hazardous material spills to KEH immediately.

1.4.4 After identification of dangerous waste to be generated, a satellite accumulation area will be designated for Contractor to deposit waste.

1.4.5 KEH will provide 55 gallon disposal barrels for use by Contractor to dispose of hazardous waste.

1.4.6 Identify and package dangerous wastes including accidental spills as approved or directed by KEH.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 3 1 0 3 4 1 0 2 8

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 PROCEDURES

1.3.1 Representatives from KEH and Contractor, including major subcontractors, shall participate in project conference and meetings. Representatives from Operating Contractor and DOE may attend as required by items to be discussed.

1.3.2 Meeting times and locations shall be mutually agreed to by Contractor and KEH and will be held at the Hanford Site in Richland, Washington, except informal design reviews. KEH will issue notices of meetings and prepare meeting minutes which will be distributed to project participants.

1.4 SITE LABOR CONFERENCE

1.4.1 Before starting construction onsite, conduct informational conference on Hanford Site labor requirements applicable to Project. KEH will provide meeting notice to representatives from labor organizations, identified by Contractor, whose members may be utilized in construction and are to attend conference. Contractor shall present proposed work plan and craft utilization, and review Contract General Conditions relating to labor.

1.5 PRECONSTRUCTION

1.5.1 Meeting will be scheduled by KEH before start of onsite work. Authorized representatives of Contractor and major subcontractors shall attend and KEH will advise others having interest in Work. Meeting will be chaired by KEH.

1.5.2 Following items, as minimum, will be incorporated into agenda for meeting.

1.5.2.1 Point of contact and key personnel representing Operating Contractor, Safety, QA/QC, Acceptance Inspectors, Construction Engineers, and Contracts personnel.

1.5.2.2 Schedule requirements and restraints, submittals and work limitations.

1.5.2.3 Safety, construction progress meetings and frequency, and certified payrolls.

1.5.2.4 Report requirements and frequency.

9 6 1 2 9 3 4 0 0 2 9

1.5.2.5 Quality requirements.

1.5.2.6 Major material and equipment lists.

1.5.2.7 Other pertinent items.

1.6 CONSTRUCTION PROGRESS

1.6.1 Meetings held weekly at time and location determined at preconstruction meeting will be approximately one hour long.

1.6.2 KEH will chair meeting and request attendance of key personnel required. Authorized representatives of Contractor and pertinent subcontractors shall attend.

1.6.3 Purpose of meetings is to monitor status and provide forum for exchange of pertinent information related to the Work. Major topics may include, but not be limited to, following.

1.6.3.1 Schedule, cost, and construction status.

1.6.3.2 Design and scope changes.

1.6.3.3 Submittal status, key material, and equipment delivery status.

1.6.3.4 Potential problem areas.

1.6.3.5 Inspection and testing status.

1.6.3.6 Action item status, goals for next meeting.

1.6.3.7 Other appropriate items.

1.6.4 Meeting minutes will be issued by KEH as promptly as possible following meeting. Action items will be identified with assigned follow-up. Issues resolved will be reported in minutes, as well as closed action items.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 0 1 1 0 3 4 1 0 3 0

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

1.1.1 This Section summarizes submittals required in Contract General Conditions and Part 1 of each section of this Specification. It explains type of submittals required, and describes procedures for submittals and review.

1.1.2 Submittals required are summarized in Article 1.3. Each submittal is identified by General Conditions and Specifications Section/Paragraph Number and Title. Submittals are required for either "Review and Approval" or "Review for Record".

1.1.2.1 Submittals requiring review and approval are to receive approval before procurement, fabrication, or construction is started.

1.1.2.2 Submittals requiring review for record are those on which procurement, fabrication, construction or acceptance testing may proceed, but acceptance is contingent upon compliance with Drawings and Specifications.

1.2 SUBMITTAL PROCEDURES

1.2.1 Transmit submittals to KEH by Data Transmittal/Review form KEH-1838, furnished by KEH.

1.2.2 Identify each submittal by Section/Paragraph Number and Title noted in Article 1.3. Number of copies required for retention by KEH are shown in Summary and include 2 copies to be returned to Contractor. Additional copies required for Contractor uses shall be added.

1.2.3 Review each submittal for completeness, compliance with Contract Documents, and proper identification before sending to KEH. Submittal data shall either be stamped showing review process has taken place or Data Transmittal form may be signed with statement of "Reviewed for Compliance." Submittals not stamped or signed to show review will be returned without consideration.

1.2.4 Submittals requiring review and approval will be stamped by KEH and marked "Approved", "Approved with Exception" or "Not Approved, Revise and Resubmit." Approval of submittals does not relieve Contractor of responsibility for errors contained therein.

1.2.4.1 Approved submittals are identified by submittal stamp with "Approved" or "Approved with Exception" box checked. "Approved" signifies general concurrence to achieve conformance with design concept of Project and compliance with requirements of Contract Documents. "Approved with Exception" signifies general concurrence with noteworthy comments or

clarifications. Approval of specific item shall not be construed as approval of system or assembly of which item is a component.

1.2.4.2 A submittal which is not approved is identified as "Not Approved, Revise and Resubmit." Submittal is considered by KEH to be technically deficient or incomplete and therefore, unacceptable. Resubmittal is required, hence fabrication, procurement, or performance of procedures shall not proceed.

1.2.4.3 Upon receipt of deficient submittal data, make corrections noted on transmittal and resubmit data to KEH within 10 calendar days.

1.2.5 Materials and equipment fabricated or installed without required approved submittals, or which differ from approved Drawings or vendor data are subject to rejection and replacement at Contractor's expense.

1.2.6 Delays arising from failure to submit, in timely manner, required Drawings, and other related data described in Contract Documents, shall not constitute excusable delays for extensions, unless excusable under other provisions of Contract. Allow 15 calendar days for KEH review and disposition of submittals, including shop drawings and vendor information, required to be furnished. Time period will be measured from date of receipt of submittal in KEH's office to date of return mailing.

1.2.7 Contractor is responsible for dimensions to be confirmed and correlated at Project site.

1.2.8 Submittals for review and record will be reviewed and filed. Incomplete or inaccurate data will be returned marked "Resubmit" with appropriate comments, and items procured or work performed shall be corrected. Payment for equipment will not be made unless required Vendor Information has been furnished.

1.2.9 Supplemental submittals shall contain sufficient data to show substantial compliance with Drawings and Specifications. Identify each submittal by Specification Section number and Paragraph number or referenced Drawing number and detail. Improperly identified or incomplete submittals will be returned without consideration.

1.2.10 Procedures for performing certain items of work are required to be submitted for review and approval before work is commenced. Those work procedures which have been approved by KEH for work similar to that to be accomplished on Project may not need to be reapproved. Forward one copy of previously approved procedure to KEH by Data Transmittal/Review form and identify by Section/Paragraph Number, Title, and either procedure number or project number for which procedure was approved. Submittal will be reviewed by KEH and if acceptable retained for record. If previously approved procedure is not acceptable submittal will be returned with requirements for resubmittal.

1.3 SUMMARY OF SUBMITTALS

General Conditions Section/Para. Number	Submittal Title	Quantity	Review and Approval	Review For Record
CONTRACT GENERAL CONDITIONS				
55.1	Certificates of First Aid Training (WISHA requirements)	5		Before badging
55.2	Safety Program and Job Safety Analysis	5	Before badging	
55.3	Industrial Injury/Illness Experience	5		Before badging
55.5.1	OSHA Form 200	5		5th working day, each month
55.6	Equipment Certification	5		Before badging
Specifications				
Section/Para. Number	Submittal Title	Quantity	Review and Approval	Review For Record
FIELD ENGINEERING				
01050/1.2.1	Initial Survey Report	10	Before diffusion barrier placement	
01050/1.2.2	Final Survey Report	10	Before final acceptance	
SPECIAL PROJECT PROCEDURES				
01100/1.2.1	Hazardous Materials and Material Safety Data Sheet	10		5 days before material delivery
01100/1.2.2	Hazardous Materials Storage	10	5 days before material delivery	
W125C1.SP.2889	01300 - 3		W-125-C1 Rev 1	

9 0 1 2 9 3 4 3 3 3

Specifications Section/Para. Number	Submittal Title	Quantity	Review and Approval	Review For Record
SPECIAL PROJECT PROCEDURES (Continued)				
01100/1.2.3	Hazardous Waste	5		5 days before material delivery
PROGRESS SCHEDULES				
01310/1.2.1	Progress Schedule	10	10 days after notice to proceed	
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS				
01500/1.2.1	Anchoring and Enclosure Methods	5	Before placing field office	
DIFFUSION BARRIER				
02147/1.2.1	Laboratory Reports	15	Before producing asphalt	
02147/1.2.2	Handling, Placing and Compaction Procedure	15	Before field demonstration	
02147/1.2.3	Log of Barrier Placement	15		7 days after placement is completed
EARTHWORK				
02200/1.2.1	Method to Prevent Damage During Excavation	5	Before excavation commences	
02200/1.2.2	Shoring Design	10		Before shoring installa- tion

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 3 1 0 9 3 4 1 0 3 5

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01310
PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures.

1.2.1 Progress Schedules: Submit following schedules required in Article 1.3.

1.3 PROGRESS SCHEDULES

1.3.1 Schedules identified in Section 5 of the Contract General Conditions shall be in accordance with following.

1.3.1.1 Show order Contractor proposes to carry on the Work, starting dates of the several salient features of the Work including procurement of materials and equipment, and contemplated dates for completion. Each schedule shall be in form of bar chart of suitable scale to show percentage of Work scheduled for completion at any time with separate bar for each activity. At end of each week or at end of other periods of time specified in Contract, prepare and submit one copy of chart showing actual progress at end of period.

1.3.2 Organize schedule to show activities relative to each major subcontractor and supplier. Provide subschedule to define critical portions of entire schedule.

1.3.3 Schedule shall include design activities and milestones, delivery date of design documents, construction activities, progress milestones, and include, but not be limited to, following activities.

1.3.3.1 Bond and insurance.

1.3.3.2 Submittal schedule.

1.3.3.3 Mobilization.

1.3.3.4 Survey.

1.3.3.5 Clearing.

1.3.3.6 Excavate access (temporary ramp road and access roads) and haul roads.

1.3.3.7 Excavate construction base for vaults.

1.3.3.8 Install shoring.

1.3.3.9 Foundation excavation for Vaults 106, 107, 108, and 109.

1.3.3.10 Produce diffusion barrier material for installation under Catch Basin for Vaults 106, 107, 108, and 109.

1.3.3.11 Placement of diffusion material.

1.3.3.12 Backfill.

1.3.3.13 Construct berms.

1.3.3.14 Stabilization.

1.3.3.15 General cleanup.

1.3.3.16 Deliver record documents.

1.3.3.17 Contract closeout.

1.3.3.18 Punchlist and demobilize.

1.3.4 Schedule shall show, as minimum, accumulated percentage of completion of each activity and total percentage of work completed as of last work day of each month.

1.3.4.1 Develop an "S" curve from percentage of total work figures and superimpose on schedule.

1.3.4.2 Show dollar value or percentage of total next to each activity shown on schedule. Figures will be basis for determining progress payments described in Section 01027.

1.4 REVISIONS TO SCHEDULES

1.4.1 Whenever KEH determines there are significant variances between actual and scheduled progress, endangering completion within Contract completion time, Contractor may be required to prepare and submit revised schedules.

1.4.2 Monthly, submit a copy of the schedule progress to date with projected completion date of each activity. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes. Indicate percent complete for each activity to determine monthly progress payment.

1.4.3 Provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect, including changes on schedules of separate contractors.

1.4.4 Distribute copies of revised schedules to KEH Project file, subcontractors, suppliers, and other concerned entities. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in revised schedules.

9 3 1 9 9 3 4 1 9 3 7

1.4.5 If Contractor fails to submit progress schedule specified in Paragraphs 1.4.1 or 1.4.2 within requested time, KEH may withhold approval of progress payments until Contractor submits required schedules.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

93139341038

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01400
QUALITY ASSURANCE

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 INSPECTING AND TESTING

1.3.1 In accordance with Section 19 of Contract General Conditions, KEH will perform following.

1.3.1.1 Soil compaction testing.

1.3.1.2 Diffusion barrier compaction testing.

1.3.1.3 Witness specific inspection and witness points.

1.3.1.4 Perform final acceptance inspection.

1.3.2 Specific Inspection and Witness Points

1.3.2.1 Adhere to inspection points required. Ensure personnel have completed inspections of and approved portions of work in accordance with Contract requirements before notifying KEH.

a. Specific inspection points are defined as follows.

1) Construction inspection (H): Required for witnessing of specific construction features, before further construction is allowed to proceed.

2) Witness (W): Selected for inspection at the option of KEH. Work may proceed upon verbal release by KEH or upon expiration of one hour beyond scheduled time of witnessing.

b. H points. Except where longer period is specified, notify KEH at least 4 working hours before each point.

1.3.2.2 H & W points are listed in Article 1.5.

1.4 OPEN ITEM DEFICIENCY AND NONCONFORMANCE REPORTING

1.4.1 KEH utilizes Open Items Reports and Nonconformance Reports (NCR) to document deviations from Contract requirements.

1.4.1.1 Open item reporting: Documented on the Open Items List available from KEH. Items shall be corrected by the Contractor without additional direction. Correction shall bring item into compliance with Contract requirements, using approved rework procedures or standards, without violating contract requirements.

1.4.1.2 Nonconformance report: Documented on nonconformance report (NCR) forms. NCRs document deviations from Contract requirements when characteristic, documentation, or procedure renders quality of an item or activity unacceptable, or indeterminate. Nonconformances are identified by a red construction hold tag, or blue NCR tag. A hold tag prohibits movement, installation, processing, or further fabrication of nonconforming items pending approval of the NCR disposition. An NCR tag identifies a nonconformance, but allows work to proceed based on an approved NCR disposition. No action shall be taken to correct or alter an actual condition before receipt of an approved disposition. Tags are not to be removed by anyone other than the agency who applied the tag.

1.4.2 Contractor shall ensure its organization is represented by individuals with sufficient authority to commit Contractor to corrective action requirements identified by KEH.

1.4.3 Open item deficiencies and nonconformances reported during performance of Contract require resolution before completion and final payment.

1.5 SCHEDULE FOR H, AND W POINTS

Section Number	Subject	Type	Offsite	Onsite
DIFFUSION BARRIER				
02147/1	Initial mixing of aggregate with hydrated lime	H	X*	
	All mixing of aggregate with hydrated lime	W		
02147/2	Initial asphalt coating of aggregate for diffusion barrier under concrete basin	H	X*	
	All asphalt coating of aggregate for diffusion barrier under concrete basin	W		
02147/3	All compaction demonstration	H		X

* Off-site requires 3 working days notification

9 6 1 2 9 3 4 0 0 4 0

Section Number	Subject	Type	Offsite	Onsite
----------------	---------	------	---------	--------

DIFFUSION BARRIER (Continued)

02147/4	All placement of diffusion barrier	H		X
02147/5	All backfill operations	H		X

EARTHWORK

02200/1	Initial excavation	W		X
02200/2	Cutting, sealing, and removing bore hole casings	H		X
02200/3	Protection of ground monitoring wells	W		
02200/4	Compaction procedure demonstration	H		X
02200/5	Backfill operations	H		X
02200/6	Initial berming activities	W		X
02200/7	Initial installation of stabilization material	W		X
02200/8	Road surfacing	W		X

SITE APPURTENANCES

02850/1	Backfill operations	W		X
---------	---------------------	---	--	---

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

9 0 1 9 9 3 4 0 0 4 1

**THIS PAGE INTENTIONALLY
LEFT BLANK**

1.3.3.3 Excess excavation: Dispose of excess excavation including clearing and grubbing debris and broken concrete at a KEH designated site, approximately 4 miles from the jobsite.

1.3.3.4 Dispose of broken asphalt at Pit No. 10, located approximately 13 road miles from the jobsite. Pit No. 10 is secured by a locked gate and requires 1 day notification for access.

1.3.3.5 Dangerous waste: See Section 01100 for requirements.

1.4 TEMPORARY UTILITIES

1.4.1 Water

1.4.1.1 Construction: Available from standpipe located outside 200 East perimeter fence adjacent to Project. Furnish hauling, dispensing, and temporary piping. Contractor furnished fittings for connection to water source shall be approved by KEH before installation. Remove temporary piping, hoses, fittings, and valves before final acceptance of the Work. Stand pipe valve is not freeze protected for cold weather use. Contractor shall provide protection when used in cold weather.

1.4.1.2 Drinking: Furnish adequate drinking water, that meets health and safety requirements, to employees.

1.4.2 Electric Power: Provide temporary. Remove temporary installations upon completion of construction.

1.4.3 Telephone: None available.

1.4.4 Sanitary Facilities: Furnish and service chemical or other approved sanitary toilets for employee use. Facilities shall meet requirements of KEH which are available upon request.

1.5 ACCESS ROADS AND PARKING AREAS

1.5.1 Access to Project shall be by existing grout perimeter access road, having no load restrictions, located outside 200 East Area.

1.5.2 Parking for Contractor's vehicles will be available at designated storage and laydown or office areas.

1.5.3 Grass Fire Prevention: To reduce potential for grass fires, keep off-road driving to minimum. Vehicles driving off-road or to remote locations, shall carry a minimum 10 pound ABC dry chemical portable fire extinguisher, communications equipment consisting of 2 way radio or mobil phone (CB type radios are not acceptable), and shovel. Report fires immediately to nearest Hanford Patrol, telephone 373-1780, and Hanford Fire Department, telephone 373-1311.

9 1 1 9 1 4 1 0 4 3

1.6 TEMPORARY CONTROLS

1.6.1 Dust Control: Maintain work areas to prevent hazard or nuisance to others. Accomplish dust control by sprinkling or other methods approved by KEH. Repeat sprinkling at necessary intervals to keep disturbed area damp at all times. Keep sufficient equipment on Project to accomplish dust control as work proceeds and whenever dust nuisance or hazard occurs. No separate or direct payment will be made for dust control and cost shall be considered incidental to and included in Contract price.

1.6.2 Temporary Enclosures: Plastic sheeting materials used to form enclosures shall be minimum 14 mils thick and have fire retardant properties meeting the requirements of NFPA 701. Acceptable manufacturers are Winman Corp (Plastic Division), St. Cloud, Minnesota; Lancs Industries, Kirkland, Washington; and Protective Plastics, Inc, Greer, South Carolina.

1.6.3 Traffic Control: Temporary traffic control and barricades in accordance with WSDOT M41-10, Section 1-07.23(3).

1.6.3.1 Vehicle and equipment movement

a. Slow moving vehicles and equipment shall not travel on Hanford Site roads during heavy traffic periods between 6:30 and 8:00 am, and 3:30 and 5:30 pm.

b. Do not block existing roads.

c. Do not park on roadway shoulders.

1.6.3.2 Oversized vehicles and loads

a. Permits specified in Section 01065 are required for vehicles or loads exceeding following dimensions.

1) Width: 8'-6".

2) Height: 14 feet.

3) Length: Single unit, 40 feet. Single trailing unit, 48 feet.

b. Additional requirements for vehicles and loads exceeding 8'-6" width.

1) Display oversize load sign on front of towing vehicle and rear of trailing unit.

2) Attach red flags to each corner.

3) Notify KEH 5 days before moving loads.

4) Travel between 9:00 am and 2:30 pm unless special arrangements are made.

9 1 1 9 3 4 1 0 4 4

c. Escort vehicle requirements.

- 1) Equip with oversize load signs and amber lights.
- 2) Vehicles or loads over 10 feet wide: Provide escort cars in front and rear on 2 lane highways.
- 3) Vehicles or loads over 14 feet wide: Provide escort car in rear on multiple lane highways.
- 4) Vehicles or loads over 20 feet wide: Provide escort cars in front and rear on multiple lane highways.

d. Electrical escort requirements: KEH will provide qualified electrical escorts, at no cost to Contractor when load or vehicle reaches height of 14 feet or more from road surface, or when clearance of at least 6 feet cannot be maintained from overhead electrical or signal lines. Notify KEH at least 3 working days before day escort is required.

1.7 FIELD OFFICE

1.7.1 Field office is required to keep copies of Drawings, Specifications, and other information pertinent to the Work at Project site. KEH shall have access to documents at all times. Should Contractor elect to utilize portable or relocatable structures, requirements of Paragraph 1.7.2 shall apply.

1.7.2 Anchor or tie down portable or relocatable structures, including trailers for field offices and storage, to prevent overturning or lateral movement in winds up to 70 mph. Enclose or skirt underfloor area with material that will not burn or support combustion to prevent accumulation of wind-blown debris and use of underfloor space for material storage. Complete anchoring and enclosing, in accordance with approved submittal, within 14 days of arrival onsite.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 0 1 1 0 3 4 1 0 4 5

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REFERENCES:

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 Washington Administrative Code (WAC)

Title 296	Labor and Industries
Chapter 296-155	Safety Standards for Construction Work

1.2 SUBMITTALS: Not Used

1.3 RECORD REQUIREMENTS

1.3.1 The nature of work at the Hanford Site requires certain documents, defined herein, be held to record construction process and administration of the Contract. KEH will assemble pertinent data for final disposition. Prepare, preserve, and deliver project record documents to KEH required by this Contract. Documents are in addition to submittals required in Section 01300.

1.3.2 Mark project record documents to identify copies for record and to prevent use for construction. Keep record copies of construction documents and make available to KEH during progress of Work.

1.3.3 Some data required for project records shall be delivered to KEH during course of construction and contract administration, while others shall be assembled after completion of construction for delivery to KEH. Document delivery by retaining copy of reports delivered during course of work until construction completion, retaining copy of letter of transmittal itemizing delivered items, or other means acceptable to KEH.

1.4 DOCUMENT IDENTIFICATION

1.4.1 General: Documents required for project records are itemized herein. Identify complete documents by title or number. Notes or markings added by hand shall be legible utilizing permanent nonsmearing marking media, such as ink or felt tip markers, in contrasting color.

1.4.2 Contract Documents: Store one set in the field office, apart from documents used in construction, and maintain in clean, dry, and legible condition. Legibly mark items to record actual construction, including changes to dimensions and details, manufacturer's name, and catalog number.

9 1 1 9 1 4 1 0 4 6

1.4.3 Activity and Administrative Documents: Deliver or retain in accordance with following.

1.4.3.1 Weekly Certified Payrolls: Each week deliver certified payrolls, as required by Section 108 of Contract General Conditions, to KEH, and keep copies in the field office until Contract completion. Progress payments will not be processed unless certified payrolls for work periods have been received by KEH.

1.4.3.2 Daily Force and Equipment Reports: Before noon each day, deliver one copy of a detailed daily force report, covering labor and supervision of Contractor and subcontractors for previous day. Report shall include a general description of work performed, and list major items of equipment on site.

1.4.3.3 Weekly Manpower Reports: Prepare weekly manpower reports and deliver, before 10 am on Monday, for previous week, during performance of Contract. Forms will be furnished by KEH.

1.4.3.4 Weekly Safety Meetings: Conduct weekly walkaround safety inspections and safety meetings in accordance with WAC-296-155-110. Deliver one copy of meeting minutes to KEH, as completed.

1.4.3.5 Periodic Equipment Inspections: Document initial and followup, periodic heavy equipment inspections by the Contractor. Deliver one copy to KEH, as completed.

1.4.3.6 Subcontracting Plan Reports: Deliver reports documenting conformance with Subcontracting Plan, as required by Section 89 of Contract General Conditions.

1.4.3.7 Backfill Permit: Retain backfill permits approved for work required in Division 2.

1.4.3.8 Soil Compaction Procedure: Retain Forms KEH 0382 completed for work required in Division 2.

1.4.3.9 Survey Notes: Deliver survey notes specified in Section 01050.

1.4.4 Product Samples and Manufacturer's Instructions: In addition to submittals required in Section 01300, and requirements of this Section, information received by Contractor (from suppliers) that documents products used, and how they were installed, shall be delivered to KEH for Project Records.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 3 1 0 0 1 4 0 0 1 7

SECTION 02147
DIFFUSION BARRIER

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 American Society for Testing and Materials (ASTM)

C 136-84a	Method for Sieve Analysis of Fine and Coarse Aggregates
C 150-86	Portland Cement
C 207-79 (1988)	Hydrated Lime for Masonry Purposes
C 294-86 (1991)	Descriptive Nomenclature for Constituents of Natural Mineral Aggregates
C 295-90	Practice for Petrographic Examination of Aggregates for Concrete
C 977-88	Quicklime and Hydrated Lime for Soil Stabilization
D 242-85 (1990)	Mineral Filler for Bituminous Paving Mixtures
D 1664-80 (1985)	Test Method for Coating and Stripping of Bitumen-Aggregate Mixtures
D 3381-83	Viscosity-Graded Asphalt Cement for Use in Pavement Construction

1.1.1.2 Washington State Department of Transportation (WSDOT)

M41-01-84 w/revisions through June 90	Construction Manual
M41-10-91	Road, Bridge, and Municipal Construction

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures.

1.2.1 Laboratory Reports: Submit reports from independent laboratory showing following.

1.2.1.1 Proposed aggregate source will produce gravel classified as igneous or metamorphic rock in accordance with ASTM C 294. Examine aggregate in accordance with ASTM C 295.

1.2.1.2 Aggregate meets the requirements of Paragraph 2.1.1.

1.2.1.3 Liquid asphalt meeting the requirements of Paragraph 2.1.2 with submittal required for each delivered load.

1.2.1.4 Anti-stripping additive meeting the requirements of Paragraph 2.1.3.

1.2.2 Handling, Placing, and Compacting Procedures: Submit proposed procedures defining methods for each of the following functions:

1.2.2.1 Handling: Methods used during handling, placing, and spreading to ensure requirements of Paragraphs 1.3.1 and 3.3.1 are met.

1.2.2.2 Placement: Methods used during placing and spreading to ensure requirements of Paragraph 3.3.1 are met. Include type and size of equipment used.

1.2.2.3 Compaction: Methods used for compaction. Include type and size of equipment used.

1.2.3 Log for Diffusion Barrier Placement: Submit log delineating approximate placed location and limits of each load including lift thickness. Traceability shall be tied to each batched or trucked unit of mix as delivered to Site and noted on log.

1.3 DELIVERY, STORAGE, AND HANDLING

1.3.1 Diffusion Barrier Aggregate

1.3.1.1 Construct stockpiles in accordance with WSDOT M41-10, Section 3-02.2(6).

1.3.1.2 Remove aggregate from stockpiles in accordance with WSDOT M41-10, Section 3-02.2(7).

1.3.1.3 Mix and age aggregate, 48 hours minimum, in stockpile after treatment with anti-stripping additive in accordance with Article 2.2. Treated aggregate mixtures stored over 30 days after treatment will be examined by KEH for retreatment before use in diffusion barrier mix.

1.3.1.4 Handling equipment shall meet the requirements of Paragraph 3.3.1.

9 0 1 0 9 4 1 0 9 9

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 Aggregate: Composed of crushed stone or gravel aggregates classified in ASTM C 294 as either igneous or metamorphic rocks, and meeting following requirements.

2.1.1.1 Aggregate production: In accordance with WSDOT M41-10, Section 3-01.

2.1.1.2 Grading in accordance with ASTM C 136.

a. Amounts finer than each laboratory sieve (square-openings), weight percent.

<u>Nominal Square Opening Sieve Size</u>	<u>Aggregate Percent</u>	<u>Blended Percent</u>
5/8 in.	100	100
1/2 in.	92 to 100	92 to 100
3/8 in.	85 to 95	85 to 95
No. 4	65 to 75	65 to 75
No. 16	35 to 41	36 to 42
No. 30	25 to 31	27 to 33
No. 50	14 to 20	16 to 22
No. 200	3.5 to 7.5	6.0 to 10.5

b. Deleterious materials: Particles of specific gravity less than 1.95, maximum 1 percent by weight.

c. Limits for fractured faces by percent weight: Minimum of 2 fractured faces on 85 percent and at least 1 fractured face on 90 percent of material retained on No. 10 and above sieves, as determined by WSDOT M41-01 Test Method No. 103.

2.1.2 Asphalt: Meeting the requirements of ASTM D 3381, Grade AR-6000.

2.1.3 Anti-Stripping Additive

2.1.3.1 Diffusion barrier aggregate shall be treated with anti-stripping additive in accordance with Article 2.2. Requirement for use shall be determined by KEH based on temperature and pH modified ASTM D 1664 for each aggregate source.

2.1.3.2 Meet the requirements of ASTM D 242 for physical requirements, sampling, and testing.

2.1.3.3 Hydrated lime meeting chemical composition of ASTM C 207, Type N or S, or ASTM C 977 with a minimum 90% passing the 200 sieve.

2.1.4 Cement: ASTM C 150, Ash Grove Type I or II.

9 1 1 9 0 1 4 1 0 6 0

2.2 MIXES

2.2.1 Proportions

2.2.1.1 Size, grade, and quantity of materials, when proportioned and mixed shall produce mixture meeting following requirements.

a. Asphalt: 7.5 percent, plus or minus 0.5 percent by weight of total asphalt mixture. Determination of asphalt content will be in accordance with WSDOT M41-01 Test Method 711.

b. Anti-stripping additive: 3 percent, plus or minus 0.25 percent by weight of total dry aggregate mixture. Aggregate coating after mixing and aging in stockpile and before mixing with asphalt shall be adequate to meet the requirements of subparagraph 2.2.2.4.

2.2.2 Mixing

2.2.2.1 Asphalt mixing plants: Meet the requirements of WSDOT M41-10, Section 5-04.3(1). Collect and reintroduce lime driven from aggregate during drying and heating in batch plant into product at mixing unit.

2.2.2.2 Remove aggregates from stockpiles to ensure minimum segregation when being moved to plant for processing into final mixture. Treat aggregates with anti-stripping additive in accordance with subparagraph 2.2.2.4 and store in accordance with subparagraph 1.3.1.3 before introduction to mixing process.

2.2.2.3 Heat aggregates to minimum of 250°F and maximum of 350°F.

2.2.2.4 Anti-stripping additive: Lime treatment to meet 95 percent minimum coverage determined by visual examination. Mix water and aggregate thoroughly in pugmill or other approved mechanical mixer with lime specified in subparagraph 2.2.1.1b and 5 percent water, plus or minus 0.5 percent. Use aggregate weight to determine water content.

2.2.2.5 Quantity of asphalt material shall not be reduced by quantity of anti-stripping additive.

2.2.2.6 Heat AR6000 asphalt to minimum 275°F and maximum 375°F. Avoid local overheating and provide continuous supply of material to mixer.

2.2.2.7 Asphalt wet mixing time: Sufficient to produce 95 percent coated particles determined by WSDOT M41-01, Test Method 714.

2.2.2.8 Mix temperature: Not exceed 340°F at batch plant.

2.2.2.9 Mix temperature: Not less than 260°F immediately before placement.

2.2.2.10 Asphalt from each specific source or supplier shall not be blended or mixed with other asphalt sources or suppliers.

90139341051

PART 3 - EXECUTION

3.1 EXAMINATION

3.1.1 Placement(s) of Diffusion Barrier: Check interface surfaces for cleanliness.

3.2 PREPARATION

3.2.1 Subgrade: Prepare subgrade in accordance with Section 02200, Paragraph 3.2.7, within 3 weeks before placing diffusion barrier.

3.3 INSTALLATION

3.3.1 Diffusion Barrier

3.3.1.1 Before placement demonstrate to KEH, by trial placement at site, procedure proposed for placing and compacting diffusion barrier. Prepare "Soil Compaction Procedure" Form KEH-382, sample appended, in accordance with printed instructions, for following types. Forms will be furnished by KEH.

a. Machine placed using self propelled automated asphalt paving machine.

b. Hand placed using vibratory plate compactors, hand tampers, walk behind rollers, etc.

3.3.1.2 Keep surrounding area free of dust by watering during placing operation.

3.3.1.3 Equipment used to mix, or place diffusion barrier shall be pre-heated before use to minimum temperature required to achieve specified mix, delivery, or placement temperatures.

3.3.1.4 Clean dirt or gravel from equipment used for hauling, placing, spreading, and compacting before handling diffusion barrier material.

3.3.1.5 Conveyors or other equipment used for placement or spreading shall not segregate or damage material.

3.3.1.7 Compaction shall be only by dual drive, double drum vibratory roller except where hand or small compaction equipment is required for placement or compaction.

3.3.1.8 Compaction rolling shall be completed before cooling of in place mix to average lift mix temperature of 190°F.

3.3.1.9 Place diffusion barrier in layers not to exceed nominal 7 inches loose measurement unless approval of KEH is obtained. Compact areas inaccessible to large hauling equipment by small vibratory mechanical compactors. Roll or compact until acceptable consolidation is achieved. KEH will determine type and number of passes required for particular compacting equipment used based on trial placement in subparagraph 3.3.1.1.

a. It is anticipated that desired compaction can be obtained for design mix with 4 to 6 passes of double drum, vibratory steel roller weighing at least 8 to 10 tons.

b. Acceptable level of compaction shall be minimum 96 percent of maximum density determined by WSDOT M46-01 Test Method 705.

c. Joints in diffusion barrier layers placed under the basin structure shall be offset a minimum of 6 inches from the layer immediately below.

d. Raise backfill progressively around the diffusion break placement. Maximum depth of diffusion barrier shall be 12 inches without backfilling.

3.3.1.10 Mixture load temperature at time of placement shall not vary more than 20°F from delivery temperature at vault site, except in those areas using hand placement methods the minimum temperature referenced in subparagraph 2.2.2.9 shall control.

3.3.1.11 Weather limitations for placing shall be in accordance with WSDOT M41-10, Section 5-04.3(16) except surface course shall be same as subsurface course for thickness more than 0.35 foot.

3.3.1.12 Hauling equipment shall meet the requirements of WSDOT M41-10, Section 5-04.3(2) with following additional requirements.

a. Hauling equipment shall be designed or equipped so that heat loss during transport of mix is less than 50°F from mixing temperature to delivery temperature at the job site.

b. Hauling equipment shall not be allowed to be driven on diffusion barrier unless thoroughly cleaned.

c. Asphalt mix shall be covered during transportation.

3.3.2 Construction Requirements

3.3.2.1 Diffusion barrier placed in large areas shall be placed using asphalt paver.

a. Asphalt pavers shall be self-contained, power propelled units, provided with activated screed or strike-off assembly, heated and capable of spreading and finishing courses of mix material in widths applicable to section and thickness shown on the Drawings.

b. Screed and strike-off assembly shall effectively produce finished surface without tearing, shoving, or gouging mixture.

c. Bolt-on extensions over 1 foot in length on either side of paver shall have same equipment as rest of paver. Hydraulic extenders without screeds, augers, and vibration shall not be used except in irregular shaped and minor areas.

9 3 1 0 0 7 4 0 0 3

3.3.2.2 Hand placement or other approved methods of placing diffusion barrier shall be in manner to minimize segregation of material and raveling of surface. Segregated rocks on surface shall be collected and discarded from surface.

3.3.2.3 Apply a thin layer of cement (minimum 1/32 inch thick) on the final horizontal surface of diffusion barrier placement, within 3 days after it has been compacted to elevations at bottom of the concrete basin, shown on Drawings.

3.4 FIELD QUALITY CONTROL

3.4.1 Verify placement and compaction of diffusion barrier as specified in Paragraph 3.3.2 and subparagraph 3.3.1.1.

3.4.2 Sampling and testing of aggregate and diffusion barrier will be performed by KEH. Rolling and compaction requirements will be controlled based on subparagraph 3.3.1.9. Patching or repair materials shall be supplied by Contractor.

3.4.2.1 Acceptance testing for gradation, prior to anti-stripping treatment, shall be performed as follows:

a. For startup testing, basis of acceptance sampling shall be based on WSDOT M41-01, Section 9-5.4 with no tolerance bands outside the specified limits.

b. After startup testing is approved, and it has been demonstrated by the Contractor that material meets the specified gradation, further assurance testing shall be based on a running average of 5 consecutive tests.

c. The above acceptance testing shall remain valid for a continuous operation of gradation. If the continuous operation of gradation is interrupted for 60 consecutive days or more, the testing sequence shall be repeated for additional gradation as shown in Paragraphs a and b.

3.4.2.2 Acceptance testing for diffusion barrier shall be performed as follows:

a. Basis of acceptance sampling criteria shall be WSDOT M41-01, Section 9-5.4 with no tolerance bands outside the specified limit for blended material.

b. Assurance testing shall be based on a running average of 5 consecutive tests.

3.4.3 KEH will examine equipment referenced in subparagraph 3.3.1.4 for cleanliness.

3.4.4 Samples

3.4.4.1 KEH will observe stockpiled material before each day or partial days production of diffusion barrier material to verify lime coverage is in accordance with subparagraph 2.2.2.4.

3.4.4.2 KEH will collect a minimum of one acceptance test per 1000 ton for gradation.

3.4.4.3 KEH will collect a minimum of one acceptance test per day or 1000 ton or portion thereof in accordance with WSDOT M41-01, Section 9-5.7 for diffusion barrier.

9 1 1 1 9 7 4 7 0 8 5

SOIL COMPACTION PROCEDURE

A	Project Number		Project Title			Date		
	Contract Number		Procedure Number		Location of Demonstration			
	REQUIREMENTS				EQUIPMENT DEMONSTRATED			
	Applicable Spec./Dwg.				Type			
	Compaction Required %				Manufacturer			
Maximum Lift Size				Model				
B	LABORATORY SOIL TEST RESULTS							
	<input type="checkbox"/> Non-granular Materials (WSDOT Test Method No. 609) Maximum Density _____ Moisture % _____		<input type="checkbox"/> Granular Materials (WSDOT Test Method No. 606-A) <input type="checkbox"/> Density Chart Attached			<input type="checkbox"/> In-Situ Density _____		
	COMPACTION DEMONSTRATION TEST RESULTS							
Formula for Percent Compaction: $\frac{\text{dry density}}{\text{max density}} \times 100 = \text{Percent Compaction}$								
C	No. of Passes	Depth of Lift	Percent Moisture	Lbs/ft ³ Dry	Maximum Density	Percent Compaction	Accept	Reject
Observations or Comments <div style="text-align: center; font-size: 4em; opacity: 0.5; transform: rotate(-15deg); font-family: sans-serif; font-weight: bold;">SAMPLE</div>								
TEST METHOD USED FOR DEMONSTRATION <input type="checkbox"/> Nuclear Gage (ASTM D2922 & D3017) <input type="checkbox"/> Other _____								
D	Contractor Representative					Date		
	Engineer/Constructor Inspector					Date		

9 3 1 0 9 3 4 0 0 6

KEH-0382.00 (03/89)

INSTRUCTIONS

This Soil Compaction Procedure form, when approved by the Engineer/Constructor Inspector, documents witnessing and verifying the compaction procedure.

Section A is the responsibility of the Construction Contractor. It is to be completed at the time of backfill compaction demonstration and presented to the Engineer/Constructor Inspector.

Section B is completed by the Engineer/Constructor Inspector. Data entered is obtained from the agency or individual that performed testing.

Section C is completed by the Engineer/Constructor Inspector as the demonstration is performed. Using the applicable formula, the percent compaction achieved is determined and entered. Acceptance is based on the results as compared with the compaction percent required in Section A.

Section D is signed and dated by the Construction Contractor Representative acknowledging responsibility for this procedure and compliance thereto for applicable backfill operations. Section D is signed and dated by the Engineer/Constructor Inspector to signify witnessing and verification.

KEH-0382.00R (03/89)

END OF SECTION

9 1 0 9 3 4 0 0 5 7

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 American Society for Testing and Materials (ASTM)

D653-90a Terminology Relating to Soil,
Rock, and Contained Fluids

1.1.1.2 Washington Administrative Code (WAC)

Title 296, Labor and Industries

Chapter 296-155, Safety Standards for Construction Work

Part N Excavation, Trenching, and
Shoring

1.1.1.3 Washington State Department of Transportation (WSDOT)

M41-10-91 Road, Bridge, and Municipal
Construction

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures.

1.2.1 Method to Prevent Damage During Excavation: Submit procedure proposed to prevent undercutting existing access road or interrupting service to existing facilities.

1.2.2 Shoring Design: Submit shoring design including calculations to ensure requirements of Paragraph 3.3.1.

1.3 FURNISHED MATERIAL: Backfill. See Section 01019.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 General: Obtain soils from excavation or other designated locations. Obtain onsite approval for soils.

2.1.2 Terms: Standard terminology relating to soil and rock shall be defined in accordance with ASTM D653.

9 3 1 4 3 4 0 5 8

2.1.3 Fill or Backfill

2.1.3.1 Structural: Well graded soil mixtures which may contain gravels up to 3 inches in greatest dimension if uniformly distributed and not constituting more than 20 percent of volume of each lift.

2.1.3.2 Common Structural: Well graded soil mixtures which may contain cobbles up to 8 inches in greatest dimension if uniformly distributed and not constituting more than 20 percent of volume of each lift.

2.1.3.3 Common: Well graded soil mixtures containing gravel and cobbles up to 8 inches in greatest dimension if uniformly distributed and not constituting more than 40 percent of volume of each lift.

2.1.4 Road Surfacing: Crushed gravel, meeting the requirements of WSDOT M41-10, Section 9-03.9(3), Base Course Classification.

2.1.5 Gravel Stabilization: Crushed gravel. Same as Paragraph 2.1.4.

2.1.6 Soil Sterilant: Soil residual herbicide registered by the Washington State Department of Agriculture.

PART 3 - EXECUTION

3.1 PREPARATION

3.1.1 Clearing and Grubbing: Clear debris and organic materials from areas to be excavated, filled, or to be used for stockpile, and dispose of at site designated in Section 01500, Paragraph 1.3.3.

3.2 EXCAVATION

3.2.1 Before performing excavation, obtain excavation permit. Excavation permits will be furnished as set forth in Section 01065.

3.2.2 Slope sides of excavations or trenches more than 4 feet deep in accordance with WAC Chapter 296-155, Part N, Table N-1.

3.2.3 Locate and expose underground utilities by hand tools. Use of heavy equipment and machinery is subject to approval of KEH.

3.2.4 Cut and remove bore hole casings, if encountered, after obtaining concurrence from KEH.

3.2.5 Store excavated material at stockpile areas shown on the Drawings. Water stockpile to ensure dust control during excavation, stock piling of excavated material, construction of access road, and until the project is completed.

3.2.6 Wherever slopes of excavations will intersect existing underground lines or structures such as underground piping, electrical ducts or direct buried electrical lines, install shoring or other means of support to prevent overstressing existing structure or underground lines or to prevent interrupting service to existing buildings.

9
6
1
0
0
4
1
0
9

3.2.7 Subgrade

3.2.7.1 Make excavations to depth shown on the Drawings. Make bottom of excavation, level, true, and free of loose material. Moisten subgrade soil as required and compact to 95 percent of maximum density before placing diffusion barrier.

3.2.7.2 If over-excavation occurs, correct by placement of structural backfill, compacted in accordance with subparagraph 3.3.2.2a.

3.3 INSTALLATION

3.3.1 Shoring: Design and install shoring where shown on Drawings in accordance with WAC Chapter 296-155, Part N. Design calculations shall be prepared and stamped by a registered Professional Engineer. Soil properties for shoring design are as follows:

Classification:	Loose to medium dense, silty fine sand
Density:	116 pcf
Active Earth Pressure Coefficient:	0.23 (k_a)

3.3.2 Fill and Backfill

3.3.2.1 General

a. Backfill Permit: Do not start fill or backfill without approved permit as set forth in Section 01065.

b. Use only select materials for fill or backfill. Materials from KEH stockpile or other source used for backfilling shall be free of the following:

- 1) Hard lumps or cobbles (larger than 3 inches for structural and larger than 8 inches for common or common structural fill or backfill).
- 2) Frozen particles defined as solidly frozen lumps or pieces larger than three inches that cannot be broken down and dispersed randomly throughout unfrozen backfill.
- 3) Organic matter and trash.

Occasional inclusion of one or more of the above mentioned items will be acceptable, provided the compaction of backfill meets the requirements of control tests in accordance with WSDOT (subparagraphs 3.3.2.2.b, and 3.3.2.2.c of this section).

c. Do not place fill or backfill on frozen ground. A light frost cover during backfill operations, nominally greater than 1/2 inch shall be broken up and dispersed throughout backfill. Deeper frost layers,

9319941060

if encountered during backfilling, shall be removed and replaced with unfrosted/unfrozen material on as-required basis.

d. Filling or backfilling by sluicing or flooding with water will not be permitted.

3.3.2.2 Structural

a. Before compaction or placement of backfill, demonstrate to KEH by physical test at site, that procedure proposed for installation and compaction of soils will provide degree of compaction specified. Prepare "Soil Compaction Procedure" Form KEH-0382, sample appended, in accordance with printed instructions. Forms will be furnished by KEH.

Structural fill/backfill shall be used for the following areas:

- 1) Under diffusion barrier if over excavated.
- 2) Within 1 foot around the perimeter of diffusion barrier.

Common structural fill/backfill shall be used on all other areas around diffusion barrier placement and for access roads.

b. Place backfill in accordance with WSDOT M41-10, Section 2-03.3(14)C and approved procedure as follows.

- 1) Use Method C under and around diffusion barrier placement areas as shown on Drawings.
- 2) Use Method B under access roads.

c. Compaction control tests will be in accordance with WSDOT M41-10, Section 2-03.3(14)D.

3.3.2.3 Common

a. Place fill or backfill in layers not more than 12 inches thick, loose measurement for berms.

b. Compact each layer, full width, by at least one pass of vibratory or rammer type compactor, pneumatic-tired roller, loaded scraper wheel, grader wheel or power roller.

3.3.3 Place road surfacing on construction and office access roads as shown on the Drawings. Compact road surfacing in accordance with WSDOT M41-10, Section 4-04.3(5).

19001A0006

3.3.4 Finish Grading and Stabilization

3.3.4.1 Rake area (along access road and berms, east of coordinate W44000 and office access road shown on Drawings) disturbed by work, remove surface stones larger than 6 inches and dispose of excess material and debris at area designated by KEH. Broken asphalt shall be disposed per Section 01500, Paragraph 1.3.3.

3.3.4.2 Stabilize berms as shown on the Drawings. Use soil sterilant before placing crushed gravel. Apply soil sterilant in accordance with manufacturer's instructions and application rates.

3.3.4.3 Compact and finish grade the temporary ramp road in accordance with subparagraph 3.3.2.3 (b). The top 8 inches of the ramp road shall be common fill obtained from previously excavated material and as designated by KEH.

3.4 FIELD QUALITY CONTROL

3.4.1 Soil Compaction Tests: Sampling and testing of compacted fill, road surfacing and backfill will be performed by KEH.

SOIL COMPACTION PROCEDURE

Project Number	Project Title	Date
Contract Number	Procedure Number	Location of Demonstration
REQUIREMENTS		EQUIPMENT DEMONSTRATED
Applicable Spec./Dwg.		Type
Compaction Required %		Manufacturer
Maximum Lift Size		Model
LABORATORY SOIL TEST RESULTS		
<input type="checkbox"/> Non-granular Materials (WSDOT Test Method No. 609) Maximum Density _____ Moisture % _____		
<input type="checkbox"/> Granular Materials (WSDOT Test Method No. 606-A) <input type="checkbox"/> Density Chart Attached		
<input type="checkbox"/> In-Situ Density _____		
COMPACTION DEMONSTRATION TEST RESULTS		
Formula for Percent Compaction: $\frac{\text{dry density}}{\text{max density}} \times 100 = \text{Percent Compaction}$		
No. of Passes	Depth of Lift	Percent Moisture
Lbs/ft³ Dry	Maximum Density	Percent Compaction
Accept	Reject	
Observations or Comments		
SAMPLE		
TEST METHOD USED FOR DEMONSTRATION <input type="checkbox"/> Nuclear Gage (ASTM D2922 & D3017) <input type="checkbox"/> Other _____		
Contractor Representative		Date
Engineer/Constructor Inspector		Date

9 3 1 1 9 7 4 1 0 6 3

INSTRUCTIONS

This Soil Compaction Procedure form, when approved by the Engineer/Constructor Inspector, documents witnessing and verifying the compaction procedure.

Section A is the responsibility of the Construction Contractor. It is to be completed at the time of backfill compaction demonstration and presented to the Engineer/Constructor Inspector.

Section B is completed by the Engineer/Constructor Inspector. Data entered is obtained from the agency or individual that performed testing.

Section C is completed by the Engineer/Constructor Inspector as the demonstration is performed. Using the applicable formula, the percent compaction achieved is determined and entered. Acceptance is based on the results as compared with the compaction percent required in Section A.

Section D is signed and dated by the Construction Contractor Representative acknowledging responsibility for this procedure and compliance thereto for applicable backfill operations. Section D is signed and dated by the Engineer/Constructor Inspector to signify witnessing and verification.

KEH-0382.00R (03/89)

END OF SECTION

9 1 1 0 9 3 4 0 0 6 4

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 02850

SITE APPURTENANCES

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 American Wood-Preservers Association (AWPA)

C1-88	All Timber Products-- Preservative Treatment by Pressure Processes
C2-89	Lumber, Timbers, Bridge Ties and Mine Ties--Preservative Treatment by Pressure Processes
P5-89	Water-Borne Preservatives
P8-89	Oil-Borne Preservatives

1.1.1.2 Painting and Decorating Contractors of America (PDCA)

1984 Architectural Specification Manual

1.1.1.3 West Coast Lumber Inspection Bureau (WCLIB)

16-1970 (R 1984) Grading Rules for West
Coast Lumber

1.2 PAINT STORAGE AND PROTECTION

1.2.1 Store and mix materials at minimum ambient temperature of 45°F in well ventilated and heated area or areas in accordance with manufacturer's recommendations.

1.2.2 Take precautions to prevent fire hazards and spontaneous combustion. Place cotton waste, cloths, and hazardous materials in containers and remove from site daily.

1.3 SUBMITTALS: Refer to Section 01300 for submittal procedures.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 Fill or Backfill: Meet the requirements of Section 02200, Paragraph 2.1.1.

0
1
2
3
4
5
6
7
8
9

2.1.2 Guardrail and Posts, and Marker Posts: Douglas fir, light framing construction grade in accordance with WCLIB 16.

2.1.2.1 Guardrail: Minimum 2 inch by 4 inch nominal.

2.1.2.2 Posts: Minimum 4 inch by 4 inch nominal, treated in accordance with AWPAC1, C2, P5 or P8 to at least 4 inches above line of embedment.

2.1.3 Painting Materials

2.1.3.1 Furnish materials identified in PDCA Architectural Specification Manual, Chapters 5, and 7 for systems scheduled in Article 3.4.

2.1.3.2 Furnish ready-mixed materials.

PART 3 - EXECUTION

3.1 INSTALLATION

3.1.1 Install guardrail posts by drilling or digging only. Install vertically at locations, spaced, and to depths shown on the Drawings.

3.1.1.1 Backfill voids around posts and thoroughly tamp.

3.1.2 Attach guardrails to posts with nails or bolts and space rails as shown on the Drawings.

3.2 PREPARATION OF PAINTED SURFACES

3.2.1 Prepare surfaces in accordance with recommendations for finish material manufacturer and PDCA Architectural Specification Manual, Chapter 3, for finish system specified.

3.3 APPLICATION OF PAINT

3.3.1 Perform work in accordance with manufacturer's directions, PDCA Architectural Specification Manual, and this Section.

3.3.2 Environmental Requirements

3.3.2.1 Temperature: Unless otherwise recommended by paint manufacturer, apply coatings when ambient and surface temperatures are between 45 and 95°F except water-thinned paints and other special coatings. Apply water-thinned paints when ambient and surface temperature is between 50 and 90°F.

3.3.2.2 Weather

a. Do no exterior work on unprotected surfaces if it is raining or moisture from other source is present or expected before applied finishes can dry or attain proper cure without damage.

b. Allow surfaces to dry and attain required temperatures and conditions specified before proceeding with work or continuation of previously started work.

9 1 1 9 3 3 A 1 0 6 6

c. Do not apply finish in areas where dust is being generated.

3.3.2.3 Humidity: Follow manufacturer's directions for extremes.

3.4 SCHEDULES

3.4.1 Color: Unless otherwise noted, color shall be safety yellow.

3.4.2 Paint and Finish, Exterior

3.4.2.1 Woodwork: Guardrail and posts

Ext 1-A, Custom Grade, gloss

END OF SECTION

9 3 1 0 2 4 0 0 6 7

**THIS PAGE INTENTIONALLY
LEFT BLANK**

Cont. File

KAISER ENGINEERS HANFORD COMPANY
P. O. Box 888
Richland, Washington 99352

INVITATION NO. KEH-5321
DATE OF ISSUE; March 11, 1992
REVISED DATE OF OPENING: INDEFINITE

April 3, 1992

ADDENDUM NO. 3

**EXCAVATION-GROUT VAULTS 106 THROUGH 109, 600-AREA,
HANFORD SITE, RICHLAND, WASHINGTON**

Invitation No. KEH-5321 (W-125) dated March 11, 1992, for subject work is hereby modified as follows:

BID INVITATION, PAGE 1

In the second line of Paragraph 4, the bid opening date of April 9, 1992, is changed to Indefinite.

Receipt of this addendum shall be acknowledged on the Bid Form in the space provided therefor. All other conditions and requirements of the Invitation for Bids, Specifications and Drawings will remain unchanged.

Failure to acknowledge receipt of all addenda may be cause for rejection of your bid.

The revised bid opening date is INDEFINITE.

KAISER ENGINEERS HANFORD COMPANY



W. G. Sealock
Contract Administrator

WGS:mj

9 3 1 1 9 9 4 1 0 6 8

**THIS PAGE INTENTIONALLY
LEFT BLANK**

Cont. File

KAISER ENGINEERS HANFORD COMPANY
P. O. Box 888
Richland, Washington 99352

INVITATION NO. KEH-5321
DATE OF ISSUE; March 11, 1992
REVISED DATE OF OPENING: INDEFINITE

April 1, 1992

ADDENDUM NO. 2

**EXCAVATION-GROUT VAULTS 106 THROUGH 109, 600-AREA,
HANFORD SITE, RICHLAND, WASHINGTON**

Invitation No. KEH-5321 (W-125) dated March 11, 1992, for subject work is hereby modified as follows:

BID INVITATION, PAGE 1

In the second line of Paragraph 4, the bid opening date of April 9, 1992, is changed to Indefinite.

Receipt of this addendum shall be acknowledged on the Bid Form in the space provided therefor. All other conditions and requirements of the Invitation for Bids, Specifications and Drawings will remain unchanged.

Failure to acknowledge receipt of all addenda may be cause for rejection of your bid.

Bids will be received until 2:00 p.m., April 9, 1992, and then opened as previously announced.

KAISER ENGINEERS HANFORD COMPANY



For W. G. Sealock
Contract Administrator

WGS:mj

9 8 1 1 9 9 4 1 0 6 9

**THIS PAGE INTENTIONALLY
LEFT BLANK**

cont. file

KAISER ENGINEERS HANFORD COMPANY
P. O. Box 888
Richland, Washington 99352

INVITATION NO. KEH-5321 (W-125)
DATE OF ISSUE; March 11, 1992
REVISED DATE OF OPENING: April 9, 1992

March 24, 1992

ADDENDUM NO. 1

**EXCAVATION-GROUT VAULTS 106 THROUGH 109, 600-AREA,
HANFORD SITE, RICHLAND, WASHINGTON**

Invitation No. KEH-5321 (W-125) dated March 11, 1992, for subject work is hereby modified as follows:

BID INVITATION, PAGE 1

In the second line of Paragraph 4, the bid opening date of April 2, 1992, is changed to April 9, 1992.

Receipt of this addendum shall be acknowledged on the Bid Form in the space provided therefor. All other conditions and requirements of the Invitation for Bids, Specifications and Drawings will remain unchanged.

Failure to acknowledge receipt of all addenda may be cause for rejection of your bid.

Bids will be received until 2:00 p.m., April 9, 1992, and then opened as previously announced.

KAISER ENGINEERS HANFORD COMPANY



W. G. Sealock
Contract Administrator

WGS:mj

9 0 1 9 9 4 1 0 7 0

**THIS PAGE INTENTIONALLY
LEFT BLANK**

9 3 1 4 9 3 4 0 0 7 1

**BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS**

**BID INVITATION KEH-5321 (W-125)
EXCAVATION - GROUT VAULTS 106 THROUGH 109
HANFORD SITE, RICHLAND, WASHINGTON**

**KAISER ENGINEERS HANFORD COMPANY
RICHLAND, WASHINGTON
MARCH 9, 1992**

**THIS PAGE INTENTIONALLY
LEFT BLANK**

KAISER ENGINEERS HANFORD COMPANY

INVITATION FOR BID

NOTICE: THIS INVITATION IS SET ASIDE FOR SMALL BUSINESS CONCERNS. ONLY SUCH CONCERNS WILL BE CONSIDERED. SEE PARAGRAPH 25.

Invitation No.: KEH-5321 (W-125)

Date Issued: March 9, 1992

NAME AND LOCATION OF PROJECT: EXCAVATION - GROUT VAULTS 106 THROUGH 109, HANFORD SITE, RICHLAND, WASHINGTON

1. INVITATION: Bids will be received by Kaiser Engineers Hanford Company, (hereinafter called "KEH") in accordance with the attachments hereto, for performing the Work as set out therein.
2. BID FORM, CONTRACT DOCUMENTS: Bids shall be submitted only on the attached Bid form, and shall be presented or mailed by the party executing it (hereinafter referred to as the "Bidder"). Attached to the Bid form are the Agreement, all documents referenced therein, the form of Bid Bond, Indemnity Agreement, and Site Stabilization Agreement. The documents that are attached to the Bid and the drawings listed in the Schedule of Drawings, together with any addenda, other bonds, or modifications, supplements, or amendments constitute the "Contract Documents" applicable to the proposed Work.
3. PRESENTATION: Bids must be sealed and presented or mailed with the cover conspicuously marked as follows:

"Sealed Bid - Invitation No. KEH-5321 (W-125)

Kaiser Engineers Hanford Company
P. O. Box 888
Richland, Washington 99352
ATTN: Contract Placement Department"

Failure to do so may result in a premature opening of, or a failure to open, such bid.

4. DUE DATE: Bids will be received by KEH at above address until 2 p.m. local time on April 2, 1992, and opened publicly.
5. WITHDRAWAL: The Bid may be withdrawn by Bidder at any time prior to the time set for receipt of bids without prejudicing Bidder's right to file another bid, provided such other bid complies with this Invitation for Bid. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for receipt of bids.

9 3 1 9 9 3 4 1 0 7 3

6. REFERRALS: Bids may only be submitted by Addressee of this Invitation for Bid unless prior written permission to refer Bid and attachments to another firm is obtained from KEH.
7. REJECTION: Bids must be in exact accord with this Invitation for Bid. Accordingly, bids must conform to the essential terms of the Invitation for Bid and the Bid form. Bids that have been altered, modified, amended from the prescribed form, or are incomplete or conditional, or otherwise contain exceptions will be rejected. Bids are to be submitted by Bidder and will only be considered by KEH upon the express understanding that KEH reserves the right to (1) reject any or all bids, (2) waive irregularities therein, and (3) accept in KEH's absolute discretion any particular bid submitted by any Bidder, even though the price or completion date, or both, specified therein may not be as favorable as some other bid.
8. RESPONSIBILITY:
 - A. KEH will require evidence that the apparent successful bidder is responsible to transact business as a condition precedent to an award of the Work hereunder. The apparent successful bidder must:
 - (1) Have adequate financial resources to perform the Contract or the ability to obtain them;
 - (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - (3) Have a satisfactory performance and safety record;
 - (4) Have a satisfactory record of integrity and business ethics;
 - (5) Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, and quality assurance measures applicable to materials to be produced or services to be performed by the prospective Bidder and Bidder's subcontractors);
 - (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The apparent successful bidder will be required to submit a statement of facts under oath. Such statement must demonstrate to KEH's satisfaction that Bidder meets those standards KEH is otherwise unable to determine as acceptable. KEH will notify the apparent successful bidder which standards must be covered by the statement.

- 9 6 1 0 9 : 4 0 9 7 4
- B. Bidder is advised now that the apparent successful bidder must submit a statement of facts that contains data about Bidder's safety performance. (In order to save time should Bidder be the apparent successful bidder, it may want to start gathering information relative to its safety record now.) This statement must include:

The Bidder's State Worker's Compensation Risk Classification, with the latest available corresponding merit ratings. These data will be evaluated and the Bidder will be found responsible for award of contract only if its average merit rating in the construction risk classifications is 105% or less. The foregoing data shall be submitted within seven (7) calendar days after oral notification from KEH that Bidder is the apparent successful bidder. If these data are not timely submitted or show the apparent successful bidder's average merit rating to be greater than 105%, the apparent successful bidder will be found nonresponsible and will not be awarded the contract.

Bidder's past work methods will also be assessed by a KEH review board for adherence to sound safety practices. Based on that assessment, a determination will be made whether the apparent successful bidder is found to be responsible for award of contract.

(Please note: All key contractor supervision of all contractors must have attended a safety qualification training session provided by KEH (either basic or annual refresher) within twelve months prior to the start of on-site work. No on-site work will be allowed without this training.)

9. SITE VISITATION: Bidder must visit the site of the Work and take such other steps as may be reasonably necessary to ascertain fully all pertinent conditions which may in any manner bear upon the performance of the Work and the price to be proposed for the performance thereof. Such conditions would include, but not be limited to, the location, accessibility and general character of the site, character and extent of existing work within or adjacent thereto, and other work being performed therein. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the Work. KEH assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of a contract unless included in this Invitation for Bid, the Drawings, or the Specifications.
- (a) One site inspection will be scheduled and conducted for each Invitation for Bid. KEH may schedule a makeup session if it deems it necessary.
- (b) The prospective Bidder must provide KEH with the name (first name, middle initial, last name) and social security number

(SSN) of the individuals who will actually attend the site visit. (Do not provide two or three names unless all of the individuals named will attend the site visit.)

- (c) Site visit attendees' names may be provided by telephoning (509)376-6851 or by mailing the site visitation card provided with the Invitation for Bid. The site visitation card must be mailed in sufficient time to reach KEH a minimum of one (1) day prior to the site visit date.
- (d) Site visit attendees must have in their possession some form of identification that contains a current photograph (driver's license, etc.).
- (e) Names and SSN of individuals must be provided a minimum of twenty-four (24) hours prior to the scheduled site visit. If scheduled individuals are unable to attend the site visit, please advise KEH of the cancellation as soon as possible.

NOTE: Prospective Bidders interested in attending a site inspection of work within the 100, 200, 300 and 400 Protected Areas shall provide name(s) and social security number(s) of personnel that will be attending, a minimum of seven (7) days prior to the scheduled site visit.

- (f) Each Bidder and Bidder's subcontractor employee who requires authorization to have access to the worksite must be a citizen of the United States.
- (g) A site inspection tour of Work is scheduled for March 17, 1992, at 1:00 p.m. Participants in the Site inspection tour must report to:

Building 1301
801 First Street
Richland, Washington 99352

10. BID GUARANTEE: Bid guarantee in a penal sum of not less than twenty percent (20%) of the bid price will be required with each bid if the bid price is in excess of \$2,000.

- (a) When a bid guarantee is required, failure to submit a bid guarantee in proper form and amount, by the time set for receipt of bids shall be cause for rejection. The Bidder, at its option, may furnish a bid bond, postal money order, irrevocable letter of credit, certified check, cashier's check, or may deposit, in accordance with Treasury Department regulations, certain bonds or notes of the United States as security in the amount required.

9 1 1 0 9 2 4 1 0 7 5

- 9 3 1 0 9 7 4 1 0 7 6
- (b) If a bid bond is used for bid guarantee, it must be submitted on the form of Bid Bond.
 - (c) Bid guarantees other than bid bonds, will be returned to (1) unsuccessful Bidders as soon as practicable after the opening of bids and (2) the successful Bidder upon execution of such further contractual documents and bonds(including any necessary coinsurance or reinsurance agreements) as may be required by the accepted bid.
 - (d) If the successful Bidder fails to execute such further contractual documents and give such bond(s) (including necessary coinsurance or reinsurance agreements) required by the terms of the bid as accepted within the time specified after receipt of the forms by the Bidder, its contract may be terminated for default. In such event, the Bidder shall be liable for any cost of procuring the Work which exceeds the amount of its bid, and the bid guarantee shall be available toward offsetting such difference.

- 11. INDEMNITY AGREEMENT: Bidder understands and agrees that an indemnity agreement materially and substantially similar to the Indemnity Agreement attached to the Bid form must be executed as a part of the Contract.
- 12. CERTIFICATION REGARDING LOBBYING: Bidder understands and agrees that a Certification Regarding Lobbying as attached to the Agreement must be executed as a part of the Contract.
- 13. SITE STABILIZATION AGREEMENT: Materials relating to a Site Stabilization Agreement for all construction work for the DOE at the Hanford Site is furnished with this Invitation for Bid. The Site Stabilization Agreement consists of a Basic Agreement dated September 10, 1984 plus appendices thereto. Effective March 1, 1987, KEH was recognized as the successor in interest to those rights, duties, and obligations previously held by J. A. Jones Construction Services Company under the Site Stabilization Agreement.

The successful Bidder and all its subcontractors must become signatory to the Site Stabilization Agreement (consisting of the Basic Agreement dated September 10, 1984 plus all current appendices at the time it executes the Agreement).

- 14. REVISION OF CONTRACT DOCUMENTS PRIOR TO RECEIPT OF BIDS: The right is reserved, as the interest of KEH may require, to revise or amend the Contract Documents prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum, or addenda, to this Invitation for Bid. Copies of such addenda, as may be issued, will be furnished to all prospective Bidders. If the revisions and amendments are of a nature which require material changes in quantities of prices bid, or both, the date set for bid opening will be postponed by such number of days as in the opinion of

KEH will enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

15. EXPLANATIONS AND INTERPRETATIONS: Any explanation desired by a Bidder regarding the meaning or interpretation of the Invitation for Bid or any of the Contract Documents must be requested in writing to this office, Attention: Contract Placement Administrator, and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum and will be furnished to all Bidders and its receipt by the Bidder must be acknowledged.
16. PREPARATION OF BIDS:
- (a) Bids must be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the Bid. Unless specifically authorized, telegraphic bids will not be considered.
 - (b) The form of Bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternative prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where required on a Bid form, Bidders must quote on all items, and they are warned that failure to do so may disqualify the bid. When submission of a price on all items are not required, Bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
 - (c) Alternate bids will not be considered unless called for.
 - (d) Modifications of bids already submitted will be considered if received at the place designated herein for the receipt of bids by the time set for the receipt of bids. Telegraphic modifications will be considered. Telegraphic modifications shall not reveal the amount of the original or revised bid.
17. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS: Bids received at the place designated in the Invitation for Bid after the exact time fixed for the receipt of bids will not be considered unless it is received in the office designated in the Invitation for Bid before award is made and either:
- (a) It was sent by registered or certified U. S. Postal Service mail not later than the fifth (5th) calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an Invitation for Bid requiring receipt of bid by

9 3 1 2 9 3 4 1 0 7 7

the twentieth (20th) of the month must have been mailed by the fifteenth (15th) or earlier); or

- (b) It was sent by U. S. Postal Service mail (or telegram if authorized) and it is determined by KEH that the late receipt was due solely to mishandling by KEH after receipt at the KEH installation.

Any modification or withdrawal of a bid is subject to the same conditions set out in the immediately preceding paragraph. A bid may also be withdrawn in person by a Bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids. A bid may be modified by having the modification sent by facsimile machine on the bidder's letterhead and signed by the original bid signee. The bidder mails the original copy to be received by KEH within five (5) calendar days after facsimile transmission. The receiving facsimile machine records the date and time of receipt.

The only acceptable evidence to establish the date of mailing of a late bid sent either by registered or certified mail is a U. S. Postal Service postmark on both the wrapper or envelope and on the original receipt from the U. S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal, shall be deemed to have been mailed late. (The term "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 on the date of mailing by employees of the U. S. Postal Service.)

The only acceptable evidence to establish the time of receipt at the KEH installation is the time/date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to KEH will be considered at any time it is received and may be accepted.

NOTE: The term "telegram" includes mailgrams.

18. MULTIPLE BIDS: Except as provided in subparagraph (b)(3) of "Information Regarding Buy American Act" hereof, if more than one bid is offered by any one party, by or in the name of its clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
19. AWARD OF CONTRACT: The contract will be awarded as soon as practicable to that responsible bidder, whose bid, conforming to the

Invitation for Bid, is most advantageous to KEH, price and other factors considered.

In any event, the Contract will be awarded if at all, within sixty (60) days after the date presently set for receipt of bids (or as such date may be extended). KEH reserves the right to reject any or all bids, waive an informality in bids received when such waiver is in the interest of KEH and the Government. In case of error in the extension prices, the unit price will govern.

KEH further reserves the right to accept or reject any or all items of any bid, unless precluded by the Invitation for Bids or the bidder includes in his bid a restrictive limitation; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

- 9 3 1 4 9 4 1 0 7 9
20. CONTRACT AND BONDS: The bidder whose bid is accepted shall, within the time established in the bid, enter into a written contract with KEH and, if required, furnish performance and payment bonds, on KEH standard forms. The bonds shall be in the amount indicated in Section 7 entitled "Bonding Requirements" of the Contract General Conditions.
21. NOTICE OF AFFIRMATIVE ACTION REQUIREMENTS: If the bid amount exceeds \$10,000 the bidder to whom award is made must comply with the requirements, terms and conditions of the Notice of Requirements of Affirmative Action to Ensure Equal Employment Opportunity (Executive Order No. 11246) as follows:
- (a) Bidder's attention is called to the Sections of the Contract General Conditions entitled "Equal Opportunity".
 - (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation each trade
Until further notice	5.4%	6.9%

- (c) These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to

the goals for both its federally involved and nonfederally involved construction.

- 9 3 1 0 9 3 4 0 0 0
- (d) The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity section, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and 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, and the Contractor 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 Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
 - (e) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs and to KEH within ten (10) working days of 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 name, address and telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
 - (f) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Benton County, Washington.
 - (g) Construction contractors which are participating in an approved Hometown Plan (see 41 CFR Part 60-4.5) (including the Southeastern Washington Hometown Plan) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal established by the regulations of the Secretary of Labor.

22. WAGE RATES: The wage rates set out in General Wage Decision No. WA910009, by the Secretary of Labor attached to the Contract General Conditions are the minimum rates which may be paid to the classifications of laborers and mechanics designated therein pursuant to the Davis-Bacon Act (Act of March 3, 1931, as amended: 40 U.S.C. 276a and following). KEH does not represent that said minimum wage rates do now, nor that they will at any time in the future, prevail in the locality of the work for such laborers and mechanics; nor that such mechanics or laborers are or will be obtainable at said rates

for work under this contract; nor that said rates represent the most recent wage determinations by the Secretary of Labor with respect to such classifications of laborers or mechanics in the locality of the work.

23. INFORMATION REGARDING BUY AMERICAN ACT:

- (a) The Buy American Act (41 U.S.C. 10a-10d) generally requires that only domestic construction material be used in the performance of this Contract. (See the article entitled "Buy American Act" in the Contract General Conditions.)
- (b) (1) Furthermore, bids or proposals offering use of additional non- domestic construction material may be acceptable for award if KEH determines that use of comparable domestic construction material is impracticable or would unreasonably increase the cost or that domestic construction material (in sufficient and reasonably available commercial quantities and of a satisfactory quality) is unavailable. Reliable evidence shall be furnished justifying such use of additional nondomestic construction material.
- (2) Where it is alleged that use of domestic construction material would unreasonably increase the cost:
- a. Data shall be included, based on a reasonable canvass of suppliers, demonstrating that the cost of each such domestic construction material would exceed by more than six percent (6%) the cost of comparable nondomestic construction material. (All cost of delivery to the construction site shall be included, as well as any applicable duty.)
- b. For evaluation purposes, six percent (6%) of the cost of all additional nondomestic construction material, which qualified under paragraph a. above, will be added to the bid or proposal.
- (3) When offering additional nondomestic construction material, bids or proposals may also offer, at stated prices, any available comparable domestic construction material, so as to avoid the possibility that failure of a nondomestic construction material to be acceptable, under (1) above, will cause rejection of the entire bid.
- (4) The required data to justify use of additional nondomestic material must be submitted with the Bid.

24. ADDITIONAL INFORMATION: Bidders requesting additional information are advised to address their inquiries to:

Kaiser Engineers Hanford Company
P.O. Box 888
Richland, Washington 99352
Attention: Contract Placement, Bldg. 1256

or by contacting Wayne G. Sealock, Telephone No. (509)376-5149.

25. NOTICE OF SMALL BUSINESS SET-ASIDE:

Restriction. Bids under this invitation are solicited from small business concerns only and the resulting contract is to be awarded only to a small business concern. Bids received from firms which are not small business concerns shall be considered nonresponsive. Determination of small business definition should be made by contacting the Small Business Administration.

NOTE: For small business definition purposes, this Invitation No. KEH-5321 (W-125) is classed as a "general construction contract".

26. ORDER OF PRECEDENCE:

For bidding purposes only, where discrepancies exist between the provisions of the Invitation for Bid, on the one hand, and the Contract General Conditions, Supplementary Conditions, and the Specifications or Drawings on the other hand, the Invitation for Bid shall govern.

KAISER ENGINEERS HANFORD COMPANY


By: W. G. Sealock
Contract Administrator

**THIS PAGE INTENTIONALLY
LEFT BLANK**

KAISER ENGINEERS HANFORD COMPANY

BID

Invitation No. KEH-5321 (W-125)

Date of Bid: _____

NAME AND LOCATION OF PROJECT: EXCAVATION - GROUT VAULTS 106 THROUGH 109,
600-AREA, HANFORD SITE, RICHLAND, WASHINGTON

This bid is hereby submitted by the undersigned Bidder to Kaiser Engineers Hanford Company (hereinafter called "KEH"), pursuant to KEH's Invitation for Bid dated March 9, 1992.

The Bidder represents and warrants that its representative has visited and has thoroughly investigated the site for the proposed Work (as defined in the Contract General Conditions), and without limitation, has ascertained fully all pertinent conditions which may in any manner bear upon the performance of the Work herein proposed and the compensation Bidder proposes therefor. Bidder acknowledges that it has received and understands the Contract Documents herein defined.

WORK TO BE PERFORMED

Bidder offers to perform the Work described in, and in strict accordance with, the attached Agreement and all documents incorporated therein by reference, the Indemnity Agreement, and form of Bid Bond, along with any addenda, other bonds, or modifications, supplements or amendments (herein all referred to as Contract Documents).

If the Bidder is successful and is awarded the Contract for the Work, it agrees to execute and return all applicable Contract Documents within seven (7) calendar days after receipt of them from KEH. The Contract Documents required to be executed and returned include: The Agreement, the Indemnity Agreement, and a Performance Bond and a Payment Bond in the penal sums indicated in the General Conditions with good and sufficient surety or sureties. In addition, Bidder shall become a signatory to the Site Stabilization Agreement.

COMMENCEMENT AND COMPLETION

The Bidder agrees that if awarded the Contract, it will commence work within ten (10) calendar days after the date of receipt of the written notice to proceed and that it will complete the work within one hundred fifty (150) calendar days after the date of receipt of written notice to proceed. The notice to proceed will be deemed received five (5) calendar days after the mailing date unless the notice is actually received by the Bidder on an earlier date.

9 11 10 9 2 4 1 0 3

It is anticipated that the notice to proceed with the performance required by the terms of the Contract will be issued within approximately fourteen (14) calendar days after award of the Contract.

After contract award, the Contractor agrees to submit the following items pursuant to Section 55 of the General Conditions: Acceptable safety program, including job safety analysis; name of individual assigned to administer safety program; two years prior industrial injury/illness experience and construction equipment certifications. The Contractor's safety submittals must be acceptable to KEH prior to badging of personnel and/or commencement of any onsite work.

Delays caused by the Contractor's failure to submit an acceptable safety program in a timely manner shall not be an excusable delay under Section 21 of the General Conditions.

COMPENSATION

Bidder agrees to perform the Work for the following compensation including all applicable State, Federal, and local sales, use, excise, business and occupation and transportation taxes and all other taxes pertaining to the transaction, in accordance with the Schedule of Unit Price Items as set forth below:

SCHEDULE OF UNIT PRICE ITEMS

The quantities of unit price items listed below are estimates only. The Contractor will be required to complete the work specified in accordance with the contract unit prices whether it involves quantities greater or less than the following estimates:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Amount</u>
1.	Earth Excavation for Grout Vaults 106 through 109, Access Road Excavation below Elevation 670.00, Diffusion Barrier Placement, and Protection of Ground Water Monitoring Wells as specified in the specifications and on the drawings.	Job	1	\$ _____	\$ _____

TOTAL DEFINITIVE AMOUNT FOR ITEM #1:

_____ Dollars and _____ Cents (\$ _____).

(Express in words and figures)

9 0 1 9 9 4 1 0 3 4

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Amount</u>
2.	Access Road Excavation Above Elevation 670.00.	Bank Cubic Yard	125,000	\$ _____	\$ _____

TOTAL ESTIMATED AMOUNT FOR ITEM #2:

_____ Dollars and _____ Cents (\$_____).

(Express in words and figures)

TOTAL AMOUNT - Definitive amount for Item #1 and Estimated amount for Item #2

_____ Dollars and _____ Cents (\$_____).

(Express in words and figures).

NOTES:

1. Subject to other terms and conditions of this Invitation for Bid, award will be made to the bidder whose bid results in the lowest total definitive amount.
2. Bidders must bid on all items. Failure to do so may disqualify the bid.

MEASUREMENT AND PAYMENT

It is mutually agreed that the contract price for the following items as described in the Schedule of Unit Price Items, shall be full compensation for furnishing all labor, materials, and equipment, and for other expenses incidental to this contract, to complete the Work in accordance with the requirements of the Specifications and Drawings. No further compensation of any kind or description will be made.

Item No. 1 - Earth Excavation for Grout Vaults: Measurement will be made on a per job basis for all excavation as specified on the construction drawings, including related work as specified. Payment will be made at the contract unit price.

Item No. 2 - Access Road Excavation Above Elevation 670.00: Measurement will be made on a per bank cubic yard basis by calculating the in-place volume of the material to be excavated. KEH will perform a topographical survey of the area to be excavated prior to the start of work. Payment will be made at the contract unit price.

VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either KEH or the Contractor. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity.

If the quantity variation is such as to cause an increase in the time necessary for completion, KEH shall, upon receipt of a written request from the Contractor for an extension of time within ten (10) days from the beginning of such delay, or within such further period of time which may be granted by KEH prior to the date of final settlement of the contract, ascertain the facts and make such adjustment for extending the completion date as in KEH's judgment the findings justify.

ADDENDA

Bidder acknowledges receipt of the following addenda. This Bid is submitted in full compliance with such addenda.

ADDENDA RECEIVED:

No.	Date	No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If no addenda are received state "NONE".

IRREVOCABLE OFFER

The foregoing offer shall be binding upon Bidder for thirty (30) days after the date presently set for receipt of bids (or as such date may be extended), shall be irrevocable during that period and may be accepted at any time on or prior thereto.

BID GUARANTEE

Enclosed is a bid guarantee, consisting of _____, in the amount of \$ _____.

REPRESENTATIONS AND CERTIFICATIONS

The following Representations and Certifications are made by the Bidder:

9 3 1 9 9 4 1 0 3 6

9 3 1 4 3 3 4 1 0 9 7

1. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a) By submission of this bid each bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) (i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

(c) A bid will not be considered for award where (a)(1), (a)(3), or (b) above has been deleted or modified. Where (a)(2) above has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Article.)

9 5 1 2 9 7 4 0 0 8

By the submission of this bid, the bidder, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Article in this contract. As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity article; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of 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).

3. CLEAN AIR AND WATER CERTIFICATION

(Applicable if the bid exceeds \$100,000, or KEH 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 (41 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract [] has, [] has not, been listed on the Environmental Protection Agency list of violating facilities.

(b) He will promptly notify KEH, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposed to use for the performance of the contract is under consideration to be listed on the EPA list of violating facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

4. SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

(Applicable if the bid exceeds \$10,000)

(a) The bidder certifies that its organization is [] is not [] a small business concern as defined in Section 3 of the Small business Act (15 U.S.C. 632 and SBA's rules and regulations set forth at 13 CFR 121.3-8). If an affirmative certification is made, the bidder shall complete the certifications at paragraph (b) of this section.

(b) The bidder certifies that its organization is a small business as set forth in paragraph (a) of this section and that it is [] or is not [] owned and controlled by socially and economically disadvantaged individuals.

Failure to execute all parts of the representation will be deemed a minor informality and the bidder shall be permitted to satisfy the requirement prior to award.

5. WOMEN-OWNED BUSINESS

The bidder represents that the firm submitting this bid [] is, [] is not, a women-owned business.

6. EQUAL OPPORTUNITY REPRESENTATION

The bidder represents: (a) that he [] has, [] has not, participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 310 of Executive Order No. 10925; that he [] has, [] has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

7. CONTINGENT FEE

The bidder represents: (a) that he [] has, [] has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract; and (b) that he [] has, [] has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees

9 3 1 1 2 3 4 1 0 9 9

to furnish information relating to (a) and (b) above as requested by KEH. (Note: For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, Title 41, Chapter 1, Subpart 1-1.5.)

8. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder will furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below?

Yes [] No []

(For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than fifty percent (50%) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decision of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.)

(b) If the answer to (a) above is "Yes" bidder will insert in the space below the name and principal office address of the parent company.

Name Address

(c) Bidder will insert in the space(s) below the Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941).

E.I. No. of Bidder _____
E.I. No. of Parent Company (if any) _____

9. TYPE OF BUSINESS ORGANIZATION REPRESENTATION

Business organization operates as an [] individual, [] partnership, [] joint venture, [] corporation, incorporated in the State of _____.

If partnership, give names of Partners:

Partner _____

Partner _____

9 4 1 4 1 0 9 0

10. COUNTRY OF MANUFACTURER

The product which the bidder proposes to furnish [] is, [] is not manufactured, mined, or grown in the United States. If the product is not manufactured, mined, or grown in the United States, the country of manufacturer is _____.

NOTE: The penalty for making false statement in bids is prescribed in 18 U.S.C. 1001.

IN WITNESS WHEREOF, This offer is executed and submitted this ____ day of _____, 19__.

(Print/Type Name of Bidder)

(Address)

By:

(Sign Name)

(Print/Type Name)

(Print/Type Title)

The individual executing this bid on behalf of the Bidder represents and warrants that he is authorized to do so and certifies under penalty of perjury that the Representations and Certifications are true, accurate, and complete to his best knowledge and belief. (This is the same individual whose signature appears above.)

Signed: _____

(Print/Type Name)

9 1 1 2 3 4 1 0 9 1

**THIS PAGE INTENTIONALLY
LEFT BLANK**

KAISER ENGINEERS HANFORD				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) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> 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			

KNOW ALL MEN BY THESE PRESENTS, That we the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) and the Kaiser Engineers Hanford Company (hereinafter called the KEH in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That 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, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.

NOW, THEREFORE, if the Principal, upon acceptance by the KEH of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be 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 him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the KEH for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the KEH, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above

PRINCIPAL								
Signature(s)	1. _____			2. _____			Corporate Seal	
	(Seal)			(Seal)				
Name(s) & Title(s) (Typed)	1. _____			2. _____				
INDIVIDUAL SURETY(IES)								
Signature(s)	1. _____			2. _____				
	(Seal)			(Seal)				
Name(s) (Typed)	1. _____			2. _____				
CORPORATE SURETY(IES)								
S U R E T Y A	Name & Address				State of Inc.	Liability Limit	Corporate Seal	
	Signature(s)	1. _____			2. _____			
	Name(s) & Title(s) (Typed)	1. _____			2. _____			

CORPORATE SURETY(IES)						
S U R E T Y B	Name & Address			State of Inc.	Liability Limit	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
S U R E T Y C	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 whenever a bid guaranty is required in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval of the Kaiser Engineers Hanford Company (KEH).
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein.

Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designed "SURETY(IES)" of the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety, for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government or the KEH may require.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal"; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.
6. The name of each person signing this bid bond should be typed in the space provided.

SAMPLE

INDEMNITY AGREEMENT

The undersigned authorized representatives of Kaiser Engineers Hanford Company and the Contractor hereby acknowledge that they have read and understood the terms and conditions of the Indemnity Agreement set forth below, and agree to be bound by these terms and conditions including any subsequent modifications thereto.

INDEMNITY

Contractor agrees to defend, indemnify and hold harmless KEH and Westinghouse Hanford Company, and their agents and employees, from and against any claim, costs, expense or liability (including attorneys' fees), attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from or occurring in connection with the performance of the Work by Contractor, its subcontractors, or their agents or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Contractor's duty to indemnify hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of a party indemnified hereunder; and further provided, that the amount of such indemnification shall be limited to an amount equal to indemnitor's percentage of fault. Such percentage of fault shall not reduce the Contractor's obligation to pay attorney's fees as provided above. Contractor also agrees to reimburse any party indemnified hereunder for all costs (including attorneys' fees) incurred to enforce this Indemnity Agreement.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Act, Title 51 of the Revised Code of Washington, et. seq. Contractor's obligation hereunder shall not be limited by the provisions of Title 51 of the Revised Code of Washington et. seq. or any other industrial insurance, worker's compensation or similar act.

Should any person assert a claim or institute a suit, action, or proceeding against a party indemnified hereunder involving the manner or sufficiency of the performance of the Work, Contractor shall, upon request of such indemnified party, promptly assume the defense of such claim, suit, action or proceeding, at Contractor's expense, and Contractor shall indemnify and hold harmless such indemnitee and its agents and employees, from and against any liability, loss, damage, or expense (including attorneys' fees) arising out of or related to such claim, suit, action or proceeding.

9 1 1 9 2 4 1 9 9 4

**THIS PAGE INTENTIONALLY
LEFT BLANK**

Page two
Indemnity Agreement

Contractor shall provide and maintain insurance covering its obligation under this Indemnity Agreement. The insurance shall be in accordance with Section 8, Insurance, of the Contract General Conditions. The parties indemnified hereunder agree to look solely to the insurance in the event of a claim hereunder. However, if the Contractor fails to provide or maintain the required insurance coverage or if the insurance company fails, for whatever reason, to honor the claim, the Contractor shall be fully and individually liable without monetary limit.

THIS INDEMNITY AGREEMENT WAS SPECIFICALLY NEGOTIATED BY AND BETWEEN THE PARTIES HERETO.

CONTRACT NO. KEH-5321 (W-125)

BY:

BY:

NAME, TITLE

NAME, TITLE

DATE: _____

DATE: _____

FOR:

FOR: KAISER ENGINEERS HANFORD COMPANY
P. O. BOX 888
RICHLAND, WASHINGTON 99352

Telephone:

5/22/89

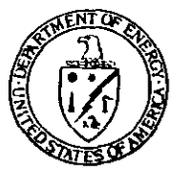
9 0 1 3 9 1 4 1 0 9 5

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SITE STABILIZATION AGREEMENT

FOR ALL CONSTRUCTION WORK

FOR THE



U. S. DEPARTMENT OF ENERGY

AT THE

HANFORD SITE

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>Page</u>
I	Determination	11
II	Purpose	1
III	Scope	2
IV	Recognition	2
V	Bargaining Agent	2
VI	Administration of Agreement	3
VII	Management Rights	3
VIII	Employment	3
IX	Union Security	4
X	Union Representation	5
XI	Subcontracting	5
XII	Signature Requirements	6
XIII	Non-signatory Contractors Requirements	7
XIV	Hours of Work, Shift and Overtime	8
XV	Holidays	10
XVI	Wage Scales and Fringe Benefits	11
XVII	Travel and Subsistence	12
XVIII	Payment of Wages - Checking In & Out	12
XIX	Apprentices/Trainees/Helpers/Subjourneymen	12
XX	Welder Certification	13
XXI	General Working Conditions	13
XXII	Safety and Health	14
XXIII	Security of Material, Equipment and Tools	15
XXIV	Jurisdictional Disputes	15
XXV	Grievance Procedure	16
XXVI	No Strike/No Lockout	17
XXVII	Savings Clause	17
	Duration	18
	Appendix A	
	Appendix B	
	Index	
	Site Closure	
	Contractor Compliance Agreement Form	

THIS AGREEMENT made and entered into this 10th day of September, 1984, by and between J. A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., and other contractors and subcontractors who shall become signatory to this AGREEMENT hereinafter referred to as EMPLOYERS, performing construction work for the Department of Energy, or successor agency hereinafter called OWNER, on the Hanford Site and the Building and Construction Trades Department of the AFL-CIO and the International Unions affiliated therewith signatory hereto and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter collectively called UNIONS.

ARTICLE I

PURPOSE

The parties to this AGREEMENT recognize that the work covered by this AGREEMENT is specialized and unique construction requiring long periods of time, large scale capital outlays, exacting construction and performance standards including protection of the health and safety of the public and employees and a need for high labor skills for many operations and complex managerial organizations. The careful planning and scheduling of work operations can make a major contribution in this circumstance to cost reduction and more rapid job completion. The parties further recognize the national importance of nuclear energy in assuring adequate supplies of energy for economic growth and national defense, the creation of job opportunities, and for a greater degree of energy independence in the national interest. The parties believe that this AGREEMENT constitutes a vital contribution to the achievement of the objectives of national defense and a national energy policy.

It has been determined necessary, pursuant to the authority of Public Law 85-804, to facilitate such national defense and national interest to include a clause in OWNER contracts and subcontracts thereunder and the amendments and modifications thereof, for the performance of work under contracts and subcontracts which are subject to the Davis-Bacon Act within the Territory requiring such contractors and subcontractors to abide by the monetary provisions of this AGREEMENT.

The purposes of this AGREEMENT are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to provide the public with improved services and a better quality of product and workmanship, to provide uniformly standard working conditions for the efficient prosecution of the construction work, to prevent avoidable delays and expense and generally to encourage a spirit of helpful cooperation between the EMPLOYER and the UNION to the mutual advantage of the parties and the public.

ARTICLE II

SCOPE

Section 1. This AGREEMENT shall apply to all of the OWNER'S construction work performed by the EMPLOYERS within that territory known and referred to as "The Hanford Site" in Benton and Franklin Counties, Washington, the Boundaries of which are defined as follows:

That area located within the perimeter fence (except for the right-of-way of State Highway 240) surrounding the land under the jurisdiction of the

Department of Energy; and the 700 (DOE only), 1100, and 3000 areas and other lands outside the fenced area that are or come under the jurisdiction of the Department of Energy.

Section 2. This AGREEMENT shall not apply to work of the EMPLOYER being performed under the terms of the National Tank Manufacturer's Agreement, the Stack Agreement and the Cooling Tower Agreement.

This AGREEMENT shall not apply to the following:

- (A) Executives, engineers, superintendents, assistant superintendents, inspectors, QC, NDT, technical engineers, timekeepers, messengers, clerical office workers, guards, confidential employees, or any employees above general foreman.
- (B) Testing or inspection of equipment apparatus or systems of the OWNER, after such OWNER'S acceptance of and physical possession of such equipment apparatus, system, facility or component.
- (C) The deliveries of equipment, apparatus, machinery and construction material to the site of construction shall not come within the scope of this AGREEMENT until such equipment, apparatus, machinery and construction material is placed in possession and control of the EMPLOYER.

Section 3. In the event of a conflict between any provisions of this AGREEMENT and those existing in any other AGREEMENT, the terms of this AGREEMENT shall apply.

ARTICLE III
RECOGNITION

The EMPLOYER recognizes and acknowledges the UNION as the exclusive bargaining representative of all construction craft employees performing work covered by this AGREEMENT with respect to wages, hours and all other terms and conditions of employment.

ARTICLE IV
BARGAINING AGENT

Section 1. The EMPLOYERS are the principals and do not act as the agent of or bind the OWNER for any purpose relating to or arising out of the terms and conditions hereof. Each UNION signatory hereto agrees that it will confer and negotiate only with the EMPLOYERS or their duly authorized representatives on all matters in the administration, interpretation, and enforcement of the terms of this AGREEMENT.

Section 2. In the event of any violation of the terms of this AGREEMENT, the responsible and authorized representative of the UNIONS signatory hereto, or EMPLOYER, as the case may be, shall promptly take such affirmative action as is within their power immediately to correct and terminate the violation.

Section 3. It is further agreed that the liability of EMPLOYERS shall be several and not joint, and the liability of the UNIONS who accept, adopt or sign this AGREEMENT shall be several and not joint.

ARTICLE V
ADMINISTRATION OF AGREEMENT

Section 1. The parties to this AGREEMENT shall establish a Hanford Administrative Committee consisting of EMPLOYER members and UNION members.

Section 2. The Hanford Administrative Committee shall meet as required to review the operation of this AGREEMENT.

Section 3. The procedures of operation and areas of responsibility of the Committee shall be determined by the Committee.

ARTICLE VI
MANAGEMENT RIGHTS

The EMPLOYER retains full and exclusive authority for the management of its operations. The EMPLOYER shall direct his working force at his sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off or discharge. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The EMPLOYER shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitation or restriction upon the choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, prefabricated or preassembled materials, tools, or other labor-saving devices. In the fabrication of preengineered equipment and preassembled items, the EMPLOYER may without restriction install or otherwise use materials, supplies, or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft customarily having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualification may participate in the installation, check-out or testing of specialized or unusual equipment or facilities.

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The EMPLOYER, therefore, retains all legal rights not specifically covered by this AGREEMENT.

ARTICLE VII
EMPLOYMENT

Section 1. The EMPLOYER acknowledges the UNION'S proficiency in the employment process, characterized by the maintenance of and ready access to a skilled manpower pool through its local, regional and national recruitment network. The UNIONS acknowledge the EMPLOYER'S right and unshared legal responsibility for the hiring of his employees. It is the intent, therefore, of the parties to establish the following employment procedure in view of the aforementioned acknowledgements.

Section 2.

The UNIONS and EMPLOYERS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, physical or mental handicap or disabled or Vietnam-era veteran status or any other basis recognized by law.

Section 3.

(A) EMPLOYERS performing construction work on the Site described in this AGREEMENT shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the UNIONS signatory hereto when such procedures are not in violation of Federal law. The EMPLOYER shall have the right to reject any applicant referred by the UNION.

(B) The EMPLOYER shall have the unqualified right to select and hire key personnel such as weldors and those possessing special skills and the UNIONS agree to refer the requested individuals subject to legal hiring hall provisions.

(C) In the event referral facilities maintained by the UNIONS are unable to fill the requisition of an EMPLOYER for employees within a forty-eight (48) hours period after such requisition is made by the EMPLOYER (Saturday, Sunday and holidays excepted); the EMPLOYER shall be free to obtain workmen from any source.

(D) The UNION represents that its local UNIONS administer and control their referrals, and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and nondiscrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect of obligation of UNION membership, policies or requirements.

(E) The UNIONS shall not knowingly refer employees currently employed by the EMPLOYER to other employment.

(F) The UNIONS shall exert their utmost efforts, including requesting assistance from other local UNIONS, to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the EMPLOYERS.

(G) The UNIONS agree to hold the EMPLOYERS harmless for any liability arising out of the improper administration by the UNION of the referral procedure.

ARTICLE VIII
UNION SECURITY

Section 1. All employees covered by this AGREEMENT and coming under the jurisdiction of the UNIONS, as set forth in the Recognition Clause, Article III, shall, as a condition of employment, become members of the appropriate UNION within eight (8) days following the date of their employment, and shall remain members in good standing during the term of this AGREEMENT. "Good Standing" for the purpose of this AGREEMENT is interpreted to mean the payment or tender of initiation fees and periodic union dues uniformly required as a condition of acquiring or retaining membership. When an employee fails to tender to an

authorized agent of the UNION, such initiation fees or periodic union dues as are required for good standing membership, the EMPLOYER will, upon written request from the UNION, dismiss the employee at the close of shift during which said written request is furnished by the UNION to the EMPLOYER. Such written request from the UNION shall certify the delinquent employee's account with the UNION and shall be furnished by the UNION, one copy to be mailed or delivered to the project superintendent of the EMPLOYER, and one copy to the delinquent employee.

Section 2. Upon request by the UNION for the duration of any specific job, the EMPLOYER will notify the UNION as soon as possible, but within seven (7) days of the date of hire, of the names, addresses and date of hire of any newly employed employees covered by this AGREEMENT who were not referred by the UNION.

ARTICLE IX
UNION REPRESENTATION

Section 1. Authorized representatives of the UNIONS shall have access to the project provided they do not unnecessarily interfere with the work of the employees and further provided that such representatives fully comply with the visitor, safety and security rules established for the particular project.

Section 2. Each of the UNIONS signatory hereto shall have the right to designate a working journeyman as steward for each EMPLOYER and the steward shall be recognized as the UNION's representative. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of that craft. If qualified, the steward shall be the last journeyman on the project. The steward shall not perform supervisory duties of that craft. Under no circumstances shall there be a non-working steward.

Section 3. The working steward will not be entitled to any preferential treatment by the EMPLOYER and will be subject to discipline to the same extent as other employees provided, however, that the UNION office shall be notified prior to the discharge. Should a steward be discharged, the UNION may appoint a replacement but work shall continue without disruption.

Section 4. Each steward shall be concerned with the employees of the steward's EMPLOYER and not with the employees of any other EMPLOYER.

On projects where the OWNER'S personnel may be working in close proximity of the construction activities the UNIONS agree that under any and all conditions UNION representatives, stewards and individual workmen will not interfere in any manner with the OWNER'S personnel or with the work which is being performed by the OWNER'S personnel.

ARTICLE X
SUBCONTRACTING

Section 1. A subcontractor is any person, firm or corporation who takes over or performs any portion of the construction work to be done at the site of the construction, alteration, painting or repair of a building, structure or other OWNER contract or subcontract work for a signatory contractor at the site of construction under contract with a signatory contractor.

Section 2. A signatory EMPLOYER shall not subcontract or otherwise transfer in whole or in part any construction work covered by this AGREEMENT to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this AGREEMENT.

Section 3. The furnishing of materials, supplies, or equipment and the delivery thereof shall in no case be considered subcontracting.

Section 4. For procurements under the control of the EMPLOYER, fabrication provisions of the appropriate National craft agreements will be recognized. The OWNER may purchase equipment and materials from any source without any restriction and the UNION will install the equipment and materials in an efficient, workman-like manner.

Section 5. Specialized or leased equipment, such as computers and the like, and/or secret processing equipment may be installed and/or serviced by individuals not covered by this AGREEMENT. Warranty service on this equipment may be performed by the vendor's personnel.

Section 6. The EMPLOYER shall require each subcontractor to hold a pre-job conference with the UNIONS before the commencement of any work on the site.

ARTICLE XI
SIGNATURE REQUIREMENTS

Section 1. The AGREEMENT represents the complete understanding of the parties, and any EMPLOYERS and their Subcontractors at any tier shall not be required to sign any other agreement with the UNIONS or any other UNION insofar as construction work on this site is concerned. The provisions of this AGREEMENT, including Appendix A, shall in every instance apply to and control construction at the Site and take precedence over provisions of local or national agreements which may conflict with the terms of this AGREEMENT except as provided in Article II.

Section 2. Any EMPLOYER or his Subcontractor at any tier who is a party to agreement(s) for construction work with a local UNION having jurisdiction over work being contracted under this AGREEMENT, or a party to a national labor agreement for such construction work shall become signatory to this AGREEMENT for all work covered in such contracts or subcontracts. Provisions will be made for any such EMPLOYER or Subcontractor at any tier to sign and fully comply with this AGREEMENT for all work covered by its contract or subcontracts performed at the site of construction on the project, provided that this AGREEMENT shall apply to this site only.

Section 3. If any EMPLOYER or his Subcontractor at any tier who is signatory to this AGREEMENT subcontracts the performance of any work, written provision shall be made within the subcontract for compliance by the Subcontractor with all of the terms and provisions of this AGREEMENT. In conformity with such obligation, any EMPLOYER or subcontractor shall indicate his acceptance of the terms and conditions of this AGREEMENT as governing work on this site by signing the Employers Signature Sheet provided for this purpose and delivering a copy thereof to the Hanford Administrative Committee and to the UNIONS prior to his commencement of any work on the project.

Section 4. The UNIONS agree that the provisions, conditions and benefits hereof shall be extended to all EMPLOYERS and subcontractors at any tier insofar as work on this site is concerned, provided only that such contractors or subcontractors shall become signatory to this AGREEMENT.

Section 5. Any EMPLOYER, subcontractor, or UNION who becomes a party to this AGREEMENT as provided above shall alone be liable and responsible for his own individual acts and conduct and for any breach or alleged breach of this AGREEMENT by him, and shall not have any imputed responsibility or liability for any breach of any other EMPLOYER or UNION. Any alleged breach of this AGREEMENT by any other EMPLOYER, subcontractor, or UNION or any dispute between a UNION and any EMPLOYER, any subcontractor, or other UNION respecting compliance with the terms herein shall not affect the rights, responsibilities, obligations, and duties between the UNION, EMPLOYERS or subcontractors at any tier who are party to this AGREEMENT.

Section 6. Because of the nature of the Site, it is necessary that all Federal Labor Laws and Regulations, Executive Orders, Public Laws applicable to such construction contracts for the OWNER shall apply to this Site and are paramount to the terms and conditions hereof.

ARTICLE XII NON-SIGNATORY CONTRACTORS REQUIREMENTS

Nothing in this AGREEMENT shall be construed to limit the OWNER'S right to select the lowest qualified bidder for purposes of awarding construction contracts or material purchase orders on the Site and the right of refusal remains solely with the OWNER. If such award is to a Contractor which is not signatory to a union agreement covering such work, then such Contractor and his Subcontractors shall not be obligated to become signatory to this AGREEMENT.

Nothing herein shall be construed to limit the right of the UNION to engage in lawful organizational efforts to organize the employees of non-signatory contractors or subcontractors.

Subcontractors signatory to an existing union agreement covering work under a contract with a non-signatory contractor will be required to execute this AGREEMENT in accordance with ARTICLE XI, SIGNATURE REQUIREMENTS. It is acknowledged, however, that the OWNER shall make provision in contracts with non-signatory contractors which are subject to the Davis-Bacon Act at the Site, to pay to or for the account of their employees in the classifications, herein set forth, not less than wages and other compensation including but not limited to fringe benefits, travel pay, overtime premiums, and shift premiums, as provided by this AGREEMENT. The obligation of such Contractor or his Subcontractor to pay fringe benefits shall be governed by making the payments in accordance with the provisions in the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349, 78 Stat. 238-239) in the Department of Labor Regulations and implementation thereof (29 CFR, Parts 1, 5), but shall not limit his obligation to provide other compensation as provided above. The OWNER shall, from time to time, direct all Contractors and Subcontractors on the work subject to the Davis-Bacon Act at the Site, to pay amounts for wages or other compensation as this AGREEMENT may be modified from time to time.

ARTICLE XIII HOURS OF WORK, SHIFTS AND OVERTIME

Section 1. The standard work day shall consist of eight (8) hours of work between 7:00 AM and 5:30 PM with one-half hour designated as an unpaid period for lunch, which may be taken between the hours of 11:00 AM, and 1:30 PM but not to exceed five (5) hours from the start of the shift. In the event an employee goes beyond five (5) hours without a lunch, he shall receive one half hours pay at the overtime rate in addition to regular shift pay.

The standard work week shall be five (5) consecutive days commencing with the day shift on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day, or forty (40) hours of work per week.

Section 2. Shift Work

Shifts may be established when considered necessary by the EMPLOYER.

(A) Shift hours and rates will be as follows.

First shift (day shift) - Eight (8) hours pay for eight (8) hours work, plus one-half (1/2) hour unpaid lunch period. The first shift shall be worked between the hours of 7:00 AM and 5:30 PM.

Second shift (swing shift) - Eight (8) hours pay for seven and one-half (7 1/2) hours work, plus one-half (1/2) hour unpaid lunch period. The second shift shall be worked between the hours of 3:30 PM and 1:30 AM.

Third shift (graveyard shift) - Eight (8) hours pay for seven (7) hours work, plus one-half (1/2) hour unpaid lunch period. The third shift shall be worked between the hours of 11:30 PM and 9:00 AM.

(B) Shifts shall be established and continue for a minimum of five (5) consecutive work days. If Saturday and/or Sunday are worked they shall be included in the five (5) day minimum period. It is understood that the third shift on Friday must end on a calendar Saturday morning.

(C) The interval between shifts worked in the same day shall not exceed the reasonable time necessary to change shifts and in no event shall such interval exceed one (1) hour.

(D) If only two shifts are to be worked, the EMPLOYER may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.

(E) When special conditions warrant, swing and/or graveyard shifts may be worked even though no day and/or swing shift is worked. Normal shift premiums apply.

Section 3. Overtime

All work performed in excess of the standard work day, Monday through Friday, and all work performed on Saturday shall be at the rate of time and one-half the basic straight time hourly wage rate. All work performed on Sundays and holidays shall be paid at twice the basic straight time hourly wage rate. There shall be no duplication or pyramiding of overtime and/or premium pay.

Section 4. Reporting Pay

When an employee reports for work at the time and place specified by the EMPLOYER and he is not put to work or he works less than two hours, he shall be paid for two hours at the applicable straight time rate of pay. If after working two hours he is prevented from working a full eight hours he shall be paid for actual hours worked. It is the intent of this section that an employee who shows up for work shall be paid at least two hours of a shift, except when he has been notified, at the EMPLOYER'S expense, not to report either by direct contact by the EMPLOYER or by the method determined by the Hanford Administrative Committee. When the proper notice is given and the employee reports, he shall not be entitled to reporting pay.

If an employee leaves the job on his own accord he will be paid for actual hours worked. If an employee reports to work in a condition unable to work he will not be eligible for reporting pay.

Section 5. Special Processing Time

The EMPLOYER shall not pay for time spent preparing necessary forms to obtain a security clearance. However, a reasonable time will be allowed each employee for initial security check-in at time of initial hire or rehire.

Section 6. Option for Ten Hour Shift

The EMPLOYER may, at his option, establish a first and/or a second shift consisting of ten (10) hours of work, exclusive of a one-half (1/2) hour non-paid lunch period per day. The first eight (8) hours of work on these shifts shall be paid for at the basic straight time hourly wage rate. The last two (2) hours of work shall be paid for at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

Section 7. Alternating 4 Ten-hour Shift Operation

Under this operation the day shift manual work force is organized into two teams. The "A" team works 4 consecutive 10 hour days. On the fifth day the "B" team continue the work activities for 4 consecutive 10 hour days. On the ninth day the "A" team returns to work to continue the construction activities. The 4-day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern applies for a second shift. Appendix B further illustrates the application of these provisions. If two shifts are established, they shall be consecutive.

In this arrangement the normal work day for all employees will be ten (10) consecutive hours of work, exclusive of one-half (1/2) hour non-paid lunch period.

On A and B team operation, the first eight (8) hours shall be paid at the straight time rate. The ninth (9) and tenth (10) hours shall be paid at one and one half (1 1/2) time the straight time rate.

The work day for each employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement the day shift shall be worked between the hours of 8:00 AM and 6:30 PM, as described above.

Those General Foremen and selected Foremen who are directed to report to work the day before the first day of the four day work cycle to complete preparations for their team's scheduled work activities shall work 8 hours on that day and be paid at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

If, for any reason, journeymen are directed to report to work the day before the first day of the four day work cycle, they shall be paid at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

Those directed to work the day after completion of their four-day shift shall be paid at the rate of two (2) times the basic straight time hourly wage rate.

The first ten (10) hours of work performed on Sundays shall be paid at time and one-half (1 1/2) the basic straight time hourly wage rate. After ten (10) hours of work, the rate shall be two (2) times the basic straight time hourly wage rate.

Changing from one alternating shift to another will not be permitted without a minimum of two consecutive non-working days prior to transferring to the other alternating shift.

ARTICLE XIV
HOLIDAYS

Holidays recognized under this AGREEMENT shall be as follows:

- | | |
|--------------|-------------------------------|
| New Years | Thanksgiving |
| Memorial Day | Friday following Thanksgiving |
| July Fourth | Christmas Day |
| Labor Day | |

Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property.

ARTICLE XV
WAGE SCALES, FRINGE BENEFITS,

AND DUES CHECK OFF

Section 1.

- (A) Appendix A shall incorporate herein those wage rates, fringe benefits and apprentice contributions, of the local area collective bargaining agreements specifically agreed to and contained therein as of July 1, 1984, except that wage premiums such as those based on height or depth of work, type of work or material, mask pay, special skills, etc., shall not be paid. The combined amount of the wage rates, fringe benefits and apprentice contributions will remain in effect through June 30, 1985. No other provisions in the local area collective bargaining agreement shall be considered part of this AGREEMENT or binding on the EMPLOYER or UNION on this site.
- (B) Future wage rates, fringe benefits and apprentice contributions shall be reviewed by the Hanford Administrative Committee sixty (60) days prior to June 30, 1985 and from year to year thereafter. There shall be no strike, walkout, slowdown, picketing, sympathy strike, or no lock-out or shut-down of any nature whatsoever during the life of this Agreement over wage and benefit disputes.
- (C) Maintenance of Benefits: Should the Trustees of the established trust funds find it necessary to adjust fringe benefit fund contributions in order to maintain current benefits, the Hanford Administrative Committee shall review such adjustments and determine their applicability to this Agreement.

Section 2.

- (A) When the EMPLOYER contributes fringe benefit payments into local, regional or national trust funds, the EMPLOYER agrees to be bound to all lawful terms and conditions of such trust agreements, and all amendments thereto. The EMPLOYER further agrees to accept as its representatives in the administration of such funds, the employer trustees serving such funds. Furthermore, the EMPLOYER and UNION may establish other trust funds by mutual agreement when necessary.
- (B) Fringe benefit payments shall be paid only on the basis of hours worked, not hours paid for, except where this is in violation of the applicable trust agreement, in which case the provisions of the trust agreement will prevail. In the case of shift work, compensable hours shall apply.
- (C) Industrial promotion or administrative funds which do not accrue to the direct benefit of employees are not considered fringe benefits for the purpose of this AGREEMENT and need not be paid by the EMPLOYER.

Section 3. DUES CHECK-OFF. Upon presentation of a proper authorization form executed by the individual employee, the EMPLOYER agrees to deduct UNION dues and remit same to the UNION in accordance with applicable laws. The authorization forms shall be supplied by the UNION.

ARTICLE XVI
TRAVEL PAY

Travel pay will be paid in accordance with Appendix A and will be reviewed yearly by the Hanford Administrative Committee.

ARTICLE XVII
PAYMENT OF WAGES - CHECKING IN & OUT

Section 1. All employees covered by this AGREEMENT shall be paid weekly, by check on company time before the end of their regular shift, on Friday, unless failure to pay on such day is mutually considered to be beyond the reasonable control of the EMPLOYER. When an employee cannot be paid accordingly because of a holiday, he shall be paid on his last shift before the Holiday.

Section 2. Employees on the swing and graveyard shifts or on a special shift extending beyond the quitting time for the day shift shall be paid by not later than quitting time Thursday's shift. If an employee is discharged or laid off, he shall be paid in full provided he is present at the job or place where he is employed. Employees who voluntarily terminate their employment shall be paid in full provided they give adequate, timely notice for good and sufficient reasons (normally considered at least eight (8) hours). At the written request of such employee, the EMPLOYER may mail his check to him on or before the next regular pay day. Payroll checks and stubs shall indicate company name, straight time and overtime hours and all itemized legal deductions.

Section 3. If an employee is not paid as herein provided, said employee must be paid an additional four (4) hours straight time pay for each twenty-four (24) hour period or portion thereof prior to actual payment. When mailing checks the postmark on the envelope will determine if the check was mailed timely and will serve as the cutoff for any penalty.

Section 4. The EMPLOYER may withhold a reasonable amount of wages, not to exceed five (5) working days, to enable the EMPLOYER to prepare a payroll.

Section 5. All payments shall be assumed to be correct and any protest must be made within thirty (30) days.

Section 6. All employees will comply with a check-in check-out procedure to be established by the EMPLOYER.

Section 7. Each employee shall be individually responsible for personally checking-in and checking-out on a daily basis. Failure to comply with these conditions will be considered justifiable ground for termination.

ARTICLE XVIII
APPRENTICES/TRAINees/HELPERS/SUBJOURNEMEN

Section 1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the EMPLOYER will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 2. The UNIONS and EMPLOYERS agree to the maximum possible use of apprentices, pre-apprentices, helpers, or other subjourneymen classification as applicable to each craft to do work within their craft jurisdiction. The combined employment of non-journeymen classifications shall not exceed thirty-three and one third percent (33 1/3%) of the craft work force.

ARTICLE XIX
WELDER CERTIFICATION

When the EMPLOYER requests welders possessing specific certifications, the UNIONS shall, when available, refer welders possessing such current certifications regardless of their position on the out of work list. When reporting for work, the applicant shall have in his possession a current recognized certificate. If the job to be performed requires additional certification of any kind, the EMPLOYER shall pay for all expenses involved in such test including wages and cost of test, and shall (after 30 days of employment, or completion of the job) provide the employee and the UNION with a copy of the certification.

ARTICLE XX
GENERAL WORKING CONDITIONS

Section 1. Employment begins and ends at the job site.

Section 2. The selection of craft foremen and general foremen including the number of foremen required shall be entirely the responsibility of the EMPLOYER, it being understood that in the selection of such foremen the EMPLOYER will give primary consideration to the qualified individuals available in the local area. After giving such consideration, the EMPLOYER may select such craft individuals from other areas. Foremen and general foremen shall take orders from the designated EMPLOYER representatives.

Section 3. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

Section 4. The parties reaffirm their policy of a fair day's work for a fair day's pay. Any violation of work starting and stopping times will be grounds for termination. Employees shall be at the place of work designated by the EMPLOYER at the starting time and shall remain at their place of work until quitting time except where the OWNER'S security and/or job requirements require employees to report to work or quit their work at different locations. The EMPLOYER agrees to provide adequate time at the end of each shift for picking up tools.

Section 5. There shall be no limit to the number of work classifications or pieces of equipment employees can work within their craft when qualified to perform the work.

Section 6. Local practices not a part of this AGREEMENT shall not be recognized.

Section 7. The UNION shall not coerce nor in any way interfere with the OWNER'S personnel, operation or facilities at the site. The OWNER'S right to contract directly with other companies for work at the site shall not be limited, and the UNION shall cooperate and not interfere with the EMPLOYER'S operations.

Section 8. The EMPLOYER shall determine the need for overtime and will have the specific right to assign employees to work overtime, including the use of partial crews. The EMPLOYER will designate when employees will work any and all overtime. If overtime is worked, the EMPLOYER will make a reasonable effort to distribute overtime on an equitable basis wherever practicable.

Section 9. There will be no rest period, organized coffee breaks or other non-working time established during working hours.

Section 10. Slowdowns/Featherbedding - Slowdowns, stand-by crews, and make-work practices shall not be tolerated. There will be no stand-by crews or personnel. Start-up, checkout, and operation of process equipment and systems is the responsibility of the EMPLOYER and the OWNER. Manpower requirements, startup and acceptance procedures for these operations will be determined by the EMPLOYER and OWNER.

Section 11. Seniority shall not be recognized or applied to employees working on projects under this AGREEMENT. Continuing employment is contingent upon the skill, productivity and qualification of the employee.

Section 12. The EMPLOYER shall establish such reasonable project rules as the EMPLOYER deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the EMPLOYER, and may be amended thereafter as necessary. EMPLOYERS and the UNIONS agree to conform to all security regulations and requirements of the OWNER.

Section 13. Adequate facilities will be provided for employees in which to dry their clothes and eat their lunches. These facilities shall be adequately heated and shall not be used for storing supplies, tools, or equipment to the extent that the facilities are rendered unsuitable for the intended use.

ARTICLE XXI
SAFETY AND HEALTH

Section 1. The EMPLOYER acknowledges their responsibility to comply with all applicable laws, ordinances and regulations relating to safety and health. No employee will be required to perform any work in an unsafe manner or unsafe condition.

Section 2. The employees covered by the terms of this AGREEMENT shall at all times be bound by the safety rules and regulations as established by the EMPLOYER in accordance with the Department of Energy safety rules and regulations. Any employee's failure to comply with the safety requirements heretofore referred to, or failure to participate and cooperate in such program shall be cause for discharge.

Section 3. The UNIONS agree that all employees will be required to use all required safety equipment and all required protective clothing supplied by the EMPLOYER. Failure or refusal to use such protective equipment is cause for discharge.

Section 4. It will not be a violation of this AGREEMENT, when the EMPLOYER considers it is necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the EMPLOYER requests employees to standby, the employees will be compensated for the "standby" time. Employees shall not be discharged for refusing to work in the above described situations.

ARTICLE XXII
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the EMPLOYER. The EMPLOYER will be responsible to cover the costs of the full prior agreed inventory of employee tools lost because of fire, flood or theft. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the EMPLOYER upon the presentation of satisfactory evidence. The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the EMPLOYER by individuals of his choice. It is further agreed that the EMPLOYER may designate and operate centrally controlled tool rooms, warehouses, and storage areas, and that employees required for such operations will be at the EMPLOYER'S sole discretion. This article is not intended to alter traditional craft jurisdictional claims.

All employees will comply with the security procedures established by the EMPLOYER.

ARTICLE XXIII
JURISDICTIONAL DISPUTES

Section 1. The parties hereto agree that all jurisdictional disputes over division of work with crafts affiliated with the Building and Construction Trades Department, AFL-CIO, will be assigned and settled in accordance with the procedural rules and regulations of the Impartial Jurisdictional Disputes Board under the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1977 or any successor plan. All signatory contractors agree to be stipulated to the procedures of the Impartial Jurisdictional Disputes Board for work performed under this AGREEMENT.

Section 2. In the event of any dispute as to jurisdiction of work covered by the terms of this AGREEMENT being claimed by UNIONS other than those affiliated with the Building and Construction Trades Department, AFL-CIO, then such disputes shall be referred to the International Unions involved, for determination by whatever procedure they may adopt and work shall proceed as assigned by the individual EMPLOYER until such determination by the International Unions. Any given jurisdictional determination shall be implemented immediately by the individual EMPLOYER involved.

Section 3. There shall be no strikes, work stoppages, or other interferences with the work by reason of jurisdictional disputes.

ARTICLE XXIV
GRIEVANCE PROCEDURE

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this AGREEMENT, excluding questions of jurisdiction of work, which shall be adjusted pursuant to Article XXIII, Jurisdictional Disputes, said disputes shall be settled in accordance with the procedures set out herein. No such grievance shall be recognized unless called to the attention of the EMPLOYER by the UNION or to the attention of the UNION by the EMPLOYER in writing or postmarked within ten (10) working days after the alleged violation was committed.

Employees must notify their UNION within three (3) working days of the alleged violation.

Section 2. Grievances shall be settled according to the following procedure.

Step 1: The written disputes shall be referred to the Representative of the UNION involved or his designated representative and the EMPLOYER'S designated representative.

Step 2: In the event that the Representative of the UNION and the EMPLOYER'S designated representative cannot reach agreement within five (5) working days after a meeting is arranged and held, the matter shall be referred to the representative of the International Union and the designated representative of the EMPLOYER.

Step 3: In the event that the Representative of International Union and the EMPLOYER'S Representative are unable to resolve the dispute within ten (10) calendar days after completion of Step 2, it shall be adjusted by arbitration in the manner hereinafter set forth.

The EMPLOYER or his designated representative and the UNION shall then select an arbitrator for final and binding arbitration. The impartial arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service in accordance with their procedures. The written decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this AGREEMENT. The expense of the impartial arbitrator shall be borne equally by the EMPLOYER and the UNION.

Step 4: The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing, within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

ARTICLE XXV
NO STRIKE/NO LOCKOUT

Section 1.

(A) The UNIONS agree that there will be no strike or other collective action which will interfere with, or stop, the efficient operation of construction work of the EMPLOYER. Participation by an employee or group of employees, in an act violating the above provision will be cause for discharge by the EMPLOYER. If there is a strike, work stoppage, or picket line in violation of the AGREEMENT by any craft, it is agreed that the other crafts will be bound to ignore such action and continue to man the project without interruption.

The EMPLOYER agrees that he will not lock out the UNION during the term of this AGREEMENT.

(B) The EMPLOYER may suspend a portion of the work or shutdown a project in the event of a slowdown by one or more UNIONS or partial or complete work stoppage by one or more UNIONS.

Section 2.

This "No Strike-No Lockout" commitment is based upon the agreement of the parties to be bound by the grievance and arbitration procedures of this AGREEMENT.

ARTICLE XXVI
SAVINGS CLAUSE

This AGREEMENT is intended to be in conformity with all applicable rules and regulations including, but not limited to, Federal, State and local statutes or a decision by a court of competent jurisdiction. Should any conflict occur between any provision of this AGREEMENT and the terms of any of the above, subject provision shall become null and void and the EMPLOYER and the UNIONS will enter into negotiations to bring such a provision into conformance with the law, rule, or regulation. However, all other provisions of this AGREEMENT not in conflict with any of the above shall not be annulled or superseded and shall remain in full force and effect.

ARTICLE XXVII
DURATION

THIS AGREEMENT shall be effective as of the 10th day of September, 1984, and shall continue from year to year thereafter unless the EMPLOYERS or the UNIONS give written notice to the other of a desire to amend this AGREEMENT. Such written notice must be given not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 10th day of September, 1984.

EMPLOYER:

J. A. JONES CONSTRUCTION SERVICES
COMPANY

s/A. L. PURTILL
A. L. PURTILL
PRESIDENT

MORRISON-KNUDSEN COMPANY, INC.

s/J. MARTIN BRENNAN
J. MARTIN BRENNAN
DIRECTOR OF INDUSTRIAL RELATIONS -
FIELD CONSTRUCTION

UNION:

BUILDING AND CONSTRUCTION TRADES,
AFL-CIO

s/ROBERT A. GEORGINE
ROBERT A. GEORGINE
PRESIDENT

s/JOSEPH F. MALONEY
JOSEPH F. MALONEY
SECRETARY - TREASURER

AND ITS INTERNATIONAL UNIONS

INTERNATIONAL ASSOCIATION OF HEAT
AND FROST INSULATORS AND
ASBESTOS WORKERS

s/ANDREW T. HASS

INTERNATIONAL BROTHERHOOD OF BOILER-
MAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS

s/HENRY GERTZ

INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTSMEN

s/JOHN T. JOYCE

UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

s/PATRICK J. CAMPBELL

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

s/CHARLES H. PILLARD

INTERNATIONAL UNION OF OPERATING
ENGINEERS

s/J. C. TURNER

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL
IRON WORKERS

s/JOHN H. LYONS

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA

s/ANGELO FOSCO

TILE, MARBLE, TERRAZZO, FINISHERS
AND SHOPMEN INTERNATIONAL UNION

s/PASCAL DI JAMES

INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES

s/WILLIAM A. DUVAL

OPERATIVE PLASTERERS' AND CEMENT
MASONS' INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA

s/MELVIN H. ROOTS

UNITED UNION OF ROOFERS, WATER-
PROOFERS AND ALLIED WORKERS

s/CARLTON PENICK

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION

s/EDWARD J. CARLOUGH

UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING
AND PIPE FITTING INDUSTRY OF
THE UNITED STATES AND CANADA

s/MARVIN J. BOEDE

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA

s/WELDON L. MATHIS

BOILERMAKERS
PAGE 1 OF 1
EFFECTIVE DATE: 9/2/91

BOILERMAKERS

APPENDIX A

WAGE RATES

9/2/91

General Foreman	Rate to be negotiated
Foreman	22.07
Assistant Foreman	21.32
Boilermaker/Blacksmith	20.82

FRINGE PAYMENTS

9/2/90

Health and Welfare	2.15
Pensions (per hour)	1.25
Apprenticeship (per hour)	0.10
Vacation (per hour)	1.50

APPRENTICE RATES

PERCENTAGE OF
JOURNEYMAN WAGE RATES

Period	Indentured before	Indentured after	Indentured After
	10/1/82	10/1/82	10/1/83
1st 6 months	70%	60%	50%
2nd 6 months	72-1/2%	65%	55%
3rd 6 months	75%	70%	60%
4th 6 months	77-1/2%	75%	65%
5th 6 months	80%	80%	70%
6th 6 months	85%	85%	75%
7th 6 months	90%	90%	85%
8th 6 months	95%	95%	95%

* \$.50 wage increase effective 9/2/90 was allocated to vacation per the Boilermaker's request.

BRICKLAYERS
PAGE 1 OF 1
EFFECTIVE DATE: 9/2/91

BRICK AND ALLIED CRAFTS

APPENDIX A

WAGE RATES

	<u>9/2/91</u>
Bricklayer, Blocklayer, Marble Mason, Brickmason Welder	\$18.06
Stone Masons and Cleaners, Pointers and Caulkers	18.06
Marble Mason, Inside	17.57
Tile Setters & Terazzo Workers	17.39

Foreman shall receive a minimum of 1.00 over the hourly rate of his particular classification.

FRINGE PAYMENTS

9/10/84

Masonry Industry Trust (Health & Welfare)	\$1.60
International Pension Trust	\$.20
Northwest Pension Plan	\$.20

APPRENTICE RATES

	Percentage of <u>Journeyman Wage Rates</u>
1st 6 months	50%
2nd 6 months	60%
3rd 6 months	70%
4th 6 months	80%
5th 6 months	85%
6th 6 months	90%

CARPENTERS
PAGE 1 OF 2
EFFECTIVE DATE: 9/2/91

APPENDIX A

WAGE RATE

CARPENTERS

<u>JOURNEYMEN CLASSIFICATION</u>	<u>9/2/91</u>
Carpenter	\$17.97
Sawfiler, Stationary Power Woodworking Tool Operator	18.12

MILLWRIGHTS AND MACHINE ERECTORS

<u>JOURNEYMEN CLASSIFICATIONS</u>	<u>9/2/91</u>
Millwrights & Machine Erector	\$18.47

PILEDRIVERS

<u>JOURNEYMAN CLASSIFICATIONS</u>	<u>9/2/91</u>
Piledriver	\$17.97
Boom Man	18.07

DIVERS

Base pay for Divers in water not to exceed fifty (50) fee shall be:

<u>EFF. DATE</u>	<u>HOURLY</u>	<u>4 HOURS</u>	<u>8 HOURS</u>
9/2/91	44.03	176.12	352.24

6/1/81: Divers only:

1. The rate to be computed using the formula of 2.45 times the Piledriver hourly base wage scale.
2. All other classifications to receive the same hourly rate as negotiated as applied to the Piledriver hourly wage scale.

CARPENTERS
 PAGE 2 OF 2
 EFFECTIVE DATE: 10/1/91

REVISED:
 11/18/91

CEMENT MASONS
 PAGE 1 OF 2
 EFFECTIVE DATE: 9/2/91

The wage rate for TENDERS shall be:

<u>CLASSIFICATION</u>	<u>9/2/91</u>
Tenders	\$21.32
Diving Master	28.34

FOREMAN: Foreman shall receive \$1.00 per hour above the highest paid Journeyman wage classification working under him.

GENERAL FOREMAN: General Foreman shall receive \$2.00 per hour above the highest paid Journeyman wage classification working under him.

FRINGE PAYMENTS

10/1/91

Health and Security	\$1.91
Pension	1.80
Apprenticeship and Training	.20
Vacation (deduct from net wages)	(.50)

APPRENTICE RATES

CARPENTERS

First Period - 3 months - 60%	Fifth Period - 6 months - 80%
Second Period - 3 months - 65%	Sixth Period - 6 months - 85%
Third Period - 6 months - 70%	Seventh Period - 6 months - 90%
Fourth Period - 6 months - 75%	Eighth Period - 12 months - 95%

MILLWRIGHT & MACHINE ERECTOR

First year	-	70% of Journeyman Rate
Second year	-	75% of Journeyman Rate
Third year	-	85% of Journeyman Rate
Fourth year	-	95% of Journeyman Rate

CEMENT MASONS
APPENDIX A
CLASSIFICATIONS

GROUP I

- Rodding, Tamping, Floating, Troweling, Patching, Stoning, Rubbing, Sack Rubbing
- All exposed aggregate finishing
- Setting of screeds, screed forms, curb & gutter & sidewalk forms
- Preparation of all concrete for caulking of the joints and the caulking of expansion joints
- Preparation of concrete for the application of hardners, sealers and curing compounds and their application
- Grouting and dry packing of machine base
- Removal of snap ties and she bolts prior to patching of concrete

GROUP II

- Power Troweling Machine Operator
- Troweling of magnesite, torganal or material with epoxy bases of oxichloride base
- All Power Grinders, Bushing Hammer, Chipping Gun
- All sandblasting for architectural finishes and exposing of aggregate for finish
- Concrete Sawing and Cutting for expansion joints and scoring for decorative patterns
- Operating of Clary-type Floats, Longitudinal Floats, Rodding Machines and Belting Machines
- Scarifiers
- Working on scaffolds

GROUP III

- Grinding, bushing or chipping of toxic materials or high density concrete
- Operating of power tools on a scaffold

CEMENT MASONS
PAGE 2 OF 2
EFFECTIVE DATE: 9/1/91

REVISED:
9/27/91

ELECTRICIANS
PAGE 1 OF 1
EFFECTIVE DATE: 9/1/91

REVISED:
10/17/91

WAGE RATES

9/2/91

GROUP I	\$17.07
GROUP II	17.57
GROUP III	18.07

FOREMAN: 1.00 per hour above highest paid man on his crew.

GENERAL FOREMAN: To be paid .50 per hour above the highest paid Foreman working under him.

FRINGE PAYMENTS

9/1/91

Health and Security	\$1.85
Pension	2.00
Training	.15
Credit Union	(1.75)
(Deduct from net wages)	

APPRENTICE RATES

ENROLLED BEFORE
OCTOBER 16, 1980

Hours & %

GROUP I: Base rate \$17.07

1000 - 80%	1000 - 60%
1000 - 85%	1000 - 70%
1000 - 90%	1000 - 80%
1000 - 95%	1000 - 90%

GROUP II: Base rate \$17.57

1000 - 80%	1000 - 60%
1000 - 85%	1000 - 70%
1000 - 90%	1000 - 80%
1000 - 95%	1000 - 90%

GROUP III: Base rate \$18.07

1000 - 80%	1000 - 60%
1000 - 85%	1000 - 70%
1000 - 90%	1000 - 80%
1000 - 95%	1000 - 90%

ELECTRICIANS
APPENDIX A

WAGE RATES

9/2/91

General Foreman (20% above Journeyman)	\$25.45
Foreman (10% above Journeyman)	23.33
Journeyman Wireman	21.21
Journeyman Technician	21.21
Journeyman Wireman Welder (10% above Journeyman)*	23.33
Journeyman Wireman Cable Splicer (5% above Journeyman)**	22.27
Vacation allowance deduct 10%	

* Journeyman Wireman when Welding - Certified welding will be paid for at ten (10%) percent above Journeyman Wireman rate for a certified Journeyman Wireman when welding for a minimum of two (2) hours.

** Journeyman Wireman Cable Splicer - Cable splicing and stress cones by whatever method on voltage over 2300 volts will be paid for at the rate of five (5%) percent above Journeyman Wireman rate for a minimum of two (2) hours.

FRINGE PAYMENTS

9/1/91

Health and Welfare	\$1.51
Pension - National (NEBF)	3%***
Pension Money Purchase Plan	3.30***
Apprentice Training	.30***
Vacation (Deduct from Wages)	10%***

*** There will be no contributions made for first year apprentices. The contributions commence in the first half of the second year, for those apprentices indentured after July 1, 1987.

APPRENTICE RATES

APPRENTICES INDENTURED
PRIOR TO JULY 1, 1987

1st 1000 hours - 45%
2nd 1000 hours - 50%
3rd 1000 hours - 55%
4th 1000 hours - 65%
5th 1000 hours - 70%
6th 1000 hours - 75%
7th 1000 hours - 80%
8th 1000 hours - 85%

APPRENTICES INDENTURED
AFTER JULY 1, 1987

0 - 1000 hours - 1st period - 45%
1000 - 2000 hours - 2nd period - 50%
2000 - 3500 hours - 3rd period - 55%
3500 - 5000 hours - 4th period - 65%
5000 - 6500 hours - 5th period - 75%
6500 - 8000 hours - 6th period - 85%

INSULATORS
PAGE 1 OF 1
EFFECTIVE DATE: 9/2/91

INSULATORS
APPENDIX A
WAGE RATES

9/2/91

Journeyman \$21.30
Foreman - 10% above the Mechanic's base rate of pay
General Foreman - \$25.56

FRINGE PAYMENTS

8/1/90

Pension 2.66
Occupational Health .07
Health and Welfare 2.04
Apprenticeship .06
Credit Union (deduct) 2.25 or 3.50 (option of employee)

APPRENTICE RATES

1st year 60% of Mechanics Base Rate
2nd year 70% of Mechanics Base Rate
3rd year 80% of Mechanics Base Rate
4th year 90% of Mechanics Base Rate

IRONWORKERS
PAGE 1 OF 1
EFFECTIVE DATE: 10/21/91

IRONWORKERS
APPENDIX A

WAGE RATES

CLASSIFICATIONS 10/21/91

Structural Ironworkers, \$17.92
Ornamental Ironworkers,
Machinery Mover, Machine Erector,
Riggers, Signal Men,
Welders & Burners, Fence Erectors
Sheeters, Reinforcing Ironworkers

FOREMEN: \$1.50 per hour over journeyman rate

GENERAL FOREMAN: \$2.50 per hour over journeyman rate

FRINGE PAYMENTS

10/21/91

Health and Welfare 2.61
Pension 2.65
Apprenticeship .25
Annuity .99

VACATION: Deduct from Net Wages - \$1.50 per hour

APPRENTICE RATES

1st 6 months 60% of Journeyman Ironworker Rates
2nd 6 months 80% of Journeyman Ironworker Rates
2nd year 90% of Journeyman Ironworker Rates
3rd year 95% of Journeyman Ironworker Rates

REVISED:
10/18/91

LABORERS
PAGE 1 OF 4
EFFECTIVE DATE: 9/2/91

LABORERS
APPENDIX A
CLASSIFICATIONS

GROUP I

Brush Hog Feeder
Carpenter Tender
Cement Handler
1 Concrete Crewman
Concrete Signalman
2 Crusher Feeder
2 Demolition
Dumpman
3 Fence Erector
Flagman
Form Cleaning Machine Feeder,
Stacker
General Laborer
Group Machine Header Tender

5 Miner, Class "A"
Nipper
Riprap Man
Sandblast Tailhoseman
Scaffold Erector, wood or steel
Scaleman
Stake Jumper
4 Structural Mover
Tailhoseman (water nozzle)
Timber Bucker & Faller (by hand)
Track Laborer (RR)
Truck Loader
Well-Point Man
Window Cleaner

1 TO INCLUDE: Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine - 6 inches and smaller.

2 TO INCLUDE: Clean-up, burning, loading, wrecking & salvage of all material.

3 TO INCLUDE: Guard rails, guide and reference posts, sign posts, and right-of-way markers.

4 TO INCLUDE: Separating foundation, preparation, cribbing, shoring, jacking and unloading of structures.

5 TO INCLUDE: Bull Gang, Concrete Crewman, Dumpman and Pumpcrete Crewman, including distributing pipe, assembly & dismantle, and Nipper.

GROUP II

Asphalt Raker
Asphalt Roller, walking
Cement Finisher Tender
Concrete Saw, walking
Demolition Torch
Dope Pot Fireman, non-mechanical
Driller Helper (when required
move & position machine)
Form Setter, paving
Grade Checker Using Level,
Optional
Jackhammer Operator

Pipelayer, multi-section
Pot Tender
Powderman Helper
Power Buggy Operator
Power Tool Operator, gas, electrical,
pneumatic
Railroad Equipment, power driven,
except dual mobile power spiker
or puller
Railroad Power Spiker or Puller,
dual mobile
Rodder & Spreader

LABORERS
PAGE 2 OF 4
EFFECTIVE DATE: 9/2/91

GROUP II (cont.)

3 Miner, Class "B"
1 Nozzleman
Nozzleman, water, air or steam
Pavement Breaker, under 90 lbs.
Pipelayer, Corrugated Metal
Culvert

2 Tamper
Trencher, Shawnee
Tugger Operator
Wagon Drills
Wheelbarrow, power driven
Water Pipe Liner

1 TO INCLUDE: Squeeze and Flow-crete nozzle.
2 TO INCLUDE: Operation of Barco, Essex & similar tampers.
3 TO INCLUDE: Brakeman, Finisher, Vibrator, and Form Setter.

GROUP III

Air Track Drill
1 Bit Grinder
Brush Machine
Caisson Worker, free air
2 Chain Saw Operator & Faller
Concrete Stack
3 Gunit
High Scaler
4 Hod Carrier
Laser Beam Operator

7 Miner, Class "C"
Monitor Operator, air track or
similar mounting
Mortar Mixer
5 Nozzleman
Pavement Breaker, 90 lbs. & over
6 Pipelayer
Pipewrapper
Vibrators, All

1 TO INCLUDE: Horizontal construction joint clean-up brush machine, power propelled.

2 TO INCLUDE: Laborers when working on free standing concrete stacks for smoke or fume control above 40 feet high.

3 TO INCLUDE: Operation of machine and nozzle.

4 TO INCLUDE: Grade Checkers and elevation control.

5 TO INCLUDE: Jet blasting nozzleman, over 1200 lbs., jet blast machine power-propelled, sandblast nozzle.

6 TO INCLUDE: Working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper.

7 TO INCLUDE: Miner, Nozzleman for concrete, and Laser Beam Operator on tunnels.

GROUP IV

1 Drills with dual masts
Miner, Class "D"
Welder, electric, manual or automatic

1 TO INCLUDE: Raise and Shaft Miner, Laser Beam Operator on raises and shafts.

LABORERS
PAGE 3 OF 4
EFFECTIVE DATE: 1/1/92

REVISED:
12/10/91

LABORERS
PAGE 4 OF 4
EFFECTIVE DATE: 9/2/91

GROUP V

Powderman

GROUP VI

Sand Hogs

NEW ENTRANT TRAINING PROGRAM
(PERCENT COMPUTED ON GROUP I RATES)

9/2/91

Trainee	I	0 to 750 hours - 60%	\$ 9.17
Trainee	II	751 to 1500 hours - 70%	10.70
Trainee	III	1501 to 2250 hours - 80%	12.23
Trainee	IV	2251 to 3000 hours - 90%	13.76

WAGE RATES

	9/2/91
GROUP I	\$15.29
GROUP II	15.54
GROUP III	15.79
GROUP IV	16.04
GROUP V	16.29

GROUP VI SAND HOGS (Under Compressed Air Conditions)

LBS.	HRS. WORK	OT DIV.	9/2/91
1-14	6	7-1/2	\$133.12
14-28	6	7-1/2	137.82
18-25	4	7-1/2	137.82
18-22	6	10	158.07
22-26	4	7-1/2	142.02
26-32	4	7-1/2	144.42
32-38	3	7-1/2	147.12
38-44	2	7-1/2	148.42

Outside Lock &
and Gauge Tender \$125.52

FOREMAN: 1.00 above highest group supervised

GENERAL FOREMAN: 1.50 (.50 above the highest Foreman)

FRINGE PAYMENTS

1/1/92

Health and Security	\$1.85
Pension	1.42
Training	.20
Credit Union	(1.00)
(deduct from net wages)	
Dues Check Off	(.35)
(deduct from net wages)	

OPERATING ENGINEERS
PAGE 1 OF 5
EFFECTIVE DATE: 9/2/91

OPERATING ENGINEERS

APPENDIX A

CLASSIFICATIONS

GROUP I

Bit Grinders
Bolt Threading Machine
Compressors (under 2000 CFM, gas, diesel or electric power)
Crusher Feeder (mechanical)
Deck Hand
Drillers Helper
Fireman & Heater Tender
Grade Checker
Helper, Mechanic or Welder, H.D.
Hydro-seeder, Mulcher, Nozzleman
Oiler
Oiler & Cable Tender, Mucking Machine
Pumpman
Rollers, all types on subgrade (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade
Steam Cleaner
Welding Machine

GROUP II

A-Frame Truck (single drum)
Assistant Refrigeration Plant (under 1000 ton)
Assistant Plant Operator, Fireman or Pugmixer (asphalt)
Bagley or Stationary Scraper
Belt Finishing Machine
Blower Operator (cement)
Cement Hog
Compressor (2000 CFM or over, 2 or more, gas, diesel or electric power)
Concrete Saw (multiple cut)
Distributor Leverman
Ditch Witch or similar
Elevator Hoisting Materials
Dope Pots (power agitated)
Fork Lift or Lumber Stacker, Hydra-lift & similar
Gin Trucks (pipeline)
Hoist, single drum
Loaders (bucket elevators and conveyors)
Longitudinal Float
Mixer (portable - concrete)
Pavement Breaker, Hydra-Hammer & similar
Power Broom
Railroad Ballast Regulation Operator (self-propelled)
Railroad Power Tamper Operator (self-propelled)
Railroad Tamper Jack Operator (self-propelled)
Spray Curing Machine (concrete)

OPERATING ENGINEERS
PAGE 2 OF 5
EFFECTIVE DATE: 9/2/91

GROUP II (Cont'd)

Spreader Box (self-propelled)
Straddle Buggy (Ross & Similar on construction job only)
Tractor (Farm type R/T with attachments, except Backhoe)
Tugger Operator

GROUP III

A-Frame Truck (2 or more drums)
Assistant Refrigeration Plant & Chiller Operator (over 1000 ton)
Backfillers (Cleveland & similar)
Batch Plant & Wet Mix Operator, single unit (concrete)
Belt-Crete Conveyors with power pack or similar
Belt Loader (Kocal or similar)
Bend Machine
Bob Cat
Boring Machine (earth)
Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar)
Bump Cutter (Wayne, Saginaw or similar)
Canal Lining Machine (concrete)
Chipper (without crane)
Cleaning & Doping Machine (pipeline)
Deck Engineer
Elevating Belt-type Loader (Euclid, Barber Green & similar)
Elevating Grader-type Loader (Dumor, Adams or similar)
Generator Plant Engineers (diesel electric)
Gunite Combination Mixer & Compressor
Locomotive Engineer
Mixermobile
Posthole Auger or Punch
Pump (grout or jet)
Soil Stabilizer (P & H or similar)
Spreader Machine
Tractor (to D-6 or equivalent) and Traxcavator
Traverse Finish Machine
Turnhead Operator

GROUP IV

Blade Operator (motor patrol & attachments)
Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar)
Curb Extruder (asphalt or concrete)
Drills (churn, core, calyx or diamond)
Equipment Serviceman, Greaser & Oiler
Hoist (2 or more drums or Tower Hoist)
Loaders (overhead & front-end, under 4 yds R/T)
Refrigeration Plant Engineers (under 1000 ton)
Rubber-tire Skidders (R/T with or without attachments)
Screed Operator
Surface Heater & Planer Machine
Trenching Machines (under 7 ft. depth capacity)
Turnhead (with re-screening)
Vacuum Drill (reverse circulation drill under 8" bit)

OPERATING ENGINEERS
PAGE 3 OF 5
EFFECTIVE DATE: 9/2/91

GROUP V

Drilling Equipment (8" bit & over) (Robbins, reverse circulation & similar)
Hug Ram
Paving (dual drum)
Railroad Track Liner Operator (self-propelled)
Refrigeration Plant Engineer (1000 tons & over)
Signalman (Whirleys, Highline, Hammerheads or similar)

GROUP VI

Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R. A. Hansen & similar on grade wire)
Backhoe (under 1 yd)
Batch Plant (over 4 units)
Batch & Wet Mix Operator (multiple units, 2 & incl. 4)
Boat Operator
Cableway Controller (dispatcher)
Crane (25 tons and under)
Derricks & Stifflegs (under 65 tons)
Drill Doctor
Multiple Dozer Units with single blade
Paving Machine (asphalt and concrete)
Piledriving Engineers
Rollerman (finishing pavement)
Trenching Machines (7 ft. depth & over)

GROUP VII

Asphalt Plant Operator
Backhoes (1 yd. to 3 yds.)
Blade (finish & bluelop) Automatic, CHJ, ABC & similar when used as automatic
Boom Cats (side)
Cableway Operators
Clamshell Operator (under 3 yds.)
Concrete Slip Form Paver
Cranes (over 25 tons, including 45 tons)
Crusher, Grizzle & Screening Plant Operator
Draglines (under 3 yds.)
Elevating Belt (holland type)
Gradeall (1 yd. to 3 yds.)
H. D. Mechanic
H. D. Welder
Loader Operator (front-end & overhead, 4 yds, incl. 8 yds.)
Mucking Machine
Quad-track or similar equipment
Rubber-tired Scrapers
Shovels (under 3 yds.)
Tractors (D-6 & equivalent & over)

OPERATING ENGINEERS
PAGE 4 OF 5
EFFECTIVE DATE: 9/1/91

REVISED:
9/27/91

GROUP VIII

Backhoes (3 yds. & over)
Cranes (over 45 tons, and ALL climbing, rail & tower)
Clamshell Operator (3 yds. & over)
Derricks & Stifflegs (65 tons & over)
Draglines (3 yds & over)
Loader (360 degrees revolving Koehring Scooper or similar)
Loaders (overhead & front-end, over 8 yds)
Helicopter Pilot
Shovels (3 yds. & over)
Whirleys & Hammerheads, ALL

GROUP IX

Transi-Lift

ALL CRANE BOOMS, INCLUDING TOWER CRANES:

Measure from center of rotation to center of shaft
(radius): 130' to 200' .30 hr. Additional to classification
Over 200' .60 hr. Additional to classification

WAGE RATES

9/2/91

Group I	\$15.93
Group II	16.23
Group III	16.78
Group IV	16.93
Group V	17.08
Group VI	17.33
Group VII	17.58
Group VIII	18.23
Group IX	19.98

FOREMAN: Shall be paid one dollar (1.00) per hour over the scale of the highest scale supervised.

FRINGE PAYMENTS

	<u>9/1/91</u>	<u>6/1/92</u>	<u>6/1/93</u>
Health and Security	\$1.90	\$2.15	\$2.30
Pension	2.50		
Apprenticeship & Training	.10		

OPERATING ENGINEERS
PAGE 5 OF 5
EFFECTIVE DATE: 9/2/91

APPRENTICE RATES

<u>BASE RATE:</u> (Group VI)	<u>9/2/91</u>
65% 1000 Hours	\$11.26
70% 1000 Hours	12.13
75% 1000 Hours	13.00
80% 1000 Hours	13.86
85% 1000 Hours	14.73
90% 1000 Hours	15.60

PAINTER
PAGE 1 OF 1
EFFECTIVE DATE: 9/2/91

PAINTERS

APPENDIX A

WAGE RATES

	<u>9/2/91</u>
Journeyman Painters	\$16.34
Taper Finishers	16.59
Spray Painters, Steel Painters, Steam Cleaning, Acid Etching, Sign Writers	16.84

Foreman shall be paid an additional ten percent (10%) over and above the average rate of pay of those journeymen working under his supervision.

FRINGE PAYMENTS

	<u>12/1/90</u>
Health and Welfare	\$1.30*
Pension	1.30
Apprenticeship	.03

This District Council No. 54 Administration Fee check-off shall be 3% of the current Painters' basic wage, which is deducted from the wages, computed on actual hours worked.

APPRENTICE RATES

Painting Apprentices

1st 6 months' period	50% of Journeyman's Wages
2nd 6 months' period	55% of Journeyman's Wages
3rd 6 months' period	60% of Journeyman's Wages
4th 6 months' period	70% of Journeyman's Wages
5th 6 months' period	80% of Journeyman's Wages
6th 6 months' period	90% of Journeyman's Wages
Thereafter	100% of Journeyman's Wages

Taping Apprentices

1st 3 months' period	50% of Journeyman's Wages
2nd 3 months' period	60% of Journeyman's Wages
3rd 3 months' period	75% of Journeyman's Wages
4th 3 months' period	85% of Journeyman's Wages
5th 3 months' period	90% of Journeyman's Wages
6th 3 months' period	95% of Journeyman's Wages
Thereafter	100% of Journeyman's Wages

* Any future increases to the Union's Health and Welfare contributions required under the maintenance of benefits provision of this agreement will be deducted from the hourly wage rate until such wage reductions reach a total of seven cents (\$0.07) per hour.

PIPEFITTER
PAGE 1 OF 1
EFFECTIVE DATE: 9/2/91

PIPEFITTERS
APPENDIX A
WAGE RATES

Basic Hourly Rate Effective: 9/2/91
Basic Hourly Wage Rate \$19.73
Vacation 2.75

Vacation pay shall be included in the basic rate for all computation of overtime, shift differential, working dues, or any rate of pay for all employees covered by this agreement.

FOREMAN: 10% above basic rate inclusive of vacation.

GENERAL FOREMAN: 20% above basic rate inclusive of vacation.

DUES CHECK-OFF TO 598: 1-1/2% of basic hourly rate inclusive of vacation, including overtime rate of basic hourly wage rate inclusive of vacation.

FRINGE PAYMENTS

11/1/87
Medical & Dental 2.50
National Pension 1.10
State Pension 1.05
JATC* .26

* Includes 8¢ to National UA/NCA Training Trust Fund.

APPRENTICE RATES

Apprentices shall receive a basic hourly wage rate based upon a percentage of the established basic hourly wage rate for journeymen employed within the bargaining unit and vacation pay as indicated below:

APPRENTICE TIME	PERCENTAGE	VACATION
First six months	35%	1.00/hr
Second six months	40%	1.00/hr
Third six months	50%	1.00/hr
Fourth six months	55%	1.00/hr
Fifth six months	60%	2.75/hr
Sixth six months	65%	2.75/hr
Seventh six months	70%	2.75/hr
Eighth six months	80%	2.75/hr
Ninth six months	85%	2.75/hr
Tenth six months	95%	2.75/hr

ROOFERS
PAGE 1 OF 1
EFFECTIVE DATE: 9/2/91

ROOFERS
APPENDIX A
WAGE RATES

CLASSIFICATION 9/2/91
Foreman 18.46
Journeyman 16.78

Foreman: 10% over highest paid classification

FRINGE PAYMENTS

6/1/90
Health & Security 1.70
Pension 1.20
JATC .15

Dues: 38.00 per month

APPRENTICE RATES

Apprentice 95%
Apprentice 90%
Apprentice 85%
Apprentice 80%
Apprentice 75%
Apprentice 70%
Pre-Apprentice 60%

SHEETMETAL
PAGE 1 OF 2
EFFECTIVE DATE: 1/1/92

REVISED:
2/6/92

SHEETMETAL
PAGE 2 OF 2
EFFECTIVE DATE: 9/2/91

SHEETMETAL

APPENDIX A

WAGE RATES

	9/2/90	9/1/91	9/2/91
Journeyman	\$18.76	\$18.70	\$19.35

FOREMAN: Journeyman Scale Plus 10%

GENERAL FOREMAN: Journeyman scale plus 20%

FRINGE PAYMENTS

JOURNEYMEN	1/1/92
Health and Welfare	1.70
Northwest Pension	1.10
National Pension	.88
SASMI Fund 3%	3%
International Trust	.36
Local Training Fund	.26
National Training Fund	.10
Vacation (Deduct)	1.02

APPRENTICES	1/1/92
Health and Welfare	1.70
Northwest Pension	1.10**
National Pension	.88*
SASMI Fund 3%	3%*
International Trust	.36*
Local Training Fund	.26
National Training Fund	.10
Apprentice Vacation (Deduct)	.52***

* There will be no contributions for first year apprentices. The contributions commence in the first half of the second year (50%) for all such apprentices.

** No contributions to the local Pension Plan will be made by the Contractor for Sheet Metal Apprentices until such apprentice begins the first half of the fourth year (70%), at which time the Contractor will pay the above applicable rate of contribution.

*** No vacation will be deducted for apprentices until the beginning of the second year (50%) unless it is requested in writing.

APPRENTICE RATE

Effective 6/1/90

1st 6 months	40%
2nd 6 months	45%
3rd 6 months	50%
4th 6 months	55%
5th 6 months	60%
6th 6 months	65%

7th 6 months	70%
8th 6 months	75%
9th 6 months	80%
10th 6 months	85%
then to 100% on completion of apprenticeship	

SPRINKLER FITTERS
PAGE 1 OF 1
EFFECTIVE DATE: 9/2/91

SPRINKLER FITTERS

APPENDIX A

WAGE RATES

9/2/91

Journeyman \$20.47

Foreman: The rate of wage for foremen shall be one dollar and twenty-five cents (\$1.25) per hour above the Journeyman's rate

FRINGE PAYMENTS

JOURNEYMEN

1/1/91

Health and Welfare 2.65
National Pension 1.60
Local Training Fund .10

APPRENTICE RATES

All Apprentices shall be paid a progressive increasing rate of wage based upon the following schedule:

	Percentage of <u>Journeyman Rate</u>
Class 1	45%
Class 2	50%
Class 3	55%
Class 4	60%
Class 5	65%
Class 6	70%
Class 7	75%
Class 8	80%

TEAMSTERS
PAGE 1 OF 4
EFFECTIVE DATE: 9/2/91

TEAMSTERS

APPENDIX A

CLASSIFICATIONS

GROUP I

Escort Driver or Pilot Car
Helper or Swamper
Pickup Hauling Employees or Material

GROUP II

Ambulance Driver (when in operation)
Fish Truck
Flat Bed Truck, single rear axle
Fork Lift, 3000 lbs. & under
Leverperson Loading Trucks at Bunkers
Mechanic Shop
Seeder & Mulcher
Stationary Fuel Operator
Team Driver
Tractor (small, rubber-tired, pulling trailer or similar equipment)
Water Tank Truck, up to 1800 gallons
Mechanic, Shop

GROUP III

Bus Driver or Employee haul
Flat Bed Truck, dual rear axle
Power Boat Hauling Employees or Material
Tireperson No. 1

GROUP IV

Buggy Mobile & Similar
Bulk Cement Tanker
Oil Tank Driver
Power Operated Sweeper
Straddle Carrier (Ross, Hyster & Similar)
Transite Mixers & Trucks Hauling Concrete: 3 yd. & under
Trucks, side, end & Bottom Dump: under 6 yds.
Water Tank Truck: 1801 - 4000 gallons

TEAMSTERS
PAGE 2 OF 4
EFFECTIVE DATE: 9/2/91

GROUP V

Auto Crane: 2000 lb. capacity
Bulk Cement Spreader
Dumpton: 6 yd. & under
Flat Bed Truck with Hydraulic System
Fork Lift: 3001-16,000 lbs.
Fuel Truck Driver, Steam Cleaner & Washer
Rubber-tired Tunnel Jumbo
Scissors Truck
Slurry Truck Driver
Transite Mixers and Trucks Hauling Concrete: over 3 yd. to & incl. 6 yd.
Water Tank Truck: 4001-6000 gallons
Wrecker & Tow Truck

GROUP VI

Burner, Cutter & Welder
Oil Distributor Driver (road, bootperson, leverperson, helper)
Service Greaser
Tireperson No. 2
Trucks, side, end & bottom dump: over 6 yds. to & incl. 12 yds.

GROUP VII

A-Frame
Warehouseperson
Water Tank Truck: 6001-8000 gallons

GROUP VIII

Dumpton, over 6 yd.
Semi-truck & Trailer, 50 ton and under lowboy
Transite Mixers & Trucks Hauling Concrete: over 6 yds. to & incl. 10 yds.
Trucks, side, end & bottom dump: over 12 yds. to & incl. 20 yds.

GROUP IX

Lowboy, over 50 ton
*Tractor with Steer Trailer
Truck-mounted Crane (with load bearing surface, either mounted or pulled)
Water Tank Truck: 8001-10,000 gallons

*Both Operators to receive same rate, and not to conflict with DW's & similar classification GR XII, pulling trailer

TEAMSTERS
PAGE 3 OF 4
EFFECTIVE DATE: 9/2/91

GROUP X

Flaherty Spreader Box Driver
Flowboys
Fork Lift: 16,000 lbs. & over
Semi-end Dumps
Transite Mixers & Trucks Hauling Concrete: over 10 yds. to & incl. 15 yds.
Trucks, side, end & bottom dump: over 20 yds. to & incl. 30 yds.
Water Tank Truck: 10,001 - 12,000 gallons

GROUP XI

Mechanic, Field

GROUP XII

Tournarocker, DW's & similar, with 2 or 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater
Transite Mixers & Trucks Hauling Concrete: over 15 yds. to & incl. 20 yds.
Trucks, side, end & bottom dump: over 30 yds. to & incl. 40 yds.
Water Tank Truck: 12,001 - 14,000 gallons

GROUP XIII

Transite Mixers & Trucks Hauling Concrete: over 20 yds.
Trucks, side, end & bottom dump: over 40 yds. to & incl. 50 yds.

GROUP XIV

Trucks, side, end & bottom dump: over 50 yds. to & incl. 100 yds.

GROUP XV

Trucks, side, end & bottom dump: over 100 yds.
Helicopter Pilot Hauling Employees or Materials

Truck-Tractor pulling 2 trailers - ADD 10¢ yardage scale (for second trailer)
Truck-Tractor pulling 3 trailers - ADD 20¢ yardage scale (for third trailer)
Truck pulling Farm, Tilt, Drop, Utility and Pole Trailer, except
Semi-Trucks or Low Boys - ADD 15¢ over yardage scale

TEAMSTERS
PAGE 4 OF 4
EFFECTIVE DATE: 9/2/91

TRAVEL- ALL CRAFTS
PAGE 1 OF 1

WAGE RATES

GROUP	9/2/91
I	\$14.26
II	16.45
III	16.49
IV	16.55
V	16.64
VI	16.85
VII	16.89
VIII	16.95
IX	16.99
X	17.10
XI	17.14
XII	17.45
XIII	17.59
XIV	17.75
XV	17.89

FOREPERSON OR DISPATCHER: 1.00 over highest classification supervised

FRINGE PAYMENTS

9/2/91

Health and Security	\$2.29
Pension	1.82
Training	.14

APPRENTICESHIP RATES

0 - 700 hours	70% Journeyman Rate
701 - 1400 hours	80% Journeyman Rate
1401 - 2100 hours	90% Journeyman Rate

APPENDIX "A"

HANFORD DAILY TRAVEL PAY

	700	3000	300	400	200-E	200-W	100
Asbestos Workers	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Boilermaker	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Brickmasons	7.00	7.00	7.00	10.00	10.00	10.00	10.00
Carpenters	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Cement Masons	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Electricians	-0-	-0-	10.00	10.00	10.00	10.00	10.00
Ironworkers	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Laborers	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Millwrights	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Operating Engineers	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Painters	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Pipefitters	3.64	7.56	9.10	10.00	10.00	10.00	10.00
Roofers	-0-	-0-	.57	10.00*	10.00*	10.00*	10.00
Sheet Metal Workers	-0-	-0-	5.81	10.00	10.00	10.00	10.00
Sprinkler Fitters	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Teamsters	9.00	9.00	9.00	10.00	10.00	10.00	10.00

* These rates apply to all jobs bid on or after October 1, 1985

APPENDIX "B"

(Sample)

Alternating 4 - 10 Hour Shifts (Two Shifts)

	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
1st Shift	A	A	A	A	B	B	B
2nd Shift	C	C	C	C	D	D	D
1st Shift	B	A	A	A	A	B	B
2nd Shift	D	C	C	C	C	D	D
1st Shift	B	B	A	A	A	A	B
2nd Shift	D	D	C	C	C	C	D
1st Shift	B	B	B	A	A	A	A
2nd Shift	D	D	D	C	C	C	C
1st Shift	B	B	B	B	A	A	A
2nd Shift	D	D	D	D	C	C	C
1st Shift	B	B	B	B	A	A	A
2nd Shift	D	D	D	D	C	C	C

A and B - Day Shifts

C and D - Second Shifts

PLAN FOR NOTIFYING EMPLOYEES
NOT TO REPORT TO WORK

The Hanford Administrative Committee, in accordance with Article XIII, Section 4., has determined that the following plan will be implemented by the EMPLOYER for the purpose of notifying employees covered by the Hanford Site Stabilization Agreement not to report to work.

The EMPLOYER will cause an announcement to be made over local radio stations broadcasting within the Tri-Cities and Yakima areas at least two hours prior to the employees regular starting time advising that construction operations are closed and that the EMPLOYERS' employees should not report to work.

A general announcement will be considered to apply to all employees of the EMPLOYER, and to all activities of the EMPLOYER, except for those employees and/or activities which are specifically identified as not being affected by the announcement.

Further, employees will recognize and adhere to a similar announcement issued by the OWNER, the U. S. Department of Energy, and will assume that such general announcements addressing the Hanford Site and/or Hanford employees will include employees of the EMPLOYERS.

The announcement will apply only to the shift immediately following the time of the announcement unless the announcement gives instructions to the contrary.

Every effort will be made by the EMPLOYER (or OWNER) to get the announcement on the following radio stations:

<u>TRI-CITIES</u>		<u>YAKIMA</u>
KALE - FM 95	KONA - AM 610	KUTI - AM 980
KZZK - FM 102.7	KORD - AM 870	KIT - AM 1280
KONA - FM 105.3	KIOK - AM 960	
KHWK - FM 106.5	KOTY - AM 1340	

HANFORD SITE STABILIZATION

TRANSITION AGREEMENT

THIS AGREEMENT, by and between Kaiser Engineers Hanford (hereinafter "EMPLOYER") and the Building and Construction Trades Department, AFL-CIO, and the International Unions affiliated therewith signatory hereto, and the International Brotherhood of Teamsters (hereinafter "UNIONS") shall be considered effective and binding as of the last date subscribed below.

WITNESSETH;

WHEREAS, EMPLOYER has recently been awarded a contract by the Federal Department of Energy to serve as engineer/constructor for projects undertaken at the Department of Energy's Hanford Reservation located in the State of Washington; and

WHEREAS, by virtue of the award of the above-described contract, EMPLOYER accedes to those interests previously held by J. A. Jones Construction Services Company ("JONES") in regard to the employment, both directly and through its wholly owned subsidiaries, of craft labor under the terms of the now-existing Hanford Site Stabilization Agreement; and

WHEREAS, both EMPLOYER AND UNIONS recognize that it is in the national interest to achieve a smooth transition of construction operations from JONES to Contractor without causing disruption or upset to those craft employees presently employed by JONES at the Hanford site; and

WHEREAS, EMPLOYER desires to become signatory to the Hanford Craft Stabilization Agreement, and, thereby, enjoy full right of participation in the negotiation of its terms and conditions, as well as oversee day-to-day administration of the Agreement as previously enjoyed by EMPLOYER'S predecessor JONES; and

WHEREAS, UNIONS desire to evidence their recognition of EMPLOYER as successor to those interests previously held by JONES under the terms of the Hanford Site Stabilization Agreement by virtue of its new contractual relationship with the Department of Energy;

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and promises set forth below, EMPLOYER AND UNIONS agree as follows:

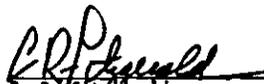
1. EMPLOYER is hereby recognized by the UNIONS as a successor in interest to those rights, duties and obligations now held by JONES under the terms of the Hanford Site Stabilization Agreement effective 12:01AM, March 1, 1987.

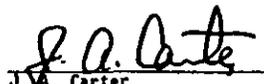
2. EMPLOYER and UNIONS hereby agree that those craft employees on the payroll of JONES as of February 28, 1987, shall automatically be transferred to the payroll and become the employees of EMPLOYER effective 12:01AM, March 1, 1987.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement this 18th day of DECEMBER 1986

EMPLOYER:

KAISER ENGINEERS HANFORD,
COMPANY

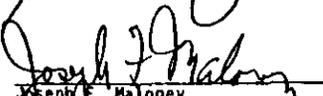

C. R. Fitzgerald
Vice President


J. A. Carter
Manager, Labor Relations

UNION:

BUILDING AND CONSTRUCTION
TRADES, AFL-CIO


Robert A. Georgine
President


Joseph F. Maloney
Secretary - Treasurer

AND ITS INTERNATIONAL UNIONS

AND

INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS

MEMORANDUM OF UNDERSTANDING
REGARDING THE
HANFORD SITE STABILIZATION AGREEMENT

EMPLOYER COMPLIANCE AGREEMENT
AND
SIGNATURE SHEET

The parties signatory hereto, hereby agree to the following understandings with regard to work performed under the Hanford Site Stabilization Agreement (the "Agreement"):

1. Reference is made to the National Tank Manufacturers Agreement as set forth in Article II, Section 2, of the Agreement.
2. All work of the employer shall be performed under the terms of the Agreement and no work shall be performed under the terms of the National Tank Manufacturers Agreement except by mutual written agreement of the parties signatory hereto.
3. This Memorandum of Understanding is not applicable to any other work performed under the Agreement and does not alter or change any provision of the Agreement.

This Memorandum of Understanding is effective on the date subscribed below.

EFFECTIVE DATE: 4/1/87

FOR THE EMPLOYER:

L. R. [Signature]
Kaiser Engineers Hanford

FOR THE UNION:

[Signature]
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmith, Forgers and Helpers

The undersigned Employer hereby acknowledges that he is in receipt of the SITE STABILIZATION AGREEMENT FOR ALL CONSTRUCTION WORK FOR THE U. S. DEPARTMENT OF ENERGY AT THE HANFORD SITE originally executed on September 10, 1984, between J. A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., and the Building and Construction Trades Department, AFL-CIO, and its affiliated international unions, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and the HANFORD SITE STABILIZATION TRANSITION AGREEMENT, dated December 18, 1986, recognizing Kaiser Engineers Hanford Company as the successor to J. A. Jones Construction Services Company, effective March 1, 1987.

The undersigned Employer hereby agrees to be bound by and comply with all terms and conditions of the aforementioned Agreement, including its appendices, and any modifications thereto which may be agreed to by the parties to the Agreement from time to time.

BY:

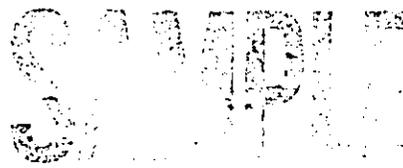
NAME, TITLE _____ DATE _____

FOR:

EMPLOYER (COMPANY) _____

ADDRESS _____

TELEPHONE NUMBER _____



KAISER ENGINEERS HANFORD COMPANY

AGREEMENT

Contract No. KEH-5321 (W-125)

Date of Contract: _____

THIS AGREEMENT is entered into pursuant to Contract No. DE-AC06-87RL10900 between Kaiser Engineers Hanford Company (KEH) and the Department of Energy whereby KEH has agreed to provide procurement and construction services required for work at the Hanford Site, Richland, Washington.

Kaiser Engineers Hanford Company and _____ ("Contractor") hereby agree as follows:

CONTRACTOR'S OBLIGATIONS

Contractor shall perform faithfully all its obligations set out in this Agreement, in the documents listed below, in all documents referenced therein, and in all other Contract Documents (as defined in the Contract General Conditions), all of which are incorporated in this Agreement by this reference.

Contract General Conditions Version 90-1, including General Wage Decision WA910009 attached thereto.

Supplementary Conditions for 321 (W-125) dated March 9, 1992.

Construction Specification W-125-C1, Rev. 0 for Excavation Grout Vaults 106 through 109, dated February 12, 1992.

Schedule of Drawings for KEH-5321 (W-125) dated March 9, 1992.

Schedule of Permits and Acceptance Test Procedures for KEH-5321 (W-125) dated March 9, 1992.

Certification Regarding Lobbying (Attached to this Agreement).

Addenda - (Reserved)

WORK

The Contractor shall commence, perform, and complete the Work (as defined in the Contract General Conditions) pursuant to the Contract Documents and with due diligence in accordance with sound construction practice.

CONTRACT TIME

The Contractor shall commence work within ten (10) calendar days after receipt of written notice to proceed from KEH. The written notice to proceed will be deemed received five (5) calendar days after mailing,

9 1 0 9 3 4 3 1 2 4

unless it is actually received by the Contractor earlier. The Contractor shall complete the work within one hundred fifty (150) calendar days after receipt of the written notice to proceed ("Contract Time"). Offsite work shall commence as specified in the notice of award.

COMPENSATION: In consideration of the faithful performance of all of Contractor's obligations hereunder, KEH shall pay to Contractor the following compensation, including all applicable State, Federal, and local, sales, use, excise, business and occupation, and transportation taxes and all other taxes pertaining to the transaction, in accordance with the Schedule of Unit Price Items as set forth below:

SCHEDULE OF UNIT PRICE ITEMS

The quantities of unit price items listed below are estimates only. The Contractor will be required to complete the work specified in accordance with the contract unit prices whether it involves quantities greater or less than the following estimates:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Amount</u>
1.	Earth Excavation for Grout Vaults 106 through 109, Access Road Excavation below Elevation 670.00, Diffusion Barrier Placement, and Protection of Ground Water Monitoring Wells as specified in the specifications and on the drawings.	Job	1	\$ _____	\$ _____

TOTAL DEFINITIVE AMOUNT FOR ITEM #1:

_____ Dollars and _____ Cents (\$ _____).

(Express in words and figures)

2.	Access Road Excavation Above Elevation 670.00.	Bank Cubic Yard	125,000	\$ _____	\$ _____
----	--	-----------------	---------	----------	----------

TOTAL ESTIMATED AMOUNT FOR ITEM #2:

_____ Dollars and _____ Cents (\$ _____).

(Express in words and figures)

9 : 1 0 0 7 4 1 1 9 5

TOTAL AMOUNT - Definitive amount for Item #1 and Estimated amount for Item No. #2:

_____ Dollars and _____ Cents (\$_____).

(Express in words and figures).

MEASUREMENT AND PAYMENT

It is mutually agreed that the contract price for the following items as described in the Schedule of Unit Price Items, shall be full compensation for furnishing all labor, materials, and equipment, and for other expenses incidental to this contract, to complete the Work in accordance with the requirements of the Specifications and Drawings. No further compensation of any kind or description will be made.

Item No. 1 - Earth Excavation for Grout Vaults: Measurement will be made on a per job basis for all excavation as specified on the construction drawings, including related work as specified. Payment will be made at the contract unit price.

Item No. 2 - Access Road Excavation Above Elevation 670.00: Measurement will be made on a per bank cubic yard basis by calculating the in-place volume of the material to be excavated. KEH will perform a topographical survey of the area to be excavated prior to the start of work. Payment will be made at the contract unit price.

VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either KEH or the Contractor. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity.

If the quantity variation is such as to cause an increase in the time necessary for completion, KEH shall, upon receipt of a written request from the Contractor for an extension of time within ten (10) days from the beginning of such delay, or within such further period of time which may be granted by KEH prior to the date of final settlement of the contract, ascertain the facts and make such adjustment for extending the completion date as in KEH's judgment the findings justify.

NOTICE

All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to

9 2 1 1 2 6

have been duly given if personally served or five (5) days after deposit in the United States mail, postage prepaid, certified, and addressed as follows:

ADDRESSES:

CONTRACTOR: KAISER ENGINEERS HANFORD COMPANY
P. O. Box 888
Richland, Washington 99352
Attention: Attention:

or to such other addresses as the parties may from time to time designate pursuant hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of contract.

CONTRACTOR: KAISER ENGINEERS HANFORD COMPANY

By: _____ By: _____

Title: _____ Title: _____

9 4 1 9 9 7 4 1 1 2 7

SAMPLE

Attachment to Agreement

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contract No. KEH-5321 (W-125)

Name: _____

Title: _____

Date: _____

FOR: _____

Contractor

**THIS PAGE INTENTIONALLY
LEFT BLANK**

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 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 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

Approved by
0348-0046

Reporting Entity: _____ Page _____ of _____

9 1 9 3 4 7 1 3 1

**THIS PAGE INTENTIONALLY
LEFT BLANK**

9 6 1 2 9 7 4 2 1 3 2

**CONTRACT
GENERAL
CONDITIONS**

Version 90-1

***KAISER ENGINEERS
HANFORD***

**THIS PAGE INTENTIONALLY
LEFT BLANK**

CONTRACT GENERAL CONDITIONS

TABLE OF CONTENTS

SECTION NUMBER		PAGE
	<u>PART A CONTRACT TERMS</u>	
1	DEFINITIONS	1
2	SITE INVESTIGATION AND CONDITIONS	2
3	DIFFERING SITE CONDITIONS	2
4	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	2
5	PROGRESS SCHEDULE	2
6	PERMITS AND RESPONSIBILITIES	3
7	BONDING REQUIREMENTS	3
8	INSURANCE: LIABILITY AND WORKERS' COMPENSATION	3
9	KEH-FURNISHED PROPERTY	4
10	SUPERINTENDENCE BY THE CONTRACTOR	4
11	SUBCONTRACTORS	4
12	CONTRACTOR AS INDEPENDENT CONTRACTOR	4
13	MATERIAL AND WORKMANSHIP	4
14	QUALITY ASSURANCE	4
15	PAYMENTS TO CONTRACTOR	4
16	CHANGES	5
17	PRICING OF ADJUSTMENT	5
18	MODIFICATION PROPOSALS - PRICE BREAKDOWN	6
19	INSPECTION OF CONSTRUCTION	6
20	USE AND POSSESSION PRIOR TO COMPLETION	7
21	SUSPENSION OF WORK	7
22	TERMINATION FOR CONVENIENCE OF KEH	7
23	DEFAULT	8
24	WARRANTY OF CONSTRUCTION	9
25	DISPUTES	9
	<u>PART B GENERAL</u>	
26	ORDER OF PRECEDENCE	10
27	LABOR PROVISIONS	10
28	ASSIGNMENT	10

9 3 1 1 9 4 1 3 3

**TABLE OF CONTENTS
(Continued)**

SECTION NUMBER		PAGE
29	OTHER CONTRACTS	10
30	FEDERAL, STATE, AND LOCAL TAXES	10
31	TESTING LABORATORIES AND INSPECTION BUREAUS	10
32	CAPTIONS	10
33	INTEREST	10
34	PRIORITIES, ALLOCATIONS, AND ALLOTMENTS	11
35-49	RESERVED	11
	<u>PART C RULES</u>	
50	GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS	12
51	WORK AND OPERATIONS AT WORKSITE REQUIRING SPECIFIC APPROVAL	12
52	RECEIPT OF CONTRACTOR'S MATERIAL AND/OR EQUIPMENT AT SITE	12
53	PROTECTION OF MATERIAL AND WORK	13
54	PROTECTION OF EXISTING FACILITIES	13
55	HEALTH AND SAFETY REQUIREMENTS	13
56	SECURITY REQUIREMENTS	15
57	MEDICAL EXAMINATIONS	15
58	DISPOSITION OF CONTAMINATED PERSONAL PROPERTY	15
59-82	RESERVED	16
	<u>PART D GOVERNMENT-MANDATED REQUIREMENTS</u>	
83	COVENANT AGAINST CONTINGENT FEES	17
84	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	17
85	ACCOUNTS, RECORDS, AND INSPECTION	17
86	CERTIFIED COST OR PRICING DATA	17
87	SECURITY	18
	<u>SOCIO-ECONOMIC REQUIREMENTS (Sections 88 - 96)</u>	
88	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	19
89	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN	19
90	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	20
91	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM	20
92	EQUAL OPPORTUNITY	20
93	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS	21

P 3 1 1 7 0 1 6

**TABLE OF CONTENTS
(Continued)**

SECTION NUMBER		PAGE
94	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	23
95	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	24
96	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	24
97-105	RESERVED	25
	<u>LABOR</u> (Sections 106 - 109)	
106	NOTICE OF LABOR DISPUTES	25
107	CONVICT LABOR	25
108	CONSTRUCTION LABOR STANDARDS	25
109	IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT	28
110	CLEAN AIR AND WATER REGULATIONS	29
111	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	30
112	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	30
113	PATENT INDEMNITY	30
114	REPORTING OF ROYALTIES	31
115	RIGHTS IN DATA - GENERAL	31
116	ADDITIONAL DATA REQUIREMENTS	33
117	AUTHORIZATION AND CONSENT	33
118	BUY AMERICAN ACT	33
119	OFFICIALS NOT TO BENEFIT	33
120	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	33
121	ANTI-KICKBACK PROCEDURES	34
122	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	34

9 0 1 1 0 4 1 3 5

**THIS PAGE INTENTIONALLY
LEFT BLANK**

Contract General Conditions

Part A

Contract Terms

SECTION 1 DEFINITIONS

Wherever used in these General Conditions, or in the other Contract Documents, the following capitalized terms have the meanings indicated which are applicable to both the singular and plural thereof:

DOE - United States Department of Energy, acting as a representative of the Government.

KEH - Kaiser Engineers Hanford Company, a Prime Contractor to the Government.

ADDENDA - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents.

AGREEMENT - The document signed by KEH and the Contractor to evidence their agreement covering the Work to be performed; other Contract Documents are referenced and attached to the Agreement and together with any subsequent Modifications (and any other supplements or amendments) constitute the Contract between KEH and the Contractor.

BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER - Individual or organization that proposes or offers to perform the Work or to provide services and supplies.

BONDS - Bid, performance and payment bonds and other instruments of security.

CHANGE ORDER - A written directive to the Contractor issued by KEH on or after the Effective Date of the Contract, ordering an addition, deletion or revision in the Work. A Change Order may not change the Contract Price or the Contract Time, but under section 16 would form a part of the basis of the Contractor's proposal for an adjustment in Contract Price or Contract Time. (Such adjustment can be made only by a Modification after negotiation and agreement by KEH and the Contractor.)

CONTRACT - The legal rights and duties of KEH and the Contractor as embodied in the Contract Documents.

CONTRACT DOCUMENTS - The Agreement, Addenda (which pertain to the Contract Documents), the Bonds, the Indemnity Agreement, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as more specifically identified on the Agreement together with all Modifications and any other supplements or amendments issued after the Effective Date of the Contract.

CONTRACT PRICE - The monies payable by KEH to Contractor under the Contract as stated on the Agreement.

CONTRACT TIME - The number of days or the date stated on the Agreement for the completion of the Work.

CONTRACTING OFFICER - The person who executed prime contract DE-AC06-87RL10900 on behalf of the DOE, and any other officer or civilian employee who is a properly designated Contracting Officer. The term includes, except as otherwise provided in the Contract, the authorized representative of a Contracting Officer acting within the limits of his actual authority as delegated by the Contracting Officer.

CONTRACTOR - The person, firm or corporation with which KEH has entered into the Contract.

DRAWINGS - The drawings included by KEH as a part of the Contract Documents and that show the character and scope of the Work to be performed.

EFFECTIVE DATE OF THE CONTRACT - The date indicated on the Agreement on which it becomes effective, but if no such

date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

GOVERNMENT - The United States of America.

HANFORD SITE - See WORKSITE.

MODIFICATION - A document that is signed by the Contractor and KEH and authorizes an addition, deletion or revision in the Work with an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

NOTICE OF AWARD - The written notice by KEH to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, KEH will sign and deliver the Agreement.

NOTICE TO PROCEED - A written notice given by KEH to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract.

PRIME CONTRACT - The contract between DOE and KEH with the designation DE-AC06-87RL10900.

PURCHASE ORDER - Any contractual commitment of the Contractor to a third party, other than a Subcontract, for the performance of work or the furnishing of materials for use by the Contractor in performance of this Contract.

SHOP DRAWINGS - All drawings, diagrams, illustrations, schedules, and other data that are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work, and as further delineated in subsection 4.4.

SPECIFICATIONS - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUBCONTRACT - Any contractual commitment of the Contractor to any third party involving performance, in whole or in part of the Work.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - A manufacturer, fabricator, supplier, distributor, materialman or vendor that furnishes material or services to the Contractor in connection with the Work.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract.

WORKSITE - The land owned by or under the control of the DOE at or near Richland, Washington, as further defined in the Contract Documents and/or described in the Hanford Site Stabilization Agreement. The term Worksite is synonymous with "Hanford Site."

SECTION 2 SITE INVESTIGATION AND CONDITIONS

2.1 The Contractor 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, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the Worksite; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor 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 Worksite, including all exploratory work done by KEH as well as from the Drawings and Specifications made a part of this Contract. Any failure of the Contractor to take the actions and acknowledged in this section will not relieve the Contractor 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 KEH or the Government.

2.2 KEH assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by KEH. Nor does KEH 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.

SECTION 3 DIFFERING SITE CONDITIONS

3.1 The Contractor shall promptly, and before the conditions are disturbed, give a written notice to KEH of (1) subsurface or latent physical conditions at the Worksite which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the Worksite, 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.

3.2 KEH shall investigate the Worksite conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this section and the Contract modified in writing accordingly.

3.3 No request by the Contractor for an equitable adjustment to the Contract under this section shall be allowed, unless the Contractor has given the written notice required, provided, that the time prescribed in subsection 3.1 above for giving written notice may be extended by KEH.

3.4 No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

SECTION 4 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

4.1 The Contractor shall keep on the Worksite a copy of the Drawings and Specifications and shall at all times give KEH access thereto. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. Difference between Drawings and Specifications, or any discrepancy in the figures in the Drawings or the Specifications shall be promptly submitted to KEH, which shall promptly make a

determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. KEH shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

4.2 Wherever in the Specifications or upon the Drawings the words "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 KEH is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" KEH unless otherwise expressly stated.

4.3 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. The word "install" means to place in position for service or use. "Furnish" means to provide or supply. "Provide" means to furnish, supply, or make available.

4.4 Shop Drawings means drawings, submitted to KEH by the Contractor, Subcontractor, or any lower tier Subcontractor pursuant to a construction contract, and as required in Division 1 of the Specifications, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation of (i.e., form, fit, and attachment details) materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work. KEH and the Government may duplicate, use, and disclose in any manner and for any purpose Shop Drawings delivered under this Contract.

4.5 If Shop Drawings are required under Division 1 of the Specifications, the Contractor shall provide such drawings and shall review them for accuracy, completeness, and compliance with requirements of the Contract. Any work done before the approval of KEH on any Shop Drawing shall be at the Contractor's risk. Approval by KEH shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except for variations described and approved in accordance with subsection 4.6 below.

4.6 If Shop Drawings show variations from the requirements under this Contract, the Contractor shall describe them as required under Division 1 of the Specifications. If KEH approves any such variation, KEH shall issue an appropriate Modification, except that if the variation is minor or does not involve a change in Contract Price or in Contract Time, a Modification need not be issued.

4.7 This section shall be included in all Subcontracts at all tiers.

SECTION 5 PROGRESS SCHEDULE

5.1 A progress schedule (or schedules) shall be submitted by the Contractor to KEH for approval, in accordance with the requirements set out in Division 1 of the Specifications. The failure to submit progress schedules or to obtain KEH's approval therefor shall be cause for KEH's withholding any progress payments until acceptable progress schedules are submitted.

5.2 If, in the opinion of KEH, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by KEH without additional cost to KEH or the Government. In this circumstance, KEH may require the Contractor 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 KEH deems necessary to demonstrate how the approved rate of progress will be regained.

5.3 Failure of the Contractor to comply with the requirements of KEH under this section shall be grounds for a determination by KEH that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the Contract Time. Upon making this determination, KEH may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Contract.

SECTION 6 PERMITS AND RESPONSIBILITIES

6.1 The Contractor shall, without additional expense to KEH, be responsible for obtaining any necessary license and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the Work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of its 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 Contractor 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 the Contract.

SECTION 7 BONDING REQUIREMENTS

7.1 Payment Bond. If the Contract Price exceeds \$25,000, the Contractor shall within ten (10) calendar days after award of this Contract, furnish on a form provided by KEH, or similar, a payment bond with good and sufficient surety or sureties acceptable to the Government and KEH for the protection of persons furnishing material or labor in connection with the performance of the Work. The penal sum of such payment bond will be:

- 7.1.1 One-half (1/2) of the Contract Price where such amount does not exceed \$1,000,000;
- 7.1.2 Forty percent (40%) of the Contract Price where such amount is more than \$1,000,000 but not more than \$5,000,000; and
- 7.1.3 \$2,500,000 where the Contract Price is more than \$5,000,000.

7.2 Performance Bond. If the Contract Price exceeds \$25,000, the Contractor shall within ten (10) calendar days after award of this Contract, furnish on a form provided by KEH, or similar, a performance bond with good and sufficient surety or sureties acceptable to the Government and KEH in connection with the performance of the Work. The penal sum of such performance bond will be one-hundred percent (100%) of the Contract Price.

7.3 Additional Bond Security. If any surety upon any bond furnished in connection with this Contract becomes unacceptable to KEH, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by KEH, or if the Contract Price is increased to such an extent that the penal sum of any bond becomes inadequate in the opinion of KEH, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of KEH and the Government and of persons supplying labor or materials in the prosecution of the Work.

SECTION 8 INSURANCE: LIABILITY AND WORKERS' COMPENSATION

8.1 The Contractor shall purchase from and continuously maintains in full force insurance with a reliable insurance company having an A.M. Best Rating of B + XV or better as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

8.1.1 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

8.1.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

8.1.3 Claims for damages insured by usual personal injury liability coverage which are sustained 1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or 2) by another person;

8.1.4 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

8.1.5 Claims for damages because of bodily injury arising out of ownership, maintenance or use of a motor vehicle; and

8.1.6 Claims involving contractual liability insurance applicable to the Contractor's obligation to indemnify KEH and others pursuant to the Contract Documents.

8.2 The insurance required by subsection 8.1 shall be written for not less than \$2,000,000 per occurrence. The policy shall incorporate acceptable endorsements covering the claims set out in subsections 8.1.1 through 8.1.6 (including but not limited to blanket contractual liability and broad form property damage), as well as a waiver of any subrogation rights against KEH and the Government. If this Contract includes any underground work, the explosion, collapse, and underground exclusion ("XCU Exclusion") shall be deleted.

KEH (and such other parties as it may specify) shall be designated as additional named insured under the insurance for the purposes of this Contract.

Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of Work until date of final payment and termination of any coverages that may be required to be maintained elsewhere in the Contract Documents after the final payment.

If coverage is on a claims-made basis, the Contractor shall report all occurrences that might remotely result in a subsequent claim prior to the end of the policy period or the sixty (60) days extended reporting period.

8.3 Unless otherwise indicated in the Supplementary Conditions, the Contractor shall provide for the coverage required by the Workmen's Compensation statute of the State of Washington (Title 51, Revised Code of Washington) for performance at the Hanford Site of all work specified by the Contractor.

8.4 Certificates of insurance acceptable to KEH shall be filed with it prior to commencement of work. These certificates and the insurance policies required by subsections 8.1 and 8.3 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice to KEH. If any insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted at the time application for final payment is made.

SECTION 9 KEH-FURNISHED PROPERTY

9.1 KEH shall make available to the Contractor, at the time and locations stated in this Contract, the KEH-furnished property described in the Specifications. If that property, suitable for its intended use, is not made available to the Contractor, KEH shall

equitably adjust affected provisions of this Contract in accordance with the Changes section when -

9.1.1 The Contractor submits a timely written request for an equitable adjustment; and

9.1.2 The facts warrant an equitable adjustment.

9.2 Title to KEH-furnished property shall remain in the Government. The Contractor shall use the KEH-furnished property only in connection with this Contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for KEH or Government inspection at all reasonable times.

9.3 Upon KEH-furnished property being made available to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except -

9.3.1 For reasonable wear and tear;

9.3.2 To the extent property is consumed in performing this Contract; or

9.3.3 As otherwise provided for by the provisions of this Contract.

9.4 The Contractor shall safely maintain in operating condition, repair, protect, and preserve the KEH-furnished property, without additional cost to KEH. Any loss, damage, or destruction of such property shall be immediately reported to KEH.

9.5 Upon completing this Contract, the Contractor shall follow the instruction of KEH regarding the disposition of all KEH-furnished property not consumed in performing this Contract or previously delivered to KEH.

SECTION 10 SUPERINTENDENCE BY THE CONTRACTOR

10.1 At all times during performance of this Contract and until the Work is completed and accepted, the Contractor shall directly superintend the Work or assign and have on the Worksite a competent superintendent who is satisfactory to KEH and has authority to act for the Contractor. Prior to commencing any work at the Worksite, the Contractor shall inform KEH, in writing, of the identity of the supervising representative by name. The Contractor shall not reassign or remove such supervising representative, without first notifying KEH of the proposed reassignment or removal, and the name of his/her replacement.

SECTION 11 SUBCONTRACTORS

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

11.2 NOTE: This subsection applies to this contract only if the price exceeds \$1,000,000. The Contractor shall perform on the

site, and with its own organization, work equivalent to at least fifteen (15) percent 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 Contractor requests a reduction and KEH determines that the reduction would be advantageous.

SECTION 12 CONTRACTOR AS INDEPENDENT CONTRACTOR

12.1 Nothing herein shall create, or be deemed to create, a relationship between Contractor and KEH other than independent contracting parties. Neither is, nor shall be deemed to be, an agent of the other, a co-venturer of the other, or the employer or employee of the other.

SECTION 13 MATERIAL AND WORKMANSHIP

13.1 All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the Specifications 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 Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of KEH, is equal to that named in the Specifications, unless otherwise specifically provided in this Contract.

13.2 The Contractor shall obtain KEH's approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, the Contractor shall furnish to KEH 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 KEH, the Contractor shall also obtain KEH's approval of the material or articles which the Contractor contemplates incorporating into the Work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor'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.

13.3 All Work shall be performed in a skillful and workmanlike manner. KEH may require, in writing, that the Contractor remove from the Worksite any employee KEH deems incompetent, careless, or otherwise objectionable.

SECTION 14 QUALITY ASSURANCE

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

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

SECTION 15 PAYMENTS TO CONTRACTOR

15.1 KEH shall pay the Contractor the Contract Price as provided in this Contract.

15.2 KEH shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by KEH, on estimates approved by KEH. If requested by KEH, the Contractor shall furnish a breakdown of the Contract Price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates KEH may authorize material delivered on the Worksite and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the Worksite may also be taken into consideration if-

15.2.1 Consideration is specifically authorized by this Contract; and

15.2.2 The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this Contract.

15.3 If KEH finds that satisfactory progress was achieved during any period for which a progress payment is to be made, KEH shall authorize that progress payment to be made in full. However, if satisfactory progress has not been made, KEH may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the Work is substantially complete, KEH may retain from previously withheld funds and future progress payments that amount KEH considers adequate for protection of KEH and the Government and shall release to the Contractor 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 the percentage.

15.4 All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as

15.4.1 Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

15.4.2 Waiving the right of KEH to require the fulfillment of all of the terms of the Contract.

15.5 In making these progress payments, KEH shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in subsection 15.3 above shall not apply to that portion of progress payments attributable to bond premiums.

15.6 KEH shall pay the amount due the Contractor under this Contract after -

15.6.1 Completion and acceptance of all work;

15.6.2 Presentation of a properly executed voucher; and

15.6.3 Presentation of release of all claims against KEH and the Government arising by virtue of this Contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

SECTION 16 CHANGES

16.1 KEH 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 -

16.1.1 In the Specifications (including Drawings and designs);

16.1.2 In the method or manner of performance of the Work;

16.1.3 In the KEH-furnished facilities, equipment, materials, services, or site; or

16.1.4 Directing acceleration in the performance of the Work.

16.2 Any other written or oral order (which, as used in this subsection 16.2, includes direction, instruction, interpretation, or determination) from KEH that causes a change shall be treated as a Change Order under this section; provided, that the Contractor gives KEH written notice stating (1) the date, circumstances, and source of the order, and (2) that the Contractor regards the order as a Change Order.

16.3 Except as provided in this section, no order, statement, or conduct of KEH shall be treated as a change under this section or entitle the Contractor to an equitable adjustment.

16.4 If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work, whether or not changed by any such order, KEH shall make an equitable adjustment and modify the Contract in writing to be signed by both parties ("Modifications"). However, except for a "proposal for adjustment" (hereafter referred to as proposal) based on defective Specifications, no proposal for any change under subsection 16.2 above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as required. In the case of defective Specifications for which KEH is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective Specifications.

16.5 The Contractor must submit any proposal under this section within thirty (30) days after (1) receipt of a written Change Order under subsection 16.1 above, or (2) the furnishing of a written notice under subsection 16.2 above, by submitting to KEH a written statement describing the general nature and amount of the proposal, unless this period is extended by KEH. The statement of proposal for adjustment may be included in the notice under subsection 16.2 above.

16.6 No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

SECTION 17 PRICING OF ADJUSTMENT

17.1 When costs are a factor in any determination of a Contract Price adjustment pursuant to the section of this Contract entitled "Changes" or any other provision of this Contract, such costs shall be in accordance with the contract cost principles and procedures in Subpart 31 of the Federal Acquisition Regulation (FAR) as supplemented or modified by Department of Energy Acquisition Regulation (DEAR) Part 931 in effect on the Effective Date of the Contract.

17.2 The following shall apply to Contract Price adjustments pursuant to the section of this Contract entitled "Changes" or any other section of this Contract when the amount of adjustment is \$25,000 or less.

17.2.1 The percentages for overhead, profit and commission will be fixed and automatically applied, unless KEH determines in its sole discretion that the automatic application of fixed percentages is inappropriate. Accordingly, KEH expressly reserves the right to negotiate such percentages for any particular adjustment prior to agreement thereon. Further, the utilization of fixed percentages for overhead, profit, and

commission relative to a particular adjustment does not constitute a waiver of KEH's right to negotiate such percentages in future adjustments. If the percentages for overhead, profit, and commission are to be fixed, they shall equal the values shown in the table at 17.2.2.

If such percentages are to be negotiated, they shall be negotiated according to the nature, extent, and complexity of the work involved.

17.2.2 Table of percentages for overhead, profit, and commission:

	Overhead & Profit	Commission
To Contractor on work performed by other than its own forces	--	5%
To first tier subcontractor on work performed by its subcontractors	--	5%
To Contractor and/or the subcontractors for that portion of the work performed with their respective forces	26.5%	

17.2.3 Not more than three percentage markups (one overhead and profit and two commissions), as applicable, will be applied to any portion of the total Price Adjustment regardless of the number of lower tier subcontractors.

17.2.4 For adjustments that either increase or decrease the amount of the Contract, the application of the markup shall be on the net change in direct costs for the performance of changed work of the Contract.

17.2.5 When pricing adjustments, the following may not be considered, and will not be compensable, as direct costs unless the Contractor or subcontractor can prove to KEH that this is its normal way of accounting for these costs: Job-site office expenses, incidental job burdens, small tools, general office overhead allocation, and costs for estimating price of changed work.

SECTION 18 MODIFICATION PROPOSALS - PRICE BREAKDOWN

18.1 The Contractor, in connection with any proposal it makes under the section of this Contract entitled "Changes," shall furnish a price breakdown, itemized as required by KEH. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, Subcontract, and overhead costs, as well as profit, and shall cover all work affected by the Change, whether such work was deleted, added or changed. Any amount claimed for Subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefor shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by KEH.

SECTION 19 INSPECTION OF CONSTRUCTION

19.1 Definition. "Work" (both capitalized and uncapitalized) under this section includes, but is not limited to, materials, workmanship, and manufacture, fabrication and installation of components.

19.2 The Contractor shall provide and maintain an inspection system which will ensure that all work performed under this Contract conforms to the requirements of the Contract, whether provided by the Contractor, the Contractor's subcontractor or the Contractor's suppliers. The Contractor shall perform, or have

performed, the inspections and tests required to substantiate conformance to Contract requirements. The Contractor shall document required inspections at the time the inspections are performed. The Contractor shall maintain complete inspection records and make them available to KEH. All work shall be conducted under the general direction of KEH and is subject to its inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

19.3 KEH inspections and tests are for the sole benefit of KEH and do not -

19.3.1 Relieve the Contractor of responsibility for providing adequate quality control measures and inspection system.

19.3.2 Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

19.3.3 Constitute or imply acceptance; or

19.3.4 Affect the continuing rights of KEH after acceptance of the completed Work under subsection 19.9 below.

19.4 The presence or absence of a KEH inspector does not relieve the Contractor from any requirement of the Contract, nor is the inspector authorized to change any term or condition of the Specifications without KEH's written authorization.

19.5 The Contractor 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 KEH. KEH may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. KEH 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.

19.6 The Contractor shall, without charge, replace or correct work found by KEH not to conform to requirements of the Contract, unless KEH (with the concurrence of the Government) consents to accept the work with an appropriate adjustment in Contract Price. The Contractor shall promptly segregate and remove rejected material from the Worksite.

19.7 If the Contractor does not promptly replace or correct rejected work, KEH may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

19.8 If, before acceptance of the entire Work, KEH decides to examine already completed work by removing it or tearing it out, the Contractor, 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 Contractor or its Subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet the requirements of the Contract KEH 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.

19.9 Unless otherwise specified in the Contract, KEH shall accept, as promptly as practicable after completion and inspection, the Work or that portion of the Work KEH determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or KEH's and the Government's rights under any warranty or guarantee.

SECTION 20 USE AND POSSESSION PRIOR TO COMPLETION

20.1 KEH (or such parties as it may authorize) 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, KEH shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work KEH intends to take possession of or use. However, failure of KEH to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. KEH's possession or use shall not be deemed an acceptance of the Work or any part thereof.

20.2 While KEH has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from KEH's possession or use, notwithstanding the terms of the section of this Contract entitled "Permits and Responsibilities." If prior possession or use by KEH delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract Price or the time of completion, and the Contract shall be modified in writing accordingly.

SECTION 21 SUSPENSION OF WORK

21.1 KEH may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that KEH determines appropriate for the convenience of KEH.

21.2 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 KEH in the administration of this Contract, or (2) by KEH'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 such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no adjustment shall be made under this section 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 Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

21.3 A claim under this section shall not be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified KEH 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 such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

SECTION 22 TERMINATION FOR CONVENIENCE OF KEH

22.1 KEH may terminate performance of the Work in whole or, from time to time, in part if KEH determines that a termination is in KEH's interest. KEH shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

22.2 After receipt of a Notice of Termination, and except as directed by KEH the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this section:

22.2.1 Stop work as specified in the notice.

22.2.2 Place no further Subcontracts or orders (referred to as Subcontracts in this section) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

22.2.3 Terminate all Subcontracts to the extent they relate to the work terminated.

22.2.4 Assign to KEH, as directed by KEH, all right, title, and interest of the Contractor under the Subcontracts terminated, in which case KEH shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

22.2.5 With approval or ratification to the extent required by KEH, 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 section.

22.2.6 As directed by KEH, transfer title and deliver to KEH:

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated.

b. 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 KEH.

22.2.7 Complete performance of the work not terminated.

22.2.8 Take any action that may be necessary, or that KEH may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which KEH has or may acquire an interest.

22.2.9 Use its best efforts to sell, as directed or authorized by KEH, any property of the types referred to in subsection 22.2.6 above; provided, however, that the Contractor (a) is not required to extend credit to any purchaser and (b) may acquire the property under the conditions prescribed by, and at prices approved by, KEH. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by KEH under this Contract, credited to the price or cost of the Work, or paid in any other manner directed by KEH.

22.3 After termination, the Contractor shall submit a final termination settlement proposal to KEH in the form and with the certification prescribed by KEH. The Contractor shall submit the proposal promptly, but no later than 6 months from the effective date of termination, unless extended in writing by KEH upon written request of the Contractor within this six (6) month period. However, if KEH determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If the Contractor fails to submit the proposal within the time allowed, KEH may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

22.4 Subject to subsection 22.3 above, the Contractor and KEH 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 subsection 22.4 or subsection 22.5 below, exclusive of costs shown in subsection 22.5.3 below, may not exceed the total Contract Price as reduced by (1) the amount of payments previously made, and (2) the Contract Price of work not terminated. The Contract shall be amended, and the Contractor paid the agreed amount. Subsection 22.5 below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this subsection.

22.5 If the Contractor and KEH fail to agree on the whole amount to be paid because of the termination of work, KEH shall

pay the Contractor amounts determined by KEH as follows, but without duplication of any amounts agreed on under subsection 22.4 above:

22.5.1 The Contract Price for completed supplies or services accepted by KEH (or sold or acquired under subsection 22.2.9) above) not previously paid for, adjusted for any saving of freight and other charges.

22.5.2 The total of --

a. 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 subsection 22.5.1 above;

b. 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 subsection 22.5.2.a above; and

c. A sum, as profit on subsection 22.5.2.a above, determined by KEH under 49.202 of the Federal Acquisition Regulation as supplemented by Part 931 of the Department of Energy Acquisition Regulation, in effect on the Effective Date of the Contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, KEH shall allow no profit under this subsection 22.5.2.c and shall reduce the settlement to reflect the indicated rate of loss.

22.5.3 The reasonable costs of settlement of the work terminated, including --

a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

b. The termination and settlement of Subcontracts (excluding the amounts of such settlement); and

c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of fabricated or unfabricated parts, supplies and other materials produced or acquired specifically for, and properly allocable to, but not incorporated into the work terminated, as of the effective date of termination.

22.6 Except for normal spoilage, and except to the extent that KEH expressly assumed the risk of loss, KEH shall exclude from the amounts payable to the Contractor under subsection 22.5 above, the fair value, as determined by KEH, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to KEH or to a third party.

22.7 The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, as supplemented by Part 931 of the Department of Energy Acquisition Regulation, in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this section.

22.8 The Contractor may initiate litigation under the section of this Contract entitled "Disputes" should it disagree with the determination made by KEH under subsection 22.3, 22.5 or 22.10 if and only if the Contractor had submitted the termination settlement proposal within the time provided in subsections 22.3 or 22.10 or requested and obtained a time extension within the applicable time.

22.9 In arriving at the amount due the Contractor under this section, there shall be deducted --

22.9.1 All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract;

22.9.2 Any claim which KEH has against the Contractor under this Contract; and

22.9.3 The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this section and not recovered by or credited to KEH.

22.10 If the termination is partial, the Contractor may file a proposal with KEH for an equitable adjustment of the price(s) of the continued portion of the Contract. KEH shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this section shall be requested within forty-five (45) days from the effective date of termination unless extended in writing by KEH.

22.11 KEH may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if KEH believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

22.11.1 If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to KEH 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 Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of fabricated or unfabricated parts, supplies and other materials produced or acquired specifically for, and properly allocable to, but not incorporated into the work terminated as of the effective date of termination, until ten (10) days after the date of such retention or disposition, or a later date determined by KEH because of the circumstances.

22.12 Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to KEH, at the Contractor's office, at all reasonable times, without any direct charge. If approved by KEH, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

SECTION 23 DEFAULT

23.1 If the Contractor refuses or fails to prosecute the Work or any separable part, with the diligence that will insure its completion within the Contract Time including any extension, or fails to complete the Work within the Contract Time, KEH may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed. If the Contractor breaches any of its material obligations under any Contract Document or any other document required to be executed by Contractor pursuant to the Contract Documents or if the Contractor fails to comply with any material Hanford regulations, KEH directives, approved plan or procedures (including, but not limited to those on safety, security, or quality assurance) KEH may, by written notice to the Contractor, terminate the right to proceed with the Work. In either event, KEH may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials,

appliances, and plant on the Worksite necessary for completing the Work. The Contractor and its sureties shall be liable for any damage to KEH resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by KEH in completing the Work.

23.2 The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this section, if -

23.2.1 The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of KEH, (iii) acts of the Government in either its sovereign or contractual capacity, (iv) acts of another contractor in the performance of a contract with KEH or the Government, (v) fires, (vi) floods, (vii) epidemics, (viii) quarantine restrictions, (ix) strikes, (x) freight embargoes, (xi) unusually severe weather, or (xii) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers; and

23.2.2 The Contractor, within ten (10) days from the beginning of any delay (unless extended by KEH) notifies KEH in writing of the causes of delay. KEH shall ascertain the facts and the extent of delay. If, in the judgment of KEH, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of KEH shall be final and conclusive on the parties, but subject to litigation under the section of this Contract entitled "Disputes."

23.3 If, after termination of the Contractor's right to proceed, it is determined that the Contractor 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 KEH.

23.4 The rights and remedies of KEH in this section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION 24 WARRANTY OF CONSTRUCTION

24.1 In addition to any other warranties in this Contract, the Contractor warrants to KEH and the Government, except as provided in subsection 24.10, the Work conforms to the requirements of the Contract and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any Subcontractor or Supplier at any tier. The warranty shall be for the period set out in these General Conditions, unless a different period is set out in the Specifications. In that event the applicable period will be that set out in the Specifications.

24.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If KEH takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date KEH takes possession.

24.3 The Contractor shall remedy at the Contractor's expense any failure to conform or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of -

24.3.1 The Contractor's failure to conform to requirements of the Contract; or

24.3.2 Any defect of equipment, material, workmanship, or design furnished.

24.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this section. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

24.5 KEH shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

24.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, KEH shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

24.7 With respect to all warranties, expressed or implied, from Subcontractors, manufacturers, or Suppliers for work performed and materials furnished under this Contract, the Contractor shall -

24.7.1 Obtain all warranties that would be given in normal commercial practice;

24.7.2 Require all warranties to be executed, in writing, for the benefit of KEH and the Government, if directed by KEH; and

24.7.3 Enforce all warranties for the benefit of KEH or the Government, if directed by KEH.

24.8 In the event the Contractor's warranty under subsection 24.2 has expired, KEH may bring suit at its expense to enforce a Subcontractor's, manufacturer's, or Supplier's warranty.

24.9 Unless a defect is caused by the negligence of the Contractor or Subcontractor or Supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by KEH nor for the repair of any damage that results from any defect in KEH-furnished material or design.

24.10 This warranty shall not limit KEH's rights under the section of this Contract entitled "Inspection of Construction" with respect to latent defects, gross mistakes, or fraud.

SECTION 25 DISPUTES

25.1 Except as otherwise provided or agreed, any dispute relating to this Contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon filing of a legal action by the aggrieved party. It is agreed by the Contractor and KEH that litigation shall be limited and confined exclusively to the appropriate state or federal court located in the State of Washington. Such litigation must be brought within one year from the later of either (1) the date that final payment is made by KEH hereunder; (2) the date KEH gives notice that all payments it considers due hereunder have been made and that the period within which litigation must be brought has commenced running; (3) the date on which facts giving rise to a dispute forming the basis of such litigation occur; or (4) the date on which such facts were, or should have been, first discovered by Contractor. Federal law shall govern the determination of any substantive issue, to the extent federal law is applicable. To the extent federal law is not applicable, the laws of the State of Washington (without reference to its choice of law provisions) shall govern. During the pendency of any dispute, Contractor shall proceed diligently with the performance of the Contract and pursuant to the direction of KEH.

Part B General

SECTION 26 ORDER OF PRECEDENCE

26.1 Where discrepancies exist between the provisions of either the General Conditions or Supplementary Conditions, on the one hand, and the Specifications or Drawings, on the other hand, the General Conditions or the Supplementary Conditions shall govern. Where discrepancies exist between the General Conditions and the Supplementary Conditions, the Supplementary Conditions shall govern.

SECTION 27 LABOR PROVISIONS

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

27.2 Notwithstanding any other provision to the contrary herein contained, the Contractor shall become signatory to the Site Stabilization Agreement consisting of a Basic Agreement dated September 10, 1984, plus all current appendices thereto at the time it executes the Agreement.

27.3 In addition, notwithstanding any other provision to the contrary herein contained, all Subcontractors at all tiers shall become signatory to the Site Stabilization Agreement as a condition precedent to any Subcontract for work on the Hanford Site.

SECTION 28 ASSIGNMENT

28.1 KEH may assign this Contract to the DOE or to such contractor as the DOE may designate to perform KEH's obligations hereunder. Upon receipt by the Contractor of written notice that the DOE or a contractor so designated by KEH or the DOE has accepted an assignment of this Contract and assumed such obligations, KEH shall be relieved of all responsibility hereunder and the Contractor shall thereafter look solely to such assignee for performance of KEH's obligations. The Contractor shall not assign this Contract or any interest therein or claims thereunder without the prior written consent of KEH or KEH's assignee.

SECTION 29 OTHER CONTRACTS

29.1 The Government and KEH may undertake or award other contracts for additional work at or near the Worksite. The Contractor shall fully cooperate with other contractors and with KEH and shall carefully adapt scheduling and performing the Work to accommodate the additional work, heeding any direction that may be provided by KEH. The Contractor shall not commit or permit any act that will interfere with the performance of Work by any other contractor or by KEH.

SECTION 30 FEDERAL, STATE, AND LOCAL TAXES

30.1 "Contract Date," as used in this section, means the date set for bid opening or, if this is a negotiated contract or a Modification, the Effective Date of the Contract or the effective date of a Modification.

"All applicable Federal, state, and local taxes and duties," as used in this section, 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 section, 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 Time, on the transactions or property covered by this Contract that the Contractor 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 section, 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 Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the Contract Date.

30.2 The Contract Price includes all applicable Federal, state, and local taxes and duties.

30.3 The Contract Price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor 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.

30.4 The Contract Price shall be decreased by the amount of any after-relieved Federal tax.

30.5 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 Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of KEH.

30.6 No adjustment shall be made in the Contract Price under this section unless the amount of the adjustment exceeds \$100.

30.7 The Contractor shall promptly notify KEH 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 KEH directs.

30.8 KEH will request the Government to furnish (without liability) evidence to the Contractor appropriate to establish exemption from any Federal, state, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

SECTION 31 TESTING LABORATORIES AND INSPECTION BUREAUS

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

SECTION 32 CAPTIONS

32.1 The captions, the numbering, and the arrangement of sections are solely for administrative convenience in locating sections. The captions, numbering, and arrangement of the sections are not a part of the substance of the Contract and are not to be used in construing the Contract or in assigning a greater importance to any section or section(s).

SECTION 33 INTEREST

33.1 No interest is payable to Contractor for any claim it may have, except that specifically imposed by the Court on any judgment (and then only from the date of the entry of judgment).

SECTION 34 PRIORITIES, ALLOCATIONS, AND ALLOTMENTS

34.1 The Contractor shall follow the rules, regulations and procedures of the Defense Priorities and Allocations System Regulation and all other applicable regulations and orders of the International Trade Administration, Department of Commerce, in obtaining controlled materials and other products and materials needed for performance of this Contract.

34.2 Purchase orders relating to this Contract shall have the following designator:

"This order is priority rated DO-E-1 certified under DPS REG-1/DMS REG-1".

SECTIONS 35 - 49 RESERVED

9 3 1 4 3 1 4 6

SECTION 50 GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS

50.1 Orientation. Prior to entry by the Contractor onto the Worksite, the Contractor's supervisory employees shall attend a general orientation (to be conducted by KEH) to acquaint themselves with the working conditions and requirements to be imposed at the Worksite. It shall be the responsibility of the Contractor to orient all its other employees, its Subcontractors and their employees, as to such working conditions and requirements.

50.2 Overhead Restrictions. Under no conditions shall the Contractor operate or move cranes, hoists or similar equipment within twenty (20) feet of overhead electrical conductors, guy wires, or substations, unless prior authorization for such operations is obtained from KEH, giving full details of the method of equipment operations. Authorization from KEH shall also be obtained when transporting materials, machinery, or other equipment which establishes a height exceeding fifteen (15) feet from the road and/or ground surface.

50.3 Oversize Loads. An Oversize Load permit is required when the vehicle or load exceeds: Width - 8'-6", Height - 14', Length - 40' (single unit) 48' (single trailing unit). Contact KEH to obtain the permit.

50.4 Explosives. The use of explosives requires express written authorization from KEH.

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

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

50.7 Work Area Limitations. The Contractor shall restrict its personnel and operations to the limits of the construction area. Any changes and or modifications to existing installations located at the outer limits of the construction area shall be permitted only after specific approval is received from KEH.

50.8 System Outages. Work which requires any existing building utility system (including fire protection) to be taken out of service shall be scheduled and performed so that the length of time the utility is out of service is held to a minimum. All material for the alteration and tie-in work shall be on hand when each utility service interruption is scheduled. The Contractor shall notify KEH not less than five (5) working days prior to each required utility shutdown. All tie-in work shall be scheduled and performed so that the shutdown time will not exceed four (4) hours for water and two (2) hours for electrical or fire alarm. Methods of performing the tie-in work shall be approved by KEH prior to any utility system outage. Prior approval must be obtained for connection to and use of existing fire hydrants.

50.9 Removal and Disposal of Existing Equipment and/or Materials. All miscellaneous items removed by the Contractor and not specified to be reused shall remain the property of the

Government, and shall be placed at a location adjacent to the Worksite as directed in the field by KEH.

50.10 Special Excavation Requirements

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

50.10.2 In the event any underground pipe line, conduit or other object not shown on the drawings or otherwise indicated in the Specifications is encountered, the Contractor shall immediately stop work and notify KEH.

50.10.3 Except as otherwise specified, protection (and restoration) of existing facilities shall be as specified in section 54. All underground piping, conduits, ducts, and other utilities shall be satisfactorily shored, braced and/or guyed as specified in the above referenced section.

SECTION 51 WORK AND OPERATIONS AT WORKSITE REQUIRING SPECIFIC APPROVAL

51.1 Working Hours. The Contractor shall not perform work at the Worksite on other than regular day shift, as set out in the Specifications, unless it has given prior written notification to KEH and has received approval in advance as provided in this subsection 51.1.

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

51.2 Moving of Equipment. The Contractor shall notify KEH at least two (2) working days prior to the date it proposes to move any heavy equipment into or from the Worksite and shall not move any such equipment into or from the Worksite until receipt of written approval from KEH.

51.3 Electrical System Tie-Ins and Equipment Testing. When a tie-in is required to the existing plant electrical systems of 480 volts or higher, the Contractor shall contact KEH at least three (3) working days prior to the desired tie-in date and shall not tie in until receipt of KEH's approval.

After acceptance but prior to final energization, KEH will perform certain necessary testing, not included in this Contract, of new service equipment and facilities.

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

SECTION 52 RECEIPT OF CONTRACTOR'S MATERIAL AND/OR EQUIPMENT AT SITE

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

Contractors are not permitted to use KEH mailing address and in no case shall material or equipment be addressed in care of KEH.

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

52.2 Any deviation from this policy will result in backcharge.

SECTION 53 PROTECTION OF MATERIAL AND WORK

53.1 The Contractor shall protect and preserve all materials and equipment of every description (including materials and equipment which may be KEH-furnished or Government-owned) and all work performed. The Contractor shall comply with all reasonable requests of KEH to enclose or specially protect such materials, equipment and work performed. Until the Work is accepted as completed, Contractor shall have the risk of loss for damage to, loss or destruction of the Work, and for such materials or equipment. If, as determined by KEH, materials, equipment and work performed are not adequately protected by the Contractor, they may be protected by KEH and the cost incurred by KEH charged to or deducted from any payments due the Contractor.

SECTION 54 PROTECTION OF EXISTING FACILITIES

54.1 The existing facilities that are shown on the Drawings, identified in the Specifications, marked in the field, or the location ~~to~~ which are reasonably determinable by the Contractor shall be protected from damage by the Contractor and if damaged, shall be reported immediately, as an occurrence, to KEH. Any required repairs shall then be made by the Contractor, or by others, in a manner approved by KEH, at the Contractor's expense. In addition, the Contractor shall be liable for an administrative cost in the amount of five-hundred dollars (\$500.00) for each occurrence, as compensation to KEH for the cost of processing documents associated with the occurrence.

54.2 The Contractor shall protect from damage all existing improvements and utilities (1) at or near the Worksite and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor 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 Contractor fails or refuses to repair the damage promptly, KEH may have the necessary work performed and charge the cost to the Contractor.

54.3 When underground facilities which are not shown on the Drawings, identified in the Specifications, marked in the field, or the locations of which are not reasonably determinable by the Contractor, are encountered by the Contractor, work at such locations shall be stopped immediately and KEH notified. Work at such locations shall not continue until permitted by KEH.

54.4 Any damage to existing facilities that are not shown on the Drawings, identified in the Specifications, marked in the field, or the locations of which are not reasonably determinable by the Contractor in sufficient time to avoid damage shall be reported immediately to KEH. Work at such locations shall not continue until permitted by KEH. Any required repairs shall be made by the Contractor, or by others, in a manner approved by KEH. If the repairs are made by the Contractor, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. If other extra expense is incurred by the Contractor due to the existence of facilities that are not shown on the Drawings, identified in the Specifications, marked in the field, or the locations of which are not reasonably determinable by the Contractor at the time of bidding, an equitable adjustment will be made and the Contract modified in writing accordingly.

54.5 When excavation work endangers the stability of known existing facilities, the Contractor shall provide adequate shoring, bracing and temporary guying to protect the facilities until

backfilling is completed. This protection shall be the Contractor's responsibility entirely.

SECTION 55 HEALTH AND SAFETY REQUIREMENTS

55.1 The Contractor shall take all reasonable precautions in the performance of the Work to protect the safety and health of employees and of members of the public. The Contractor shall comply with all applicable DOE, Federal, or State regulations and requirements relating to health and safety including, but not limited to, OSHA, and WISHA codes. The Contractor shall be responsible to comply, without any additional expense to KEH, with new or modified State, Federal, and DOE requirements or regulations. Where there is a difference in regulations or requirements, the most stringent shall apply.

55.2 Within thirty (30) days after award of this Contract, but no later than five (5) days prior to commencing onsite work, the Contractor shall submit a safety program acceptable to KEH and the name and qualifications of a competent supervisor assigned responsibility for administration of the safety program. If required by the Contract Documents, the Contractor shall provide a full-time, qualified Safety Representative. The safety program shall include, among other things, a "job safety analysis." A job safety analysis is the breaking down into component parts of any method or procedure to (1) determine the hazards connected therewith and the requirements or qualifications of those who are to perform the work; (2) identify hazards associated with each step or task; and (3) implement solutions to eliminate, nullify, or reduce to a minimum the consequences of such hazards.

55.3 The Contractor shall submit its past two (2) years' industrial injury/illness experience for KEH review. Submittal of this experience may be on, or obtained from, OSHA Form No. 200, "Log and Summary of Occupational Injuries and Illnesses."

(Each employer subject to recordkeeping requirements of the Occupational Safety and Health Act of 1970 must maintain a log of all recordable occupational injuries and illnesses. OSHA Form No. 200 may be used, or a suitable substitute, if as detailed, easily readable, and understandable as OSHA Form No. 200.)

55.4 Prior to commencing onsite work, the Contractor will be required to delegate a member of its supervisory staff to attend a safety orientation meeting conducted by KEH.

55.5 The Contractor shall maintain accurate accident and injury/illness records. As part of the reporting requirements, the Contractor shall:

55.5.1 Submit to KEH, by the fifth (5th) working day of each month, a report on OSHA Form No. 200, or equal, covering all injuries or illnesses in connection with this Contract which occurred during the previous month and if no injuries or illnesses occur during a month, a simple one line report;

55.5.2 Notify KEH immediately of all injuries/illnesses or other "unusual occurrence" on telephone No. 376-4117, an unusual occurrence being any deviation from the planned or projected behavior or course of events in connection with any DOE or DOE-controlled operation if the deviation has environmental protection, safety or health protection significance (i.e., property, equipment, vehicle damage; recordable injuries or illnesses); and

55.5.3 Cooperate in the conduct of accident investigations including submission of a comprehensive report of any accident which results in fatal or serious injuries/illnesses and/or property damage.

55.6 The Contractor shall certify in writing that all construction equipment to be used in the performance of this Contract complies with applicable OSHA/WISHA and ANSI requirements

and that their employees are qualified to operate or use said equipment. The Contractor shall provide such certification prior to obtaining badges and prior to using any equipment.

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

55.6.2 The Contractor shall notify KEH not less than twenty-four (24) hours prior to (1) bringing to the Worksite any construction equipment or (2) using any construction equipment that had been modified after being brought to the Worksite in any way that could affect such equipment's safe operation. KEH, at its discretion, may arrange for a safety check.

55.7 Representatives of KEH may conduct periodic inspections of the Contractor's construction equipment and work and storage areas for compliance with the applicable health and safety regulations. KEH will notify the Contractor of any observed noncompliance with applicable health and safety regulations. The Contractor shall immediately take appropriate corrective action. The Contractor shall advise KEH, in writing, within five (5) working days of the corrective action taken on any safety violation noted on a written Notice of Noncompliance.

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

55.8 Representative of KEH may issue an order stopping all or any part of the work under the following conditions:

55.8.1 Identification of an Imminent Danger defined as: Any condition or practice whereby a hazard exists that may cause death or serious physical harm to employees (permanent or prolonged impairment of the body or temporary disablement requiring hospitalization) unless immediate actions are taken to mitigate the effects of the hazard and/or remove employees from the hazard.

55.8.2 Identification of a build-up of uncorrected unsafe conditions, which independently are not an imminent hazard but together create a serious safety hazard.

The Contractor may not base any claim or request for equitable adjustment or additional time and money on any stop order issued under the above stated circumstances.

55.9 The Contractor is responsible for compliance by its Subcontractors with the safety requirements of this Contract. Contractor or Subcontractor's supervisors who are unable or unwilling to secure personnel performance in compliance with the safety requirements of this Contract are not acceptable. Also, Contractor and Subcontractor employees who fail or refuse to comply with the safety requirements of this Contract are not

acceptable. KEH may direct in writing that the Contractor remove such supervisors and employees from the worksite. If the Contractor fails to comply, KEH may cause removal of the individuals by Site Security personnel.

55.10 The Contractor shall comply with and be responsible for controlling Contractor's hazardous materials and dangerous wastes as directed by KEH in compliance with Federal, state, local and DOE regulations.

55.11 All key supervisory personnel of the Contractor must be qualified to Site safety requirements and practices. The key supervisors must be so qualified prior to the start of any on-site work under this Contract and must maintain their qualifications throughout the term of this Contract. Key supervisory personnel are defined as the on-site individuals in charge of and responsible for work at a specific location, plus the designated Safety representative.

Qualification is achieved by attendance at the basic safety training provided by KEH specifically for work at the Hanford Site. The training will consist of class room-type instruction and is anticipated to be 8 hours in length.

Qualification is maintained by attending the annual refresher program conducted by KEH.

55.12 The Contractor shall operate motor vehicles only on hard-surfaced or gravelled roads unless prior approval is obtained from KEH. During high fire hazard periods, the Contractor shall adhere to all restrictions for off-road travel which include, but are not limited to, requiring vehicles to carry fire extinguishers, shovels and radio communications. KEH reserves the right to ban all off-road travel during extreme fire hazard periods.

55.13 Preservation of Individual Occupational Radiation Records. Individual occupational radiation exposure records generated in the performance of work under this Contract shall be maintained by KEH (or by another DOE Contractor). Such records are subject to inspection by DOE, to which ownership of such records may eventually be conveyed.

55.14 Medical Clearance. Medical examinations will be required for each employee of the Contractor or Subcontractor in accordance with section 57.

55.15 Basic Dosimeter (Nonradiation Zone). Each employee of the Contractor and Subcontractor must have a basic dosimeter for entry into a Controlled Access Area. Dosimeters shall be worn behind the security badge.

55.15.1 Dosimeter issuing office and hours are the same as subsection 56.3.2 below.

55.15.2 Basic dosimeters will be issued free of charge and only for the duration of a specific contract or for the current calendar year, whichever ends first.

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

55.15.4 The Contractor shall be responsible for returning to KEH all dosimeters, including dosimeters issued to Subcontractor employees, at the time an employee's badge is to be returned, or when no longer needed. KEH will charge the Contractor \$50.00 for each dosimeter not returned within the times specified below (such charges may be deducted from payments otherwise due the Contractor and are not refundable):

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

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

SECTION 56 SECURITY REQUIREMENTS

56.1 **Citizenship.** Each Contractor and Subcontractor employee who require authorization to have access to the Worksite must be a citizen of the United States.

56.2 **Property Passes.** Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. KEH will advise the Contractor of procedures applicable to this Contract. Property passes will be issued on a one trip basis.

56.3 **Picture Security Badges.** For sites located within a Limited Area, no security clearance will be required; however, the following will be required:

56.3.1 Each Contractor and Subcontractor employee must have a picture security badge for access to any area within the Hanford Site. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.

56.3.2 Identification badges are issued free of charge by KEH Safeguard and Security Division, 1301 Building, 3000 Area; from 7:00 a.m. to 2:30 p.m., Monday through Friday (excluding legal holidays).

56.3.3 Security badges will be valid only for the duration of a specific contract or for the current calendar year whichever ends first.

56.3.4 If a contract performance period extends beyond December 31 of the current year, new security badges must be obtained before that date.

56.3.5 A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.

56.3.6 Each Contractor and Subcontractor employee is responsible for his/her badge and for returning their badge to the issuing office whenever one of the following occurs, but in any event, before final payment:

- a. Contract work is completed.
- b. Badge is no longer needed.
- c. Badge becomes void for any reason.

56.3.7 A charge of \$250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.

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

56.4 **Safety and Security Orientation.** Each employee of the Contractor and Subcontractor must receive a brief safety and security orientation briefing by KEH (approximately 50 minutes) before being issued a security badge.

Orientations will be conducted at the location and during the hours indicated in subsection 56.3.2 above.

56.5 **Prohibited Articles.** The bringing of the following onto the site of the work is strictly controlled: (i) weapons including but not limited to firearms, explosives, or incendiary devices, (ii)

cameras and camera film, except as otherwise stated below; and copying or reproducing devices, (iii) nonprescription narcotics or dangerous drugs and/or controlled substances, (iv) recording or portable transmitting devices, (v) alcoholic beverages, and/or (vi) other items similar in effect or purpose to any of the above.

56.5.1 Employees who transport, possess or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. (Exceptions: A Prohibited Articles Pass is not required for cameras and camera equipment when used outside of the 100, 200, 300 and 400 Limited Areas.)

56.5.2 Upon notification that an employee of the Contractor or Subcontractor is found to possess or is suspected of possessing narcotics, dangerous drugs and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to KEH Safeguards and Security and that the employee's Worksite access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.

56.5.3 Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Worksite will be denied for a minimum of one (1) year.

SECTION 57 MEDICAL EXAMINATIONS

57.1 The Contractor shall endeavor to employ only those persons who are physically qualified to perform work to which they are assigned at the Hanford Site. If the Contractor or KEH determines that there may be a question of the person's physical fitness to safely perform work to be assigned, the Contractor shall, with the approval of KEH, require such employee to undergo a medical examination.

57.2 In any case where it is determined that an employee is physically impaired, KEH reserves the right to determine whether or not the employee may be assigned to work at the Hanford Site and to determine any work assignment limitations to be imposed, and the Contractor shall be responsible for enforcing KEH's decision.

57.3 In the event that work under this Contract involves work in radiation zones, or routine exposure to toxic materials, pre-employment, interim and post employment medical examinations may be required for those employees assigned to such work, to the extent that the requirement for such medical examination is set forth in the Contract Documents or as deemed necessary by KEH.

57.4 Each person may be required to undergo a medical examination at the conclusion of his assignment of work under the Contract.

57.5 If medical examinations are required, they will be provided without charge to the Contractor for the cost of medical examination. All time spent by Contractor's employees for medical examinations shall be at the expense of the Contractor. KEH will arrange for medical examinations through the Hanford Environmental Health Foundation.

SECTION 58 DISPOSITION OF CONTAMINATED PERSONAL PROPERTY

58.1 The Contractor agrees to submit to KEH for survey and decontamination, if necessary, and for destruction or other disposal if KEH should determine that decontamination is

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

58.2 The necessary survey for detection of contamination will be performed immediately prior to the removal of any property from any location within the Hanford Controlled Access Area and/or the 300 and 400 Limited Areas. The Contractor shall notify

KEH not less than one (1) working day prior to each property (including equipment and tools) removal.

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

SECTIONS 59 - 82 RESERVED

9 0 1 0 9 4 4 0 1 5 1

Part D
Government-Mandated Requirements

SECTION 83 COVENANT AGAINST CONTINGENT FEES

83.1 The Contractor 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, KEH 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.

83.2 "Bona fide agency," as used in this section, means an established commercial or selling agency, maintained by the Contractor 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 section, means a person, employed by the Contractor and subject to the Contractor'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 section, 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 section, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

83.3 Unless otherwise authorized by KEH in writing, the Contractor shall cause provisions similar to the foregoing to be inserted in all Subcontracts and Purchase Orders entered into under this Contract.

SECTION 84 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

84.1 This section 84 applies if the Contract Price exceeds \$10,000 and was entered into by negotiation.

84.2 The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until three (3) years after final payment under this Contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract.

84.3 The periods of access and examination in subsection 84.2 above for records relating to (1) litigation or settlement of claims arising from the performance of this Contract, or (2) 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 litigation, claims, or exceptions are disposed of.

84.4 Nothing in this Contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this Contract.

SECTION 85 ACCOUNTS, RECORDS, AND INSPECTION

85.1 Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting all allowable costs incurred, revenues or other applicable credits, fixed-fee accruals, and the receipt, use, and disposition of all Government property coming into the

possession of the Contractor under this Contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

85.2 Inspection and audit of accounts and records. All books of account and records relating to this Contract shall be subject to inspection and audit by DOE at all reasonable times, before and during the period of retention provided for in subsection 85.4 below, and the Contractor shall afford DOE proper facilities for such inspection and audit.

85.3 Audit of Subcontractors' records. The Contractor also agrees, with respect to any Subcontracts (including fixed-price or unit-price Subcontracts or Purchase Orders) where, under the terms of the Subcontract, costs incurred are a factor in determining the amount payable to the Subcontractor of any tier, to either conduct an audit of the Subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the Contracting Officer.

85.4 Disposition of records. Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, and other data evidencing costs allowable, revenues, and other applicable credits under this Contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the Work or, in any event, as the Contracting Officer shall direct upon completion or termination of this Contract and final audit of accounts hereunder. Except as provided in this Contract, all records in the possession of the Contractor relating to this Contract shall be preserved by the Contractor for a period of three (3) years after final payment under this Contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

85.5 Reports. The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the Work under this Contract as KEH may from time to time require.

85.6 Inspections. The DOE and KEH shall have the right to inspect the Work and activities of the Contractor under this Contract at such times in such manner as they shall deem appropriate.

85.7 Subcontracts. The Contractor further agrees to require the inclusion of provisions similar to those in subsections 85.1 through this subsection 85.7 in all Subcontracts (including fixed-price or unit-price Subcontracts or Purchase Orders) of any tier entered into hereunder where, under the terms of the Subcontract, costs incurred are a factor in determining the amount payable to the Subcontractor.

SECTION 86 CERTIFIED COST OR PRICING DATA

86.1 This section 86 shall apply to this Contract if the Contract Price is over \$100,000 and to any Modification over \$100,000, even though the original Contract Price is \$100,000 or less.

86.1.1 The Contractor shall require under the situations described in subsection 86.1.2 below, unless exempted under the exceptions set forth in subsection 86.1.3 below, each Subcontractor under this Contract to submit cost or pricing data and to certify that, to the best of knowledge and belief, such cost or pricing data are accurate, complete, and current.

86.1.2 Except as provided in subsection 86.1.3 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 Contract for which the price adjustment is expected to exceed \$100,000.

86.1.3 Certified cost or pricing data need not be furnished pursuant to subsection 86.1.1 where (i) the Contractor 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 Contractor states in writing, the basis for applying this exception.

86.1.4 In submitting the cost or pricing data, the Subcontractor shall use the form of certificate set forth in subsection 86.2 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 Contractor and by sub-subcontractors to the next higher tier sub-subcontractor or Contractor, as applicable, for retention.

86.2 The certificates required by this section shall be in the form set forth below.

3 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 was agreed to.

86.3 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, DOE shall, until the expiration of three (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.

86.4 If the original Contract Price exceeds \$100,000 or the price of any change or other Modification to this Contract is expected to exceed \$100,000, the Contractor agrees to furnish KEH certified cost or pricing data, using the certificate set forth in subsection 86.2 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.

86.5 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.

86.6 The Contractor agrees to insert subsection 86.3 without change and the substance of subsections 86.1.1 - 86.1.4, 86.2, 86.4, 86.5, and 86.6 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.

86.7 If KEH 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 Contractor, or any Subcontractor pursuant to this section or any Subcontract section herein required, furnished incomplete or inaccurate cost or pricing data or data not current as certified in the Contractor'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.

86.8 Failure of KEH and the Contractor to agree on any of the matters in subsection 86.7 above shall be a dispute concerning a question of fact subject to the Disputes provisions of this Contract.

86.9 The Contractor shall indemnify KEH for any liability, including any costs, KEH may incur in any way arising out of Contractor's failure to comply with this section or to provide accurate cost or pricing data.

NOTE: Since the Contract is subject to reduction under this section by reason of defective cost or pricing data submitted in connection with certain Subcontracts, it is expected that the Contractor may wish to include a section in each such Subcontract requiring the Subcontractor to appropriately indemnify the Contractor. It is also expected that any Subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by its lower-tier subcontractors.

SECTION 87 SECURITY

87.1 Responsibility. Contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Contractor's possession in connection with the performance of work under this Contract. Except as otherwise expressly provided in this Contract, the Contractor shall, upon completion or termination of this Contract, transmit to DOE or KEH on behalf of DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this Contract. If retention by the Contractor of any classified matter is required after the completion or termination of the Contract and such retention is approved by the Contracting Officer, the Contractor will complete a certificate of possession to be furnished to DOE specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the Contracting Officer, the security provisions of this Contract will continue to be applicable to the matter retained. Special nuclear materials will not be retained after the completion or termination of the Contract.

87.2 Regulations. The Contractor agrees to comply with all security regulations and requirements of DOE and of KEH. KEH's regulations and requirements are set out in the KEH Security Procedures. A copy of these procedures is available from the

KEH Contract Administrator Manager for the Contractor's use and reference.

87.3 Definition of Classified Information. The term "classified information" means Restricted Data, Formerly Restricted Data or National Security Information.

87.4 Definition of Restricted Data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

87.5 Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

87.6 Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

87.7 Definition of Special Nuclear Material (SNM). SNM means: (1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

87.8 Security Clearance of Personnel. The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirement applicable to the particular level and category of classified information to which access is required.

87.9 Criminal Liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this Contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States. (See the Atomic Act of 1954, as amended, 42 U.S.C. 2100 et seq; 18 U.S.C. 793 and 794; and Executive Order 12356.)

87.10 Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all Subcontracts and Purchase Orders under this Contract.

SOCIO-ECONOMIC REQUIREMENTS

(Sections 88 - 96)

SECTION 88 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

88.1 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.

88.2 The Contractor hereby agrees to carry out this policy in the awarding of Subcontracts to the fullest extent consistent with efficient contract performance. The Contractor 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 Contractor's compliance with this section.

88.3 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:

88.3.1 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

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

The Contractor 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.

88.4 Contractors 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.

SECTION 89 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

89.1 If the Contract Price exceeds \$1,000,000, the Contractor (unless it is a small business concern) shall adopt a subcontracting plan. This plan shall address separately subcontracting with small business concerns and small disadvantaged business concerns and shall be similar to the one adopted by KEH. (KEH's plan and requirements are available from the KEH Subcontracting Plan Administrator.) Contractor's subcontracting plan must be approved by KEH and, as adopted by the Contractor, is a part of this Contract.

89.2 The Contractor shall 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 semi-annually. In addition, the Contractor shall indicate at the remarks block of SF 294, the number and dollar amount of awards made to labor surplus area concerns to the extent such reporting is required pursuant to this Contract.

89.3 The failure of the Contractor to comply in good faith with (1) the section of this Contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) the subcontracting plan adopted by it pursuant to subsection 89.1 shall be a material breach of this Contract.

SECTION 90 UTILIZATION OF LABOR SURPLUS AREA CONCERNS

90.1 Applicability. This section is applicable if this Contract exceeds the appropriate small purchase limitation in Part 13 of the Federal Acquisition Regulation.

90.2 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 Contractor agrees to use its best efforts to place Subcontracts in accordance with this policy.

90.3 Order of Preference. In complying with subsection 90.2 above and with subsection 88.3 of that section entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," the Contractor 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.

90.4 Definitions. "Labor surplus area," as used in this section, 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 section, means a concern that together with its first tier Subcontractors will perform substantially in labor 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.

SECTION 91 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM

(This section 91 is applicable only if the Contract price exceeds \$500,000.)

91.1 See the Utilization of Labor Surplus Area Concerns section of this Contract for applicable definitions.

91.2 The Contractor 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 Contractor shall:

91.2.1 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 section, and (iii) administer the Contractor's labor surplus area subcontracting program;

91.2.2 Provide adequate and timely consideration of the potentialities of LSA concerns in all make-or-buy decisions;

91.2.3 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;

91.2.4 Include the Utilization of Labor Surplus Area Concerns section in Subcontracts that offer substantial LSA subcontracting opportunities; and

91.2.5 Maintain records showing (i) the procedures adopted, and (ii) the Contractor's performance, to comply with this section. The records will be kept available for review by the Government until the expiration of one (1) year after the award of this Contract, or for such

longer period as may be required by any other section of this Contract or by applicable law or regulations.

91.3 The Contractor further agrees to insert in any related Subcontract that may exceed \$500,000 and that contains the Utilization of Labor Surplus Area Concerns section, terms that conform substantially to the language of this section 91, including this subsection 91.3, and to notify KEH of the names of Subcontractors.

SECTION 92 EQUAL OPPORTUNITY

92.1 During performing this Contract, the Contractor agrees as follows:

92.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.

92.1.2 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, 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.

92.1.3 The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer or KEH that explain this section.

92.1.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, or national origin.

92.1.5 The Contractor 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 Contracting Officer of KEH advising the labor union or workers' representative of the Contractor's commitments under this section, and post copies of the notice in conspicuous places available to employees and applicants for employment.

92.1.6 The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

92.1.7 The Contractor shall furnish to the DOE 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 thirty (30) days following the award, unless filed within twelve (12) months preceding the date of award.

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

92.1.9 If the OFCCP determines that the Contractor is not in compliance with this section or any rule, regulation, or order of the Secretary of Labor, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor 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

9010974155

the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

92.1.10 The Contractor shall include the terms and conditions of subsection 92.1.1 through 92.1.11 of this section 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.

92.1.11 The Contractor shall take such action with respect to any Subcontract or Purchase Order as the DOE may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

SECTION 93 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS

(This section 93 is applicable only if the Contract Price is over \$10,000.)

93.1 Definitions. "Covered area," as used in this section, means the geographical area described in the solicitation for this Contract.

"Director," as used in this section, 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 section, 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 section, means -

(i) 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);

(ii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iii) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(iv) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

93.2 If the Contractor, 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 section and the Notice containing the goals for minority and female participation stated in the solicitation for this Contract.

93.3 If the Contractor 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. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity section, 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

contractors or subcontractors toward a goal in an approved plan does not excuse the Contractor's or Subcontractor's failure to make good faith efforts to achieve the plan's goals.

93.4 The Contractor shall implement the affirmative action procedures in subsections 93.7.1 through 93.7.16 of this section. 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 Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor 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 Contractor is expected to make substantially uniform progress toward its goals in each craft.

93.5 Neither the terms and conditions of any collective bargaining agreement nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this section, Executive Order 11246, as amended, or the regulations thereunder.

93.6 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 Contractor during the training period, and the Contractor 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.

93.7 The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this section shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

93.7.1 Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

93.7.2 Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organization when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

93.7.3 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 and 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 Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

93.7.4 Immediately notify the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or women sent by the Contractor,

9 3 1 9 9 4 0 1 5 7

or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

93.7.5 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 Contractor's employment needs, especially those program funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subsection 93.7.2 above.

93.7.6 Disseminate the Contractor's equal employment policy by -

- a. Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meetings its contract obligations;
- b. Including the policy in any policy manual and in collective bargaining agreements;
- c. Publicizing the policy in the company newspaper, annual report, etc.;
- d. Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
- e. Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

93.7.7 Review, at least annually, the Contractor'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 jobsite. 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.

93.7.8 Disseminate the Contractor'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 contractors and subcontractors with which the Contractor does or anticipates doing business.

93.7.9 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 Contractor's recruitment area and employment needs. Not later than one (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.

93.7.10 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 Worksite and in other areas of the Contractor's workforce.

93.7.11 Validate all tests and other selection requirements where required under 41 CFR 60-3.

93.7.12 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.

93.7.13 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 Contractor's obligations under this Contract are being carried out.

93.7.14 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.

93.7.15 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.

93.7.16 Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

93.8 The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subsection 93.7.1 through 93.7.16. The efforts of a contractor 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 subsection 93.7.1 through 93.7.16, provided the Contractor -

- 93.8.1 Actively participates in the group;
- 93.8.2 Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- 93.8.3 Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- 93.8.4 Makes a good-faith effort to meet its individual goals and timetables; and
- 93.8.5 Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

93.9 A single goal for minorities and a separate single goal for women shall be established. The Contractor 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 Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

93.10 The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

93.11 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

93.12 The Contractor shall carry out such sanctions and penalties for violation of this section and of the Equal Opportunity section, 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 section and Executive Order 11246, as amended.

93.13 The Contractor, in fulfilling its obligations under this section, shall implement affirmative action procedures at least as extensive as those prescribed in subsection 93.7 above, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this section, the Director shall take action as prescribed in 41 CFR 60-4.8.

93.14 The Contractor shall designate a responsible official to -

93.14.1 Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

93.14.2 Submit reports as may be required by the Government; and

93.14.3 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.

93.15 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).

SECTION 94 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS

(This section 94 is applicable only if the Contract Price is over \$10,000.)

94.1 Definitions. "Appropriate office of the State employment service system," as used in this section, means the local office of the Federal-State national system of 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 Contractor proposes to fill from within its own organization," as used in this section, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

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

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

(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 Contractor 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.

94.2 General

94.2.1 Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor 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:

- a. Employment;
- b. Upgrading;
- c. Demotion or transfer;
- d. Recruitment;
- e. Advertising;
- f. Layoff or termination;
- g. Rates of pay or other forms of compensation; and
- h. Selection for training, including apprenticeship.

94.2.2 The Contractor 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.

94.3 Listing Openings

94.3.1 Listing Openings. The Contractor agrees to list all suitable employment openings existing at the awarding of this Contract or occurring during its 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 Contractor facility, including one not connected with performing this Contract. An independent corporate affiliate is exempt from this requirement.

94.3.2 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.

94.3.3 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 Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

94.3.4 Whenever the Contractor becomes contractually bound to the listing terms of this section, 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 Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this section.

94.3.5 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.

94.4 Applicability

94.4.1 This section 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.

94.4.2 The terms of subsections 94.3.1 through 94.3.5 do not apply to openings that the Contractor 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.

94.5 Postings

94.5.1 The Contractor agrees to post employment notices stating (i) the Contractor'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.

94.5.2 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 KEH.

94.5.3 The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor 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.

94.6 Noncompliance. If the Contractor does not comply with the requirements of this section, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

94.7 Subcontracts. The Contractor shall include the terms of this section in every Subcontract or Purchase Order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

SECTION 95 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(This section 95 is applicable only if the Contract Price exceeds \$2,500.)

95.1 General

95.1.1 Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor 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:

- a. Employment;
- b. Upgrading;
- c. Demotion or transfer;
- d. Recruitment;
- e. Advertising;
- f. Layoff or termination;
- g. Rates of pay or other forms of compensation; and
- h. Selection for training, including apprenticeship.

95.1.2 The Contractor 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.

95.2 Postings

95.2.1 The Contractor agrees to post employment notices stating (i) the Contractor'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.

95.2.2 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 KEH.

95.2.3 The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the 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.

95.3 Noncompliance. If the Contractor does not comply with the requirements of this section, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

95.4 Subcontracts. The Contractor shall include the terms of this section in every Subcontract or Purchase Order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

SECTION 96 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES

96.1 "Women-owned small businesses," as used in this section, 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 section, means exercising the power to make policy decisions.

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

96.2 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.

96.3 The Contractor 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 this Contract.

SECTIONS 97 - 105 RESERVED

LABOR (Sections 106-109)

SECTION 106 NOTICE OF LABOR DISPUTES

106.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice including all relevant information to KEH.

106.2 The Contractor agrees to insert the substance of this section, including this subsection 106.2, 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 the Contractor, as the case may be, of all the relevant information concerning the dispute.

SECTION 107 CONVICT LABOR

107.1 In connection with the performance or work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment, except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

SECTION 108 CONSTRUCTION LABOR STANDARDS

108.1 Davis Bacon Act (40 USC 276a - 276a-7)

108.1.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 3), 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 Contractor 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 subsection 108.1.4 hereof; also, regular contributions made or cost 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 weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in the section 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 classification and wage rates conformed under subsections 108.1.2.a through 108.1.2.d hereof) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

108.1.2

a. The Contracting Officer 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 Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when 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; and

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer 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 Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator of the Wage and Hour Division, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30)-day period that additional time is necessary.

c. In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator of the Wage and Hour Division, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30)-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to subsections 108.1.2.b or 108.1.2.c hereof, 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.

108.1.3 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 Contractor 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.

108.1.4 If the Contractor does not make payments to a trustee or other third person, the Contractor 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 Contractor, that applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

108.1.5 Subsection 108.1.1 through 108.1.4 hereof shall apply to this Contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act, or (2) a Subcontract also subject to the Davis-Bacon Act under such prime contract.

108.2 Contract Work Hours and Safety Standards Act - Overtime Compensation (40 U.S.C. 327-333). This Contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

108.2.1 Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) 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 forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

108.2.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subsection 108.2.1 hereof, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor 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 subsection 108.2.1 hereof, in the sum of \$10 for each calendar day for which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by provisions set forth in subsection 108.2.1 hereof.

108.2.3 Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with KEH, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by KEH, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subsection 108.2.2 hereof.

108.2.4 Payrolls and Basic Records

a. The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three (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 subsection 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.

b. The records to be maintained under subsection 108.2.4a hereof shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job.

108.2.5 Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts at all lower tiers, the provisions set forth in subsections 108.2.1 through 108.2.5 hereof and also a clause requiring the Subcontractors to include these provisions in any lower tier Subcontracts. KEH shall be responsible for compliance by Contractor, any Subcontractor or lower tier Subcontractor with the provisions set forth in subsections 108.2.1 through 108.2.5 hereof.

108.3 Apprentices and Trainees

108.3.1 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 ninety (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 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 Contractor as 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 above, shall be paid not less than the applicable wage rate on the 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 Contractor 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 Contractor'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 journeymen 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 Contractor 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.

108.3.2 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 journeyman 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 on 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 on 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 on 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 on the wage determination of the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor 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.

108.3.3 Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

108.4 Payroll and Basic Records

108.4.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 subsection 108.1.4 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 Contractor 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. Contractors employing apprentices or trainees under approved program 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 programs.

108.4.2

a. The Contractor shall submit weekly for each week in which any contract work is performed two copies of all payrolls to the Contracting Officer if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to KEH for transmission to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subsection 108.4.1 hereof. The information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents, Government Printing Office. The Contractor is responsible for the submission of copies of payrolls by all Subcontractors.

b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

i. That the payroll for the payroll period contains the information required to be maintained under subsection 108.4.1 hereof 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 Regulations, 29 CFR Part 3;

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.

c. 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 subsection 108.4.2.b hereof.

d. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal

prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

108.4.3 The Contractor or Subcontractor shall make the records required under subsection 108.4.1 available for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The Contractor and Subcontractors shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such record available may be grounds for debarment action pursuant to 29 CFR 5.12.

108.5 Compliance with Copeland Act Requirement. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

108.6 Withholding. The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with KEH, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by KEH, 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 Contractor 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 Worksite (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Contracting Officer may, after written notice to KEH, 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.

108.7 Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts at all lower tiers, the subsections 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," "Subcontracts," "Contract Termination- Debarment," "Disputes Concerning Labor Standards," "Compliance With Davis-Bacon and Related Act Requirements," and "Certification of Eligibility," and such other clauses as the Contracting Officer may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. KEH shall be responsible for compliance by the Contractor, Subcontractor, or lower tier Subcontractor with all the Contract sections cited above.

108.8 Contract Termination Debarment. A breach of the Contract subsections 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," "Compliance With Davis-Bacon and Related Act Requirements," and "Certification of Eligibility," may be ground for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

108.9 Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general Disputes section of this Contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this section include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

108.10 Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

108.11 Certification of Eligibility. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor'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).

108.11.1 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).

108.11.2 The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION 109 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

109.1 The Site Stabilization Agreement for all construction work for the DOE at the Hanford Site (hereinafter referred to as "Site Stabilization Agreement"), which is referenced in this Section 109, consists of a Basic Agreement dated September 10, 1984, plus appendices thereto, signed by J.A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., The Building and Construction Trades Department, AFL-CIO, and its affiliated International Unions, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

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

109.2 This Section 109 applies to employees performing work, under contracts (or subcontracts thereunder) administered by the Richland Operations Office of the U.S. Department of Energy (DOE-RL) which are subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.

109.3 Contractors and Subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE-RL construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including all current appendices thereto. Subcontractors at all tiers who have Subcontracts with a signatory contractor or Subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including all current appendices thereto.

109.4 Contractors and Subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under subsection 109.3 above to become signatory to it, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Site Stabilization Agreement:

9 3 1 2 9 7 4 0 1 6 3

- 109.4.1 Article VII, Employment, Section 2 only.
- 109.4.2 Article XII, Non-Signatory Contractor Requirements.
- 109.4.3 Article XIII, Hours of Work, Shifts, and Overtime.
- 109.4.4 Article XIV, Holidays.
- 109.4.5 Article XV, Wage Scales and Fringe Benefits, Sections 1 and 2 only.
- 109.4.6 Article XVII, Payment of Wages-Checking In & Out, Section 3 only.
- 109.4.7 Article XX, General Working Conditions.
- 109.4.8 Article XXI, Safety and Health.

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

109.6 The obligation of the Contractor and its Subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1, 5).

109.7 The Contracting Officer may, from time to time, direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including all current appendices thereto, may be modified by the parties thereto from time to time.

109.8

109.8.1 In the event of failure to comply with subsections 109.3, 109.4, 109.5, 109.6, and 109.7 above, or failure to perform any of the obligations imposed upon the Contractor and its Subcontractors hereunder, KEH may withhold any payments due to the Contractor and may terminate the Contract for default.

109.8.2 The rights and remedies of KEH provided in this Section 109 shall not be exclusive and are in addition to any other rights and remedies of KEH provided by law or under this Contract.

109.9 The requirements of this Section 109 are in addition to, and shall not relieve the Contractor of any obligation imposed by other sections or subsections of this Contract, including those entitled "Construction Labor Standards," "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act - Overtime Compensation," "Payrolls and Basic Records," "Compliance with Copeland Act Requirement," "Withholding", and "Contract Termination Debarment."

109.10 The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Section 109, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by subsections 109.3, 109.4, 109.5, 109.6, and 109.7 hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him to interview employees during working hours on the job.

109.11 The Contractor agrees to insert the provisions of this section 109, including this subsection 109.11, in all Subcontracts for the performance of work subject to the Davis-Bacon Act administered by DOE-RL at the DOE's Hanford Site.

SECTION 110 CLEAN AIR AND WATER REGULATIONS

(This section 110 is applicable only if (a) the Contract Price exceeds \$100,000, (b) KEH has determined that the work under an indefinite quantity contract in any one (1) year will exceed \$100,000, (c) a facility to be used has been the subject of a conviction under the Air Act [42 U.S.C. 7413(c)(1)] or the Water Act [33 U.S.C. 1319(c)] and is listed by EPA as a violating facility, or (d) the Contract is not otherwise exempt.)

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

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

(i) 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;

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

(iii) 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

(iv) 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 section, 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 section, means compliance with -

(A) Clean air or water standards; or

(B) 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 clause, means any buildings, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or Subcontractor, used in the performance of the 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 clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

110.2 The Contractor agrees -

110.2.1 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;

110.2.2 That no portion of the work required by this 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;

110.2.3 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

110.2.4 To insert the substance of this section into any nonexempt Subcontract, including this subsection 110.2.4.

SECTION 111 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

111.1 The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313C, for all hazardous materials five (5) days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this Contract which will involve exposure to hazardous materials or items containing these materials.

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

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

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

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

111.5.1 To use, duplicate, and disclose any data to which this section is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials; (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for the Government for these purposes.

111.5.2 To use, duplicate, and disclose data furnished under this section, in accordance with subsection 111.5.1 above, in precedence over any other section of this Contract providing for rights in data.

111.5.3 That the Government is not precluded from using similar or identical data acquired from other sources.

111.5.4 That the data shall not be duplicated, disclosed, or released outside the Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this section applies -

"This is furnished under United States Government Contract No. _____ and shall not be used, duplicated, or disclosed for any acquisition or

manufacturing purpose without the permission of _____ . This legend shall be marked on any reproduction of this data."

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

111.6 The Contractor shall insert this section, including this subsection 111.6, with appropriate changes in the designation of the parties, in Subcontracts at any tier (including purchase designations or Purchase Orders) under this Contract involving hazardous material.

SECTION 112 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

(This section is applicable only if the Contract Price exceeds \$10,000.)

112.1 The Contractor shall report to the Contracting Officer and KEH promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

112.2 In the event of any claim or suit against KEH or the 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 hereunder, the Contractor shall furnish KEH and the Government when requested, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

112.3 This section shall be included in all Subcontracts.

SECTION 113 PATENT INDEMNITY

113.1 If the Contract Price is in excess of \$10,000, the Contractor shall indemnify the Government and KEH and their officers, agents, and employees against liability, including costs, for infringement of any United States letter patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or out of construction, alteration, modification, or repair of real property (referred to as "construction work" in this section) under this Contract, or out of the use or disposal by or for the account of KEH or the Government of such supplies or construction work. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by KEH or the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof, and further, such indemnity shall not apply to:

113.1.1 An infringement resulting from compliance with specific written instructions of KEH directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performances of the Contract not normally used by the Contractor;

113.1.2 A claimed infringement which is settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

SECTION 114 REPORTING OF ROYALTIES

114.1 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 KEH, the Contractor agrees to report in writing to the DOE (Patent Counsel) and KEH 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 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.

SECTION 115 RIGHTS IN DATA--GENERAL

115.1 Definitions.

"Computer software," as used in this section means computer programs, computer data bases, and documentation thereof.

"Data," as used in this section, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this section, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formula, and flow charts of the software.

"Limited rights data," as used in this section, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

"Technical data," as used in this section, means data (other than computer software) which are of a scientific or technical nature.

"Restricted computer software," as used in this section, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Unlimited rights," as used in this section, means the right of KEH and of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

"Limited rights," as used in this section, means the rights of KEH and of the Government in limited rights data as set forth in the Limited Rights Notice of subsection 115.7.2 if included in this section.

"Restricted rights," as used in this section, means the rights of KEH and of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subsection 115.7.3 if included in this section, or as otherwise may be provided in a collateral agreement incorporated in and made part

of this Contract, including minor modifications of such computer software.

115.2 Allocations of Rights

115.2.1 Except as provided in subsection 115.3 below regarding copyright, KEH and the Government shall each have unlimited rights in -

a. Data first produced in the performance of this Contract;

b. Form, fit, and function data delivered under this Contract;

c. Data delivered under this Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair items, components, or processes delivered or furnished for use under this Contract; and

d. All other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software in accordance with subsection 115.7 below.

115.2.2 The Contractor shall have the right to -

a. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, unless provided otherwise in subsection 115.4 below;

b. Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in subsection 115.7 below;

c. Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with subsection 115.5 and 115.6 below; and

d. Establish claim to copyright subsisting in data first produced in the performance of this Contract to the extent provided in subsection 115.3.1 below.

115.3 Copyright

115.3.1 Data first produced in the performance of this Contract. Unless provided otherwise in subsection 115.4 below, the Contractor may establish, without the prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this Contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this Contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to KEH, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to KEH and to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to KEH and to the Government and others acting

in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

115.3.2 Data not first produced in the performance of this Contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this Contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 and 402, unless the Contractor identifies such data and grants to KEH and to the Government, or acquires on their behalf, a license of the same scope as set forth in subsection 115.3.1 above; provided, however, that if such data are computer software KEH and the Government shall each acquire a copyright license as set forth in subsection 115.7.3 below if included in this Contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this Contract.

115.3.3 Removal of copyright notices. KEH agrees on behalf of itself and the Government not to remove any copyright notices placed on data pursuant to this subsection 115.3 and to include such notices on all reproductions of the data.

9 0 1 3 0 3 1 6 7
115.4 Release, Publication and Use of Data

115.4.1 The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided below in this subsection or expressly set forth in this Contract.

115.4.2 The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this Contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

115.4.3 The Contractor agrees not to establish claim to copyright in computer software first produced in the performance of this Contract without prior written permission of the Contracting Officer. When such permission is granted, the Contracting Officer shall specify appropriate terms to assure dissemination of the software. The Contractor shall promptly deliver to the Contracting Officer or to the Patent Counsel designated by the Contracting Officer a duly executed and approved instrument fully confirmatory of all right to which KEH and the Government are entitled, and other terms pertaining to the computer software to which claim to copyright is made.

115.5 Unauthorized Marking of Data

115.5.1 Notwithstanding any other provisions of this Contract concerning inspection or acceptance, if any data delivered under this Contract are marked with the notices specified in subsections 115.7.2 or 115.7.3, if included, below and use of such is not authorized by this section, or if such data bears any other restrictive or limiting markings not authorized by this Contract, KEH may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

a. KEH shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

b. If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by KEH for good cause shown), KEH shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

c. If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subsection 115.5.1.a above, KEH shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If KEH, with the concurrence of the Contracting Officer, determines that the markings are authorized, the Contractor shall be so notified in writing. If KEH determines, with concurrence of the Contracting Officer and the head of the contracting activity, that the markings are not authorized, KEH shall furnish the Contractor a written determination, which determination shall become the final decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of KEH's decision. KEH shall continue to abide by the markings under this subsection 115.5.1.c until final disposition of the matter by court decision if suit is filed (in which instance KEH shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions).

115.5.2 The time limits in the procedures set forth in subsection 115.5.1 above may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

115.5.3 This subsection 115.5 does not apply if this Contract is for a major system or for support of a major system by a civilian agency other than NASA and the U. S. Coast Guard subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

115.6 Omitted or Incorrect Markings

115.6.1 Data delivered to KEH without either the limited rights or restricted rights notice as authorized by subsection 115.7 below, or the copyright notice required by subsection 115.3 above, shall be deemed to have been furnished with unlimited rights, and KEH assumes no liability for disclosure, use, or reproduction of such data. However, to the extent the data have not been disclosed without restriction outside KEH or the Government, or others acting on its behalf, the Contractor may request, within 6 months (or a longer time approved by KEH for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and KEH may agree to do so if the Contractor -

a. Identifies the data to which the omitted notice is to be applied;

b. Demonstrates that the omission of the notice was inadvertent;

c. Establishes that the use of the proposed notice is authorized; and

d. Acknowledges that KEH, the Government, and others acting on its behalf, have no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

115.6.2 KEH may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

115.7 Protection of Limited Rights Data and Restricted Computer Software

115.7.1 When data other than that listed in subsections 115.2.1.a, 115.2.1.b, and 115.2.1.c above are specified to be delivered under this Contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to KEH under this Contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to KEH is to be treated as limited rights data and not restricted computer software.

115.7.2 Not included.

115.7.3 Not included.

115.8 Subcontracting. The Contractor has the responsibility to obtain from its Subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to KEH and the Government under this Contract. If a Subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of KEH and not proceed with Subcontract award without further authorization.

115.9 Relationship to Patents. Nothing contained in this section shall imply a license to KEH or to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to KEH or to the Government.

115.10 The Contractor agrees, except as may be otherwise specified in this Contract, for specified data items listed as not subject to this section, that the Contracting Officer or an authorized representative may, up to three (3) years after acceptance of all items to be delivered under this Contract, inspect at the Contractor's facility any data withheld pursuant to subsection 115.7.1 above, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

SECTION 116 ADDITIONAL DATA REQUIREMENTS

116.1 In addition to the data (as defined in the section entitled Rights in Data - General, included in this Contract) specified elsewhere in this Contract to be delivered, KEH may, at any time during contract performance or within a period of three (3) years after acceptance of all items to be delivered under this Contract, order any data first produced or specifically used in the performance of this Contract.

116.2 The Rights in Data - General section included in this Contract is applicable to all data ordered under this Additional Data Requirements section. Nothing contained in this section shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data - General section of this Contract, or data which are specifically identified in this Contract as not subject to this section.

116.3 When data are to be delivered under this section, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

116.4 KEH may release the Contractor from the requirements of this section for specifically identified data items at any time during the 3-year period set forth in 116.1 above.

SECTION 117 AUTHORIZATION AND CONSENT

117.1 The Government has given its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this Contract or any part hereof or any amendment hereto or any Subcontract hereunder (including all lower-tier subcontracts).

SECTION 118 BUY AMERICAN ACT

118.1 The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

"Components," as used in this section, means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material," as used in this section, means articles, materials, and supplies brought to the construction site for incorporation into the building or Work.

"Domestic construction material," as used in this section, means (1) an unmanufactured 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 the Federal Acquisition Regulation (FAR) shall be treated as domestic.

118.2 The Contractor agrees that only domestic construction material will be used by the Contractor, Subcontractors, materialmen, and Suppliers in the performance of this Contract, except for foreign construction materials, if any, listed in this Contract.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954, as amended, and Subpart 25.2 of the FAR.)

SECTION 119 OFFICIALS NOT TO BENEFIT

119.1 No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of the Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

SECTION 120 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

120.1 Except as provided in subsection 120.2, the Contractor 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.

120.2 The prohibition in subsection 120.1 does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

120.3 The Contractor agrees to incorporate the substance of this section, including this subsection 120.3, in all Subcontracts under this Contract.

SECTION 121 ANTI-KICKBACK PROCEDURES

121.1 Definitions

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

"Prime contract," as used in this section, 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," as used in this section, means a person who has entered into a prime contract with the United States.

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

"Subcontract," as used in this section, 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 section, (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 section means any officer, partner, employee, or agent of a subcontractor.

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

121.2.1 Providing or attempting to provide or offering to provide any kickbacks;

121.2.2 Soliciting, accepting, or attempting to accept any kickback; or

121.2.3 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.

121.3

121.3.1 When the Contractor has reasonable grounds to believe that a violation described in subsection 121.2 may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the DOE, the head of the DOE

if the agency does not have an inspector general, or the Department of Justice.

121.3.2 The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in subsection 121.2.

121.3.3 The Contracting Officer may-

a. Offset the amount of the kickback against any monies owed by the United States under the Prime Contract and/or

b. Direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract the amount of any kickback.

The Contracting officer may order that monies withheld under subsection 121.3.3.b be paid over to the Government unless the Government has already offset those monies under subsection 121.3.3.a. In either case, the prime contractor shall notify the Contracting Officer when the monies are withheld."

121.3.4 The Contractor agrees to incorporate the substance of this section, including this subsection 121.3.4, in all subcontracts under this Contract.

SECTION 122 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

122.1 The Contractor shall report at least annually, as required by the Secretary of Labor, on:

122.1.1 The number of special disabled veterans and the number of veterans of the Vietnam era in the work force of the Contractor by job category and hiring location; and

122.1.2 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.

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

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

122.4 The employment activity report required by subsection 122.1.2 of this Section shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by subsection 122.1.1 of this Section. Contractors 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 contractor 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).

122.5 The count of veterans reported according to subsection 122.1 of this Section shall be based on voluntary disclosure. Each contractor 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 contractor. 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.

122.6 Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or

more unless exempted by rules, regulations, or orders of the Secretary.

9 1 9 9 7 4 3 1 7 0

**THIS PAGE INTENTIONALLY
LEFT BLANK**

General Decision Number WA910009

Superseded General Decision No. WA900009

State: Washington

Construction Type:

Building
Heavy
Highway

County(ies):

BENTON & FRANKLIN COUNTIES (D.O.E. HANFORD SITE ONLY)
BUILDING, HEAVY & HIGHWAY CONSTRUCTION

Modification Number

Publication Date

1

11/08/1991

9 1 1 3 4 1 1 7 1

Probationary Helpers	9.67	
GLAZIERS	16.34	2.63
IRONWORKERS	17.92	6.50
LINE CONSTRUCTION:		
Cable Splicer, Leadman pole sprayer	21.68	3.90+3.5%
Lineman, pole sprayer, heavy line equipment man, certified lineman, welder	19.59	3.90+3.5%
Tree trimmer (Receives Zone 1 Rate Only)	15.35	3.25+3.5%
Line equipment man	16.89	3.00+3.5%
Head groundman, powderman, Jackhammerman	14.78	3.00+3.5%
Groundman	13.90	3.25+3.5%
Zone Differential (add to basic hourly rates): Substations whose primary function is to feed a distribution system are exempt from zone pay provisions		
Zone 2	\$2.40 - 0 to 20 miles radius from Kennewick	
Zone 3	3.15 -20 to 35 miles radius from Kennewick	
Zone 4	3.90 -35 to 50 miles radius from Kennewick	
Zone 5	5.15 - more than 50 miles radius from Kennewick	
MARBLE MASONS (inside)	17.57	2.00
PAINTERS:		
Journeyman Painter	16.34	2.63
Taper, Finisher	16.59	2.63
Spray, Steel painter, Steam cleaning, acid etching, sign writers	16.84	2.63
PLASTERERS	15.68	4.00
PLUMBERS/PIPEFITTERS	19.43	5.21
ROOFERS	16.78	3.05
SHEET METAL WORKERS	18.70	4.34+3%

9 1 1 4 1 7 3

SOFT FLOOR LAYERS	16.34	2.63
SPRINKLER FITTERS	20.47	4.35
TILE SETTER and TERRAZZO WORKERS	17.39	2.00
LABORERS:		
GROUP 1	15.29	3.47
GROUP 2	15.54	3.47
GROUP 3	15.79	3.47
GROUP 4	16.04	3.47
GROUP 5	16.29	3.47
POWER EQUIPMENT OPERS:.		
GROUP 1	15.93	4.50
GROUP 2	16.23	4.50
GROUP 3	16.78	4.50
GROUP 4	16.93	4.50
GROUP 5	17.08	4.50
GROUP 6	17.33	4.50
GROUP 7	17.58	4.50
GROUP 8	18.23	4.50
GROUP 9	19.98	4.50
TRUCK DRIVERS:		
GROUP 1	14.26	4.25
GROUP 2	16.45	4.25
GROUP 3	16.47	4.25
GROUP 4	16.55	4.25
GROUP 5	16.64	4.25
GROUP 6	16.85	4.25
GROUP 7	16.87	4.25
GROUP 8	16.95	4.25
GROUP 9	16.99	4.25
GROUP 10	17.10	4.25
GROUP 11	17.14	4.25
GROUP 12	17.45	4.25
GROUP 13	17.59	4.25
GROUP 14	17.75	4.25
GROUP 15	17.89	4.25

CEMENT MASONS GROUP DESCRIPTIONS

GROUP 1 Rodding, Tamping, Floating, Troweling, Patching, Stoning, Rubbing, Sack Rubbing; All exposed aggregate finishing; Setting of Screeds, Screeds Forms, Curb and gutter and sidewalk forms; Preparation of all concrete for caulking of the joints and the caulking of expansion joints; Preparation of concrete for the application of hardners, sealers and curing ompounds and their application; Grouting and dry packing of Machine Base; Removal of Snap Ties and She-Bolts prior to patching of concrete

GROUP 2 Power Troweling Machine Operator; Troweling of

Magnesite, Toroganal or material with epoxy bases of oxichloride base; All power Grinders, Bushing Hammer, Chipping Gun, All sandblasting for architectural finishes and exposing of aggregate for finish; Concrete sawing and cutting for expansion joints and scoring for decorative patterns; Operating of Clary-type Floats, Longitudinal Floats, Rodding Machines and Belting Machines; Scarifiers; Working on scaffolds

GROUP 3 Grinding, Bushing or Chipping of Toxic materials or high density concrete; Operating of power tools on a Scaffold

LABORERES

GROUP 1 Brush Hog Feeder; Carpenter Tender; Cement Handler; Concrete Ssignalman; Concrete Crewman (to include; Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, Pumpcrete Machine, Signaling, handling the Nozzle of Squeezcrete or similar machine-6 in. and smaller); Crusher Feeder; Demolition (to include: clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector (to include; Guard Rail, Guide and reference Post, Sign Post, and Right-of-way Markers); General Laborer; Grout Machine Header Tender; Nippers; Riprap Man; Scaffold Erector, wood or steel; Scaleman; Stake Jumper; Structural Mover (to include; separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Truck Loader; Wellpoint Man; Window Cleaner; Miner Class "A" - Bull Gang, Pump Crete Crewman including Distribution Pipe, Assembling and Dismantle and Nipper; Flagman, Form Cleaning machine feeder, stacker, Sandblast tailhoseman

GROUP 2 Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Fireman, non-mechanical; Driller Tender (when required to move and position machine); paving; Grade Checker using level optional; Jackhammer Operator; Nozzleman (to include; Squeeze and Flow-crete Nozzle); Nozzleman, wter, air or steam; Pavement Breaker (under 90 lbs); Pipelayer, corrugated metal culvert; Pipelayer, multi-section; Pot Tender; Power Buggy Operator; Power Tool Operator, gas electric, pneumatic; Rodder and Spreader; Sandblast Tailhoseman; Tamper (to include; operation of Baro, Essex and similar Tampers, and Pavement Breakers); Trencher, Shawnee; Tugger Operator; Vibrator, under 4 inches; Wagpm Drills; Water Pipe Liner; Wheelbarrow, power driven; Miner Class "B" Brakeman, Finisher, Vibrator and Form Setter

GROUP 3 Air Track Drill; Brush Machine (to include: Horizontal Construction Joint Clean-up Brush Machine, power propelled); Caisson Worker, free air, Chain Saw Operator and Faller; Concrete Stack (to include; Laborers when 40 ft high); Gunnite (to include; operation of machine and nozzle); High

9 1 1 4 1 1 7 5

Scaler; Hod Carrier; Grade Checkers and Elevation control; Monitor Operator (track or similar mounting); Mortar Mixer; Nozzleman (to include: Jet Blasting NOzzleman, over 1,200 lbs., Jet Blast Machine, power propelled, Sandblast Nozzle); Pipelayer (to include; working Topman, Caulker, Collar man, Jointer Mortarman, Rigger, Jacker, Shorer, Valve or meter installer Pipewrapper; Vibrators (all), Miner Class "C"-Miner and Nozzleman for concrete.

GROUP 4 Drills with dual masts; Miner Class "D"-Raise and Shaft Miner on Raises and Shafts

GROUP 5 Powderman

POWER EQUIPMENT OPERATORS

GROUP 1 Bit Grinders; Bolt Threading Machine; Compressors (under 2,000 CFM, gas, diesel or electric power); Crusher Feeder (mechanical); Deck Hand; Drillers Tender; Fireman and Heater Tender; Grade Checker; Tender Mechanic or Welder, H>D>; Hydro-seeder, Mulcher, Nozzleman; Oiler; Oiler and Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade (farm type, Case, John Deere and similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Steam Cleaner; Welding Machine

GROUP 2 A-Frame Truck (single drum); Assistant Refrigeration Plant (under 1.000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2,000 CFM or over, 2 or more, gas, diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator, hoisting materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, Hydra-lift and similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket, elevators and conveyors); Longitudinal Float; Mixer (portable - concrete); Pavement BReaker, Hydra-hammer and similar; Power Broom; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggle (Ross and similar on construction job only); Tractor (Farm type R/T with attachments, except Backhoe); Tugger Operator

GROUP 3 A-Frame Truck (2 or more); Assistant Regrigeration Plant and Chiller Operator (over 1000 ton); Backfillers (Cleveland and similar); Batch Plant and Wet Mix Operator single unit (concrete); Belt-crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bend Machine; Bob Cat; Boring Machine; (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane), Cleaning and

9 3 1 4 1 7 6

Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green and similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel, electric); Guniting Combination Mixer and Compressor; Locomotive Engineer; Mixermobile; Posthole Auger or Punch; Pump (Grout or Jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxacavator; Traverse Finish Machine; Turnhead Operator

GROUP 4 Blade Operator (Motor Patrol and attachments); Concrete Pumps (Squeeze-crete, Flow-crete, Pump-crete, Whitman and similar); Curb Extruder (asphalt or concrete); Drills (Churn, Core, Calyx, or Diamond); Equipment Serviceman, Greaser and Oiler, Hoist (2 or ore drums or Tower Hoist); Loaders (Overhead and Front-end, under 4 yds. R/T); Refrigeration Plant Engineers (under 1000 ton): Rubber-tire skidders (R?T with or without attachments); Screed Operator; Surface Heater and Planer Machine; Trenching Machines (under 7 ft depth capacity); Turnhead (with re-screening); Vacuum Drill (Reverse Circulation Drill under *" bit)

GROUP 5 Drilling Equipment (8" bit and over) (Robbins, Reverse Circulation and similar); Hoe Ram; Paving (dual drum); Refrigeration Plant Engineer (1000 tons and over); Signalman (Whileys, Highline, Hammerheads or similar)

GROUP 6 Automatic Subgrader (Ditches and Trimmers) (Autograde, ABC R.A. Hansen and similar on grade wire); Backhoe (under 1 yd); Batch Plant (over 4 units); Batch and wet Mix Operator (mutiple units, 2 and including 4); Boat Operator; Cableway Controller (Dispatcher); Cranes (25 tons and under); Derricks and Stifflegs (under 65 tons); Drill Doctor; Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Piledriving Engineers; Rollerwoman (finishing pavement); Trenching Machines (7 ft depth and over)

GROUP 7 Asphalt Plant Operator (Backhoes (1 yd to 3 yds); Blade(finish and Bluetop) Automatic, CMI, ABC ad Similar when used as automatic; Boom Cats (side); Cableway Operqtors; Clamshell Operators (under 3 yds); Concrete Slip Form Paver; Cranes (over 25 tons, including 45 tons); Crusher, Grizzle and Screening Plant Operator; Draglines (under 3 yds); Elevating Belt (Holland type); Gradeall (1 yd to 3 yds); H.D. Welder; Loader Operator (Front-end and Overhead, 4 yards, including 8 yds); Mucking Machine; Quadtrack or similar equipment; Rubber-tired Scrapers; Shovels (under 3 yds); Tractors (D-6 and equivalent and over)

GROUP 8 Backhoes (3 yds and over); Cranes (over 45 tond,

Trailer; Lowboy 50 tons and under

GROUP 9 Low Boy (over 50 ton); Water Tanks Trucks, 8,001 to 10,000 gallons; Tractor with Steer Trailer; Truck mounted Crane with load bearing surface, either mounted or pulled

GROUP 10 Transit Mixer and Trucks hauling concrete (10 yds to 15 yds); Trucks, side, end, and bottom dump (over 20 yds including 30 yds); Water Tank Truck (10,001 to 12,000 gallons); Fork Lift, over 16,000 lbs; Flaherty Spreader Box Driver; Flow Boys Semi-end Dumps

GROUP 11 Mechanic, Field

GROUP 12 Tournarocker, D.W.'s and similar, with 2 or 4 wheel power tractor with trailer, gallonage or yardage scale, whichever is greater; Transit Mixers and Trucks hauling

GROUP 13 Transit Mixer and Truck hauling concrete (over 20 yds.); Truck, side, end and bottom dump (over 40 yds to 50 yds) and bottom dump (over 40 yds to 50 yds)

GROUP 14 Trucks, side, end, and bottom dumps (over 50 yds to 100 yds)

GROUP 15 Helicopter Pilot hauling employees or material; Trucks, side, end, and bottom dump (over 100 yards)

Truck-Tractor pulling 2 trailers-Add .10 cents yrdage scale for second trailer; 3 trailers- add .20 cents for third trailer

Truck pulling Farm tilt drop, utility and pole trailer (except semitruck or lowboy)-add .15 cents yardage scale

Winch Truck-takes classification of Truck on which Winch is mounted

FOOTNOTE:

A. Employer contributes 8% of basic hourly rate for over 5 years service and 6% for 6 months to 5 years service as vacation pay credit

WELDERS-RECEIVE RATE FOR CRAFT PERFORMING OPERATION TO WHICH

9 0 1 1 9 3 4 1 7 9

WELDING IS INCIDENTAL.

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 contract clauses (29 CFR 5.5(a) 1(ii)).

END OF GENERAL DECISION

9 0 1 1 9 1 4 0 1 3 0

SUPPLEMENTARY CONDITIONS

EXCAVATION - GROUT VAULTS 106 THROUGH 109
HANFORD SITE, RICHLAND, WASHINGTON

PART 1 - CONTRACT SPECIFICATIONS AND DRAWINGS

1.1 Five (5) sets of the specifications and drawings will be furnished the Contractor without charge. Additional sets will be furnished on request at the cost of reproduction. Sets are available in the Contract Administration Manager's office of Kaiser Engineers Hanford Company, 801 First Street, Richland, Washington.

PART 2 - REVISION OF CONTRACT GENERAL CONDITIONS

2.1 Section 1, on Page 1

2.1.1 Add the following definitions:

Annual Unit Price Contract - A contract consisting of unit prices for approximately one year duration to perform a series of Jobs.

Job - A project performed under a unit price contract. Each Job is separate and distinct, funded separately from other jobs directed under the same Annual Unit Price Contract.

2.1.2 Delivery Order - A document which describes in detail work to be accomplished by the Contractor for Unit Price Items of the contract.

2.2 Section 7 on Page 3

2.2.1 Revise Section 7 as follows:

2.2.1.1 Renumber Subsection 7.2 to 7.3 and Subsection 7.3 to 7.5.

2.2.1.2 Insert a new Subsection 7.2 as follows:

"7.2 Payment Bond for Annual Unit Price contracts. If a unit price Contract is awarded for a year or more duration or until year's end and no work is performed, no payment bond will be required regardless of the bid price of the contract. A Payment Bond will be required at such time that the total contract price of job orders exceeds \$25,000.00. The Contractor shall furnish, on a form provided by KEH, or similar, payment bond as described in Subsection 7.1 above before work on the job order may commence."

93129740181

2.2.1.3 Insert a new Subsection 7.4 as follows:

"7.4 Performance Bond for Annual Unit Price contracts. If a unit price contract is awarded for a year or more duration or until year's end and no work is performed, no performance bond will be required regardless of the bid price of the Contract. A Performance Bond will be required at such time that the total contract price of job orders exceeds \$25,000.00. The Contractor shall furnish, on a form provided by KEH, or similar, a performance bond as described in Subsection 7.3 above before work on the job order may commence."

2.3 Section 8 on Page 3

2.3.1 In the first sentence change "Best Rating of B+XV" to "Best Rating of B+VI".

2.4 Section 16 on Page 5

2.4.1 Delete subsection 16.4 in its entirety and add the following:

"16.4 If any change order, or the cumulative effect of some or all of the change orders under this section, causes an increase or decrease in the Contractor's cost of, or time required for the performance of any part of the Work, whether or not changed by any such order, KEH shall make an equitable adjustment and modify the Contract in writing to be signed by both parties ("Modifications"). However, except for a "proposal for equitable adjustment" (hereafter referred to as proposal) based on defective Specifications, Contractor shall not be entitled to claim costs incurred more than thirty (30) days prior to the submission of a proposal (except as may be extended in subsection 16.5) or prior to providing the written notice required by this section. In the case of defective Specifications for which KEH is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective Specifications.

2.5 Section 27 on Page 20

2.5.1 Insert new Subsection 27.4 as follows:

"27.4 As a Contractor to KEH, your employees and subcontractors are entitled to use the KEH Employees' Concerns Program and Hotline (376-7956 this is 24 hours per day, 7 days a week), for any issues in the environmental, safety/health, security, and quality compliance areas. Messages may be left anonymously, and all concerns are handled with confidentiality. Employee concerns may also be submitted in person or in

93199440102

KEH-5321 (W-125)
March 9, 1992

writing to KEH Employee Concerns Office, 1200 Jadwin Ave., TCPC, Richland, Washington, by submitting Form #029225A (sample appended to Supplementary Conditions) during normal business hours Monday through Friday 7:30 a.m. to 4:00 p.m."

9 1 1 4 1 1 3

**THIS PAGE INTENTIONALLY
LEFT BLANK**

NOTICE OF EMPLOYEE CONCERN

Concern Number: _____

Date: _____

Employee Name (OPTIONAL): _____ Phone/MSIN: _____

I do not want my name revealed to anyone other than the Employee Concerns Program Manager.

(Signature)

(Date)

Concern Description - Proposed Resolution: _____

Received by: _____ Div/Dept: _____ Date: _____

Primary Investigator: _____ Div/Dept: _____

Secondary Investigator: _____ Div/Dept: _____

INSTRUCTIONS

Any KEH employee or subcontractor employee may express a concern about safety, health, security, quality, environmental protection, wrongdoing, or working conditions by using this Notice of Employee Concern (NEC) or by visiting or phoning the Employee Concerns Program Office (Telephone 6-8595).

Instructions for using this form follow:

- 1. NAME, PHONE, MSIN:** *You need not identify yourself. However, concerns are often difficult to resolve without discussion.*
- 2. CONFIDENTIALITY:** *All concerns are handled in a confidential manner. You may discuss your confidentiality desires with the Employee Concerns Office.*
- 3. DESCRIPTION:** *Be specific and include important information, such as witnesses, actions, times of events, buildings, equipment, documents, etc. You may suggest a resolution.*
- 4. SUBMITTAL:** *Send this NEC to the Employee Concerns Program (ECP) office at MSIN E6-64, or any KEH manager of your choice.*
- 5. RESPONSE:** *You will be notified verbally, or in writing of the results. Anonymous concerns may be posted on Employee Concern boards, depending on the confidentiality of the information.*

IMPORTANT

You have an option of reporting or checking on your concerns.

376-7956 Hotline Number

376-8595 Employee Concerns Office (E6-64)

W-125-C1
Revision 0

CONSTRUCTION SPECIFICATION FOR
EXCAVATION

GROUT VAULTS 106 THROUGH 109

OFFICIAL RELEASE BY WHC
DATE FEB 19 1992
Sta. #10

Work Order ER0107

Prepared By:

Kaiser Engineers Hanford Company
Richland, Washington

For the U.S. Department of Energy

Contract DE-AC06-87RL10900

APPROVED
Kaiser Engineers Hanford Company (KEH)

A. Koci 2-7-92 *J. E. Breed* 2/5/92
Design Engineering Date Technical Documents Date

F. Lundgren 2-5-92 *R. Hollenbeck* 2/6/92
Safety Date Environmental Date

B. Sullivan 2-6-92 *Jim Masternier* 2/10/92
Quality Engineering Date Construction Date

J. E. Breed 2/5/92 *C. B.* 2/12/92
ADE/UCNI Review Date Project Management Date

Westinghouse Hanford Company

William W. ... 2-12-92
Projects Department Date

9 3 1 9 9 7 4 1 1 4 8 6

**THIS PAGE INTENTIONALLY
LEFT BLANK**

TABLE OF CONTENTS

Total Pages

<u>DIVISION 1 - GENERAL REQUIREMENTS</u>		
Section 01010	Summary of Work	2
Section 01019	Items Furnished for Construction	2
Section 01025	Measurement and Payment	2
Section 01027	Applications for Payment	4
Section 01040	Coordination	2
Section 01043	Job Site Administration	2
Section 01050	Field Engineering	3
Section 01065	Permits	2
Section 01100	Special Project Procedures	2
Section 01200	Project Meetings	2
Section 01300	Submittals	4
Section 01310	Progress Schedules	3
Section 01400	Quality Assurance	3
Section 01500	Construction Facilities and Temporary Controls	4
Section 01720	Project Record Documents	2
<u>DIVISION 2 - SITEWORK</u>		
Section 02147	Diffusion Barrier	10
Section 02200	Earthwork	7
Section 02850	Site Appurtenances	3

9 5 1 4 9 1 4 0 1 8 7

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 INTRODUCTION

1.1.1 Project W-0125 for construction of grout disposal vaults is located near the 200 East Area in the Controlled Access Area of the Hanford Site, approximately 28 road miles north of Richland, Washington.

1.1.2 This Specification provides for earthwork activities and diffusion barrier placement for vaults 106 through 109 and as shown on the Drawings.

1.2 STATEMENT OF WORK

1.2.1 Scope: Work consists of furnishing labor, equipment, and materials for the earthwork and diffusion barrier placement portion of facility in accordance with the Contract Documents.

1.2.2 Work Included: Following itemization is intended to be broad in scope to identify major work elements and is not all inclusive.

1.2.2.1 Construct access and haul roads.

1.2.2.2 Excavate access ramp and construction base at elevation 604 for 4 vaults.

1.2.2.3 Structural excavation for concrete basin and leachate collection sump below elevation 604.

1.2.2.4 Install shoring.

1.2.2.5 Protection of ground water monitoring wells and sealing of boreholes.

1.2.2.6 Diffusion barrier placement.

1.2.2.7 Backfill placement.

1.2.2.8 Construct berms for run-on drainage control.

1.2.2.9 Stabilize berms.

1.2.2.10 Maintain berms, access roads, haul road, and access ramp.

1.3 DRAWINGS

1.3.1 Drawings which show work to be accomplished by the Contract Documents are listed in Schedule of Drawings.

9 1 1 9 9 4 7 1 9 8

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01019

ITEMS FURNISHED FOR CONSTRUCTION

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 Code of Federal Regulations (CFR)

Title 30 Mineral Resources

Part 56

Safety and Health Standards -
Surface Metal and Nonmetal
Mines

1.2 SUBMITTALS: Not Used

1.3 GENERAL

1.3.1 Material and equipment furnished or made available for incorporation into the Work are set forth in this Section. Other services and utilities provided are covered in other sections of this Specification.

1.3.2 Meet the provisions of Section 9 of the Contract General Conditions for items furnished for construction.

1.3.3 Provide KEH access to premises where items furnished for construction are stored before incorporation into the Work.

1.4 MATERIAL AND EQUIPMENT

1.4.1 Gravel and Sand

1.4.1.1 Unmined natural deposits are available at no cost from sites designated by KEH within 6 miles of Project site. Materials will not meet physical properties required in this Specification without adequate processing.

1.4.1.2 If Contractor elects to utilize available gravel sites he shall furnish equipment and labor required to excavate, process, load, transport, and place material.

1.4.1.3 Material shall be used only for the Work covered by this Specification and no gravel or sand, processed or unprocessed, shall be transported off the Hanford Site.

9 5 1 1 9 4 0 1 9 0

1.4.1.4 Access to gravel sites and travel between gravel and construction sites shall be on roads designated by KEH and use shall be in accordance with Section 01500.

1.4.1.5 Operations of gravel sites shall meet the following requirements.

a. Confine removal of overburden and top soil to areas designated by KEH. Stabilize blow sand areas after surface has been disturbed, with gravel or other approved method to prevent wind erosion.

b. Make no excavation or bank cut within 100 feet of power lines, paved roads, railroads, security fences, or other permanent structures.

c. Excavating and processing shall be in accordance with 30 CFR 56. Correct operations identified by KEH to be hazardous to life or property.

d. Explosives are prohibited articles described in Section 56 of the Contract General Conditions and shall not be brought to the Hanford Site or proposed for use without written KEH approval.

e. Temporary structures are permitted at gravel site for offices, storage or repair facilities necessary for gravel removal and processing. No facility for habitation will be permitted.

f. Use of gravel sites are nonexclusive. Others may also enter to excavate material required for other work.

g. Upon completion of operations clear gravel site of debris, temporary structures, and equipment. Grade excavated area, properly slope banks, and stabilize to prevent wind erosion. Conditions identified by KEH as not meeting these requirements shall be corrected before final acceptance of the Work.

h. Right to use gravel sites may be terminated by KEH for failure to meet the requirements set forth or for abandonment of operations under this Contract. Right to use gravel will terminate without notice upon acceptance of Work under this Contract.

1.4.2 Backfill material will be furnished by KEH, for incorporation into the Work. Backfill material is presently stockpiled at the Site approximately 1/2 mile from the Project.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

16100000196

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 ESTIMATED QUANTITIES

1.3.1 The quantities of the unit price items listed below are estimates only. The Contractor will be required to complete the work specified in accordance with the contract unit price even though the actual quantities involved may be less than estimated. For any work which exceeds the estimated quantity, an equitable adjustment will be made as provided by the appropriate clause of the Contract General Conditions.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Qty</u>
1.	Earth Excavation for Grout Vaults	job	1
2.	Access Road Excavation Above Elevation 670.00	Bank Cubic Yard	125,000

1.4 MEASUREMENT AND PAYMENT

1.4.1 It is mutually agreed that the contract unit prices for the following items as described in the Schedule of Unit Price Items and in the following paragraphs, shall be full compensation for furnishing all materials, equipment and labor, and for all other expenses incidental to this contract, in accordance with the requirements of the specifications and drawings, and no further compensation of any kind or description will be made.

1.4.2 Earthwork excavation for grout vaults. (Item 1)

1.4.2.1 All work for the earthwork excavation for grout vaults, including certain related work, as specified in the contract specifications and indicated on the construction drawings is established as 1 job. Payment will be made at the contract price for 1 job (item 1). Item 1 includes all contract work not included in Item 2. Item 1 related work includes excavation (excavation below 670.00), shoring, diffusion barrier work, handrails, construction of berms, stabiliation, construction of access and haul road.

1.4.3 Excavation of Existing Stockpile Area (Item 2)

1.4.3.1 It is anticipated that an indeterminate amount of excavation (Item 2) will be necessary for construction of the access road as shown on drawing H-2-79695 sheet 1. Therefore, all excavation work above elevation 670.00, and between W43950 and W45394 of the Hanford Plant Grid shall be

9 0 1 1 9 0 4 0 1 9 2

designated as item 2. The Contractor shall furnish all labor, material, equipment, and other incidental resources as required to complete this work. The quantity of this work shall be determined by calculating the in-place volume (bank cubic yards) of the earthwork to be excavated. KEH will perform a topographical survey of the area to be excavated prior to the start of the work and will calculate the volume using the Average End Area Method. Compensation will be made to the Contractor at the unit price rate for the volume of earthwork excavation calculated by KEH. This compensation shall constitute a final and complete equitable payment for the work regardless of the actual manhours, equipment, material, or incidental resources used in performing the work. It is expected this work may be executed concurrent with other Contractor effort, but it is not intended to interfere with critical path activities. Therefore, there will be no adjustment in the contract time for work performed.

1.4.3.2 A lesser variation of the estimated quantity of actual work performed will not be the basis for an adjustment in contract unit price. For any work which exceeds the estimated quantity by 25 percent in the Unit Price Schedule, an equitable adjustment will be made as provided by the appropriate clause of the Contract General Conditions. There is no warranty made that the actual quantity of work will equal the estimated quantity of work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 FORMAT

1.3.1 Complete Form KEH-1026.00, Progress Estimate Backup, sample appended. Contractor developed substitutes for form may be used with prior approval of KEH.

1.3.2 Complete Form KEH-0959.00, Monthly Estimate of Work Completed, sample appended, or include following in letter requesting payment.

Subtotal Value of All Pay Items \$X,XXX.XX
Complete to date (Include modifications)

Allowance for Material Stored on Site:

Previous Net Allowance	\$X,XXX.XX	
Minus Materials Placed	\$X,XXX.XX	
Plus Materials Stored	<u>\$X,XXX.XX</u>	
Net Allowance		<u>\$X,XXX.XX</u>

Subtotal Value Completed to Date		\$X,XXX.XX
Less Previous Payments	\$X,XXX.XX	
Less Other Charges from KEH	<u>\$X,XXX.XX</u>	
Subtotal Deductions		<u>\$X,XXX.XX</u>

Total Payment Requested \$X,XXX.XX

Less Retainage at ___% \$X,XXX.XX

Total Payment Allowed \$X,XXX.XX

1.4 APPLICATION PROCEDURE

1.4.1 Payments to Contractor specified in Section 15 of Contract General Conditions are initiated by Contractor making application as follows.

1.4.1.1 Begin application by completing Form KEH-1026.00. For lump sum contracts, each application shall include, as minimum, breakdown of Contract price for items listed in Section 01310 and percent complete for each item.

1.4.1.2 Review backup sheets with KEH approximately 5 days before end of pay period and adjust data if required by KEH.

1.4.1.3 Finalize application by meeting requirements of Paragraph 1.3.2.

9 3 1 9 9 4 1 1 9 4

1.5 PAYMENT PROCEDURE

1.5.1 Upon receipt of application, KEH will audit data and check for compliance with requirements of Section 01720. When satisfied that Contract requirements are up-to-date, Form KEH-0959.00 will be signed by KEH.

1.5.2 Copy of signed Form KEH-0959.00 showing amount of payment to be made will be furnished to contractor.

1.5.3 KEH will mail check to Contractor's designated address.

1.6 ADDITIONAL DATA REQUIRED

1.6.1 When processing applications for payment and preparing payment documents, KEH may require data to substantiate and justify amounts requested. Processing of payment documents may be delayed if data is not forwarded expeditiously to KEH.

1.6.2 Requests for payment for equipment or material which Contractor has received, but has not installed, shall be accompanied by invoice or other data to provide evidence that title to equipment or material is held by Contractor.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

9 3 1 9 9 2 4 1 9 5

9 3 1 3 9 4 1 1 9 7

KAISER ENGINEERS HANFORD		MONTHLY ESTIMATE OF WORK COMPLETED	
Contract or P.O. No.		Estimate No.	Date
Name of Contractor			
Address			
Nature of Work			
Initial Amount of Contract \$	Total Amount of Modifications to Date \$	Total Adjusted Contract Amount \$	
Description		Amount	
Estimated Work Completed to (Date)			
Less: Previous Payments	\$		
Other Charges (Explain Below)	\$		
Total Deductions		(\$)
Adjusted Payment Requested		\$	
Less Retainage @ _____ %			
Total Payment Allowed		\$	
SAMPLE			
<p>I certify that I have verified this periodical estimate dated _____ for \$ _____ and that to the best of my knowledge and belief it is a true and correct statement of work performed and that the contractor's statement of his account and amount due him is correct and just, and the quantities included in this estimate have been performed in full accordance with the terms and conditions of the corresponding construction documents.</p>			
FOR THE CONTRACTOR		KAISER ENGINEERS HANFORD COMPANY	
By _____		By _____ Project Manager	
By _____		By _____ Field Contract Engineer	

KEH-0959.00 (02/90)

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 CONSTRUCTION ACTIVITIES

1.3.1 Coordinate construction activities to ensure efficient and orderly sequence of work, with provisions for accommodating items to be installed later.

1.3.2 As noted in Section 29 of the Contract General Conditions, other contracts may be under construction concurrently with the Work included in this Specification. Coordinate activities with other contractors for mutual benefit. Coordination meetings may be required in addition to progress meetings to keep parties informed of scheduled activities at interface points.

1.3.3 Certain onsite construction work related to Project will be performed by others. Cooperate and coordinate work to eliminate interferences and delays. Removal of contaminated soil will be done by others. Assistance may be required during removal to expedite work and minimize downtime.

1.4 WORK IN EXISTING FACILITIES

1.4.1 Existing site for grout vaults 102 through 105 is facility currently under construction. Plan and schedule work to prevent interference with current construction activities and access, and sustain safety of construction personnel.

1.4.2 Maintain access to existing work areas as directed by KEH to minimize disruptions to work force.

1.4.3 Keep work area safe and orderly for construction and operating personnel. Clean work area after each work period and stack tools and materials away from traffic areas.

1.4.4 Restrict excavation and access road construction to avoid interference or disruption of construction access along existing access road to Vaults 102 through 105.

1.4.5 Traffic on new access road shall be shared and coordinated with Contractor for Vaults 102 through 105.

1.4.6 Maintain new access road in satisfactory and safe conditions for duration of Contract.

9 0 1 0 4 1 9 8

1.4.7 Construct haul road as necessary to safely transport required excavation to designated disposal area. Construct to provide safe merging with access road.

1.4.7.1 Locate haul road to avoid area within 10 feet of site for ground water monitoring well shown on the Drawings.

1.5 CONNECTIONS TO EXISTING SYSTEMS

1.5.1 Advance notice of work that will affect existing systems shall be given to KEH. Careful planning and scheduling of work is required to coordinate operations of existing systems to keep disruptions at minimum.

1.5.2 As required in subsection 50.7 of the Contract General Conditions, connections to existing systems shall be scheduled well in advance for work to be done. KEH will coordinate schedule with Contractor and utility.

1.6 ACCESS TO WORK AFTER POSSESSION

1.6.1 Access to warranty work as specified in Section 24 of the Contract General Conditions or access to work after possession as specified in Section 20 of the Contract General Conditions will be coordinated by KEH with other contractors, and users of facility. Notify KEH in advance of proposed work to minimize disruptions.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 6 1 0 9 4 9 1 9 9

SECTION 01043

JOB SITE ADMINISTRATION

PART 1 - GENERAL

1.1 REFERENCES:

1.1.1 Reference Standards and Specifications: The following standards and specifications including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 American National Standards Institute (ANSI)

Z41-1983 Personal Protection-Protective Footwear

Z8.71-1989 Practice for Occupational and Educational Eye and Face Protection

1.2 SUBMITTALS: Not Used

1.3 WORKING HOURS

1.3.1 Regular day shift working hours are from 7:00 am to 3:30 pm, Monday through Friday, excluding holidays.

1.3.2 For other than regular day shift work refer to Section 51 of Contract General Conditions.

1.4 BADGE, DOSIMETER, AND ORIENTATION

1.4.1 Work being within Controlled Access Area of Hanford Site, but outside Limited Areas, badge and orientation requirements will be in accordance with Section 56 of Contract General Conditions, but basic dosimeters will not be required.

1.4.2 Badges will not be provided until notice to proceed letter has been signed and returned to KEH, supervisors have attended KEH safety training course, requirements of Section 55 of Contract General Conditions have been received and approved by KEH, and site labor conference and preconstruction meeting specified in Section 01200 have been completed.

1.4.3 Radiological training, medical examination, and other requirements for work in radiation zones are specified in Section 01100.

1.5 EMERGENCY RESPONSE DRILLS

1.5.1 Personnel working on Hanford Site shall participate in emergency response drills held approximately once every 3 months and lasting approximately one hour.

93149240200

1.5.2 Maintain daily log or other suitable record of personnel names, including subcontractors, working on Hanford Site.

1.6 SECURITY

1.6.1 Policy and Procedures: Contractor employees shall meet with security policies and procedures specified in Sections 56 and 87 of Contract General Conditions. Copies of KEH Security Procedures will be provided upon request after award of Contract.

1.7 SAFETY REQUIREMENTS

1.7.1 Fire Safety

1.7.1.1 Address fire safety as part of construction safety plan required by Section 55 of Contract General Conditions. Incorporate following requirements into plan.

a. Utilizing portable shields wherever welding, cutting, or grinding.

b. Maintaining fire watch minimum 1/2 hour after welding, cutting, or grinding.

c. Having fully charged fire extinguisher available whenever welding, cutting, or grinding.

d. Method to control ignition of brush fires.

1.7.1.2 See Section 01500 for off-road driving and grass fire prevention requirements.

1.7.2 Safety Apparel: All personnel are required to wear the following in recognized construction areas or when on business at KEH's shop or yards. Exception to these requirements for specific work tasks require approval from KEH in advance.

1.7.2.1 Steel-toed type shoes meeting the requirements of ANSI Z41. Shoes shall be constructed of substantial material, preferably leather. Shoes shall be in good condition; damaged or exposed footwear is not acceptable. Tennis shoes, canvas type shoes, or other athletic type shoes, including those with steel toe protection, are not acceptable.

1.7.2.2 Approved eye protection with eye shield devices meeting the requirements of ANSI Z87.1.

1.7.2.3 Hardhats.

1.7.2.4 Appropriate clothing. Tank-top type shirts, sleeveless shirts, dresses or other than full length pants are not allowed in construction areas.

9 0 1 0 9 4 0 2 0 1

1.7.3 Job Safety Analysis

1.7.3.1 Job safety analysis required by subsection 55.2 of Contract General Conditions shall address following work items as minimum. Add items not included which require safety consideration.

- a. Excavations.
- b. Hazardous materials.
- c. Shoring.
- d. Welding or cutting.
- e. Heat stress during diffusion barrier installation.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 3 1 0 9 3 4 0 2 0 2

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures.

1.2.1 Initial Survey Report: Submit Initial Survey Report identified in Paragraph 1.5.5.

1.2.2 Final Survey Report: Submit Final Survey Report indicating grade point elevations with coordinate description for excavated area, including construction berms and diffusion barrier placement identified in Paragraph 1.5.6.

1.3 QUALITY CONTROL

1.3.1 Establishing alignment, support location, grades, and survey before and after placement of diffusion barrier shall be the responsibility of a Land Surveyor registered in the State of Washington and acceptable to KEH.

1.3.2 Deliver field notes, records, and documentation to KEH to review and verify procedures used and accuracy of work.

1.4 SURVEY DATA

1.4.1 Basic reference points with coordinate descriptions and bench mark with elevation identified will be located by others.

1.4.2 Preserve bench marks and reference points, including stakes or other markers established until removal is authorized by KEH.

1.4.3 From information and dimensions shown on the Drawings, perform survey/layout required by the Work.

1.5 PROCEDURES

1.5.1 Before initial layout, field verify horizontal and vertical data. Report discrepancies to KEH.

1.5.2 Establish adequate permanent reference points to be used during construction, referenced to original control points. Record locations with horizontal and vertical data on project record documents.

1.5.3 Protect and preserve control and reference points, until Work is complete. Report loss or destruction of control points to KEH. Report relocation or change in data affecting reference points.

1.5.4 Periodically verify data for control and reference points, and construction stakes to maintain construction accuracy.

9 1 9 3 4 9 9 3

1.5.5 After completion of excavation and construction of berms but before diffusion barrier placement, survey area (grid size, 10'-0 x 10'-0 maximum in vault excavation) and provide survey notes to KEH.

1.5.6 After completion of diffusion barrier placement, perform final survey (grid size 10'-0 x 10'-0 maximum) for the area containing diffusion barrier.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used

END OF SECTION

9 3 1 4 9 3 4 0 2 0 4

SECTION 01065

PERMITS

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 FEDERAL, STATE, AND MUNICIPAL LAWS, CODES, AND REGULATIONS

1.3.1 Required permits or licenses to do business are responsibility of Contractor as specified in Section 6 of the Contract General Conditions.

1.4 HANFORD SITE PERMITS

1.4.1 General: Before certain types of work can be done at Hanford, Contractor is required to have a permit. Permits are provided by KEH at no cost, however, furnish information required and notify KEH in advance of work requiring permit. Meet the requirements and restrictions set forth in each permit. Keep permits visibly posted at site of work being performed.

1.4.2 Excavation: Do not excavate without permit specified in subsection 50.9 of the Contract General Conditions. Permit will be issued before start of construction and is for duration of the Work.

1.4.3 Backfill: Permit required for each element of fill and backfill and good for 5 days or duration of work element provided Work does not stop for 5 consecutive days. Complete permit form, furnished by KEH, and return to KEH for approval before starting work.

1.4.4 Tie-in: Separate permit required for each utility tie-in and is valid until tie-in is complete. Permits furnished by KEH with 5 days notice.

1.4.5 Hazardous Work Permit: Start no work without permit. Permit will provide personnel protection requirements and restrictions for work involving welding and cutting, confined spaces, hazardous materials, or other hazardous working conditions. Permit is good for duration of Contract.

1.4.6 Oversize Load: In addition to Washington State permit, obtain permits for each movement of each oversize vehicle or load within the Hanford Site. Permits will be furnished by KEH with 48 hour notice of width, height, and length of oversized load and proposed route of travel. Verify proposed route has been traveled and limitations have been identified. See Section 01500, subparagraph 1.6.3.2 for additional requirements.

9 3 1 4 9 4 1 2 0 5

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 1 1 9 1 4 1 9 0 6

SECTION 01100
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 Federal Standards (FED STD)

FED-STD-313C

Material Safety Data,
Transportation Data, And
Disposal Data For Hazardous
Materials Furnished To
Government Activities

1.1.1.2 Washington Administrative Code (WAC)

Title 173, Department of Ecology

Chapter 173-303

Dangerous Waste Regulations

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures

1.2.1 Hazardous Materials: Submit list of hazardous materials to be used. Include current Material Safety Data Sheet for each material.

1.2.2 Hazardous Material Storage: Submit proposed method for storage of materials.

1.2.3 Hazardous Waste: Submit physical descriptions and quantity of waste and waste containers to be generated.

1.3 HAZARDOUS MATERIAL REQUIREMENTS

1.3.1 Hazardous products, defined in Section 111 of the Contract General Conditions, whether specified, recommended, or voluntarily requisitioned by Contractor, shall be governed by requirements of FED-STD-313 and Section 111 of the Contract General Conditions.

1.4 DANGEROUS WASTE HANDLING REQUIREMENTS

1.4.1 Dangerous waste, defined in WAC Chapter 173-303, generated by Contractor at Project shall be turned over to KEH for disposal.

1.4.2 Contractor personnel who handle, transfer, accumulate, or otherwise work with dangerous waste shall be trained by KEH to the requirements of WAC Chapter 173-303-330.

1.4.3 Report dangerous waste or hazardous material spills to KEH immediately.

1.4.4 After identification of dangerous waste to be generated, a satellite accumulation area will be designated for Contractor to deposit waste.

1.4.5 KEH will provide 55 gallon disposal barrels for use by Contractor to dispose of hazardous waste.

1.4.6 Identify and package dangerous wastes including accidental spills as approved or directed by KEH.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

1.5.2.5 Quality requirements.

1.5.2.6 Major material and equipment lists.

1.5.2.7 Other pertinent items.

1.6 CONSTRUCTION PROGRESS

1.6.1 Meetings held weekly at time and location determined at preconstruction meeting will be approximately one hour long.

1.6.2 KEH will chair meeting and request attendance of key personnel required. Authorized representatives of Contractor and pertinent subcontractors shall attend.

1.6.3 Purpose of meetings is to monitor status and provide forum for exchange of pertinent information related to the Work. Major topics may include, but not be limited to, following.

1.6.3.1 Schedule, cost, and construction status.

1.6.3.2 Design and scope changes.

1.6.3.3 Submittal status, key material, and equipment delivery status.

1.6.3.4 Potential problem areas.

1.6.3.5 Inspection and testing status.

1.6.3.6 Action item status, goals for next meeting.

1.6.3.7 Other appropriate items.

1.6.4 Meeting minutes will be issued by KEH as promptly as possible following meeting. Action items will be identified with assigned follow-up. Issues resolved will be reported in minutes, as well as closed action items.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 3 1 4 0 2 1 0

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

1.1.1 This Section summarizes submittals required in Contract General Conditions and Part 1 of each section of this Specification. It explains type of submittals required, and describes procedures for submittals and review.

1.1.2 Submittals required are summarized in Article 1.3. Each submittal is identified by General Conditions and Specifications Section/Paragraph Number and Title. Submittals are required for either "Review and Approval" or "Review for Record".

1.1.2.1 Submittals requiring review and approval are to receive approval before procurement, fabrication, or construction is started.

1.1.2.2 Submittals requiring review for record are those on which procurement, fabrication, construction or acceptance testing may proceed, but acceptance is contingent upon compliance with Drawings and Specifications.

1.2 SUBMITTAL PROCEDURES

1.2.1 Transmit submittals to KEH by Data Transmittal/Review form KEH-1838, furnished by KEH.

1.2.2 Identify each submittal by Section/Paragraph Number and Title noted in Article 1.3. Number of copies required for retention by KEH are shown in Summary and include 2 copies to be returned to Contractor. Additional copies required for Contractor uses shall be added.

1.2.3 Review each submittal for completeness, compliance with Contract Documents, and proper identification before sending to KEH. Submittal data shall either be stamped showing review process has taken place or Data Transmittal form may be signed with statement of "Reviewed for Compliance." Submittals not stamped or signed to show review will be returned without consideration.

1.2.4 Submittals requiring review and approval will be stamped by KEH and marked "Approved", "Approved with Exception" or "Not Approved, Revise and Resubmit." Approval of submittals does not relieve Contractor of responsibility for errors contained therein.

1.2.4.1 Approved submittals are identified by submittal stamp with "Approved" or "Approved with Exception" box checked. "Approved" signifies general concurrence to achieve conformance with design concept of Project and compliance with requirements of Contract Documents. "Approved with Exception" signifies general concurrence with noteworthy comments or

9 1 2 9 4 0 2 1 1

clarifications. Approval of specific item shall not be construed as approval of system or assembly of which item is a component.

1.2.4.2 A submittal which is not approved is identified as "Not Approved, Revise and Resubmit." Submittal is considered by KEH to be technically deficient or incomplete and therefore, unacceptable. Resubmittal is required, hence fabrication, procurement, or performance of procedures shall not proceed.

1.2.4.3 Upon receipt of deficient submittal data, make corrections noted on transmittal and resubmit data to KEH within 10 calendar days.

1.2.5 Materials and equipment fabricated or installed without required approved submittals, or which differ from approved Drawings or vendor data are subject to rejection and replacement at Contractor's expense.

1.2.6 Delays arising from failure to submit, in timely manner, required Drawings, and other related data described in Contract Documents, shall not constitute excusable delays for extensions, unless excusable under other provisions of Contract. Allow 15 calendar days for KEH review and disposition of submittals, including shop drawings and vendor information, required to be furnished. Time period will be measured from date of receipt of submittal in KEH's office to date of return mailing.

1.2.7 Contractor is responsible for dimensions to be confirmed and correlated at Project site.

1.2.8 Submittals for review and record will be reviewed and filed. Incomplete or inaccurate data will be returned marked "Resubmit" with appropriate comments, and items procured or work performed shall be corrected. Payment for equipment will not be made unless required Vendor Information has been furnished.

1.2.9 Supplemental submittals shall contain sufficient data to show substantial compliance with Drawings and Specifications. Identify each submittal by Specification Section number and Paragraph number or referenced Drawing number and detail. Improperly identified or incomplete submittals will be returned without consideration.

1.2.10 Procedures for performing certain items of work are required to be submitted for review and approval before work is commenced. Those work procedures which have been approved by KEH for work similar to that to be accomplished on Project may not need to be reapproved. Forward one copy of previously approved procedure to KEH by Data Transmittal/Review form and identify by Section/Paragraph Number, Title, and either procedure number or project number for which procedure was approved. Submittal will be reviewed by KEH and if acceptable retained for record. If previously approved procedure is not acceptable submittal will be returned with requirements for resubmittal.

1.3 SUMMARY OF SUBMITTALS

General Conditions Section/Para. Number	Submittal Title	Quantity	Review and Approval	Review For Record
CONTRACT GENERAL CONDITIONS				
55.1	Certificates of First Aid Training (WISHA requirements)	5		Before badging
55.2	Safety Program and Job Safety Analysis	5	Before badging	
55.3	Industrial Injury/Illness Experience	5		Before badging
55.5.1	OSHA Form 200	5		5th working day, each month
55.6	Equipment Certification	5		Before badging

Specifications Section/Para. Number	Submittal Title	Quantity	Review and Approval	Review For Record
-------------------------------------	-----------------	----------	---------------------	-------------------

FIELD ENGINEERING				
01050/1.2.1	Initial Survey Report	10	Before diffusion barrier placement	
01050/1.2.2	Final Survey Report	10	Before final acceptance	
SPECIAL PROJECT PROCEDURES				
01100/1.2.1	Hazardous Materials and Material Safety Data Sheet	10		5 days before material delivery
01100/1.2.2	Hazardous Materials Storage	10	5 days before material delivery	

9 1 1 4 1 2 1 3

Specifications Section/Para. Number	Submittal Title	Quantity	Review and Approval	Review For Record
SPECIAL PROJECT PROCEDURES (Continued)				
01100/1.2.3	Hazardous Waste	5		5 days before material delivery
PROGRESS SCHEDULES				
01310/1.2.1	Progress Schedule	10	10 days after notice to proceed	
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS				
01500/1.2.1	Anchoring and Enclosure Methods	5	Before placing field office	
DIFFUSION BARRIER				
02147/1.2.1	Laboratory Reports	15	Before producing asphalt	
02147/1.2.2	Handling, Placing and Compaction Procedure	15	Before field demonstration	
02147/1.2.3	Log of Barrier Placement	15		7 days after placement is completed
EARTHWORK				
02200/1.2.1	Method to Prevent Damage During Excavation	5	Before excavation commences	
02200/1.2.2	Shoring Design	10		Before shoring installa- tion

9 3 1 3 9 1 4 1 2 1 4

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 1 1 9 4 0 2 1 5

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01310

PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures.

1.2.1 Progress Schedules: Submit following schedules required in Article 1.3.

1.3 PROGRESS SCHEDULES

1.3.1 Schedules identified in Section 5 of the Contract General Conditions shall be in accordance with following.

1.3.1.1 Show order Contractor proposes to carry on the Work, starting dates of the several salient features of the Work including procurement of materials and equipment, and contemplated dates for completion. Each schedule shall be in form of bar chart of suitable scale to show percentage of Work scheduled for completion at any time with separate bar for each activity. At end of each week or at end of other periods of time specified in Contract, prepare and submit one copy of chart showing actual progress at end of period.

1.3.2 Organize schedule to show activities relative to each major subcontractor and supplier. Provide subschedule to define critical portions of entire schedule.

1.3.3 Schedule shall include design activities and milestones, delivery date of design documents, construction activities, progress milestones, and include, but not be limited to, following activities.

1.3.3.1 Bond and insurance.

1.3.3.2 Submittal schedule.

1.3.3.3 Mobilization.

1.3.3.4 Survey.

1.3.3.5 Clearing.

1.3.3.6 Excavate access and haul roads.

1.3.3.7 Excavate construction base for vaults.

1.3.3.8 Install shoring.

1.3.3.9 Foundation excavation for Vaults 106, 107, 108, and 109.

1.3.3.10 Produce diffusion barrier material for installation under Catch Basin for Vaults 106, 107, 108, and 109.

1.3.3.11 Placement of diffusion material.

1.3.3.12 Backfill.

1.3.3.13 Construct berms.

1.3.3.14 Stabilization.

1.3.3.15 General cleanup.

1.3.3.16 Deliver record documents.

1.3.3.17 Contract closeout.

1.3.3.18 Punchlist and demobilize.

1.3.4 Schedule shall show, as minimum, accumulated percentage of completion of each activity and total percentage of work completed as of last work day of each month.

1.3.4.1 Develop an "S" curve from percentage of total work figures and superimpose on schedule.

1.3.4.2 Show dollar value or percentage of total next to each activity shown on schedule. Figures will be basis for determining progress payments described in Section 01027.

1.4 REVISIONS TO SCHEDULES

1.4.1 Whenever KEH determines there are significant variances between actual and scheduled progress, endangering completion within Contract completion time, Contractor may be required to prepare and submit revised schedules.

1.4.2 Monthly, submit a copy of the schedule progress to date with projected completion date of each activity. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes. Indicate percent complete for each activity to determine monthly progress payment.

1.4.3 Provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect, including changes on schedules of separate contractors.

1.4.4 Distribute copies of revised schedules to KEH Project file, subcontractors, suppliers, and other concerned entities. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in revised schedules.

9 1 0 9 1 4 1 2 1 7

1.4.5 If Contractor fails to submit progress schedule specified in Paragraphs 1.4.1 or 1.4.2 within requested time, KEH may withhold approval of progress payments until Contractor submits required schedules.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 0 1 3 9 7 4 7 2 1 8

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01400
QUALITY ASSURANCE

PART 1 - GENERAL

1.1 REFERENCES: Not Used

1.2 SUBMITTALS: Not Used

1.3 INSPECTING AND TESTING

1.3.1 In accordance with Section 19 of Contract General Conditions, KEH will perform following.

1.3.1.1 Soil compaction testing.

1.3.1.2 Diffusion barrier compaction testing.

1.3.1.3 Witness specific inspection and witness points.

1.3.1.4 Perform final acceptance inspection.

1.3.2 Specific Inspection and Witness Points

1.3.2.1 Adhere to inspection points required. Ensure personnel have completed inspections of and approved portions of work in accordance with Contract requirements before notifying KEH.

a. Specific inspection points are defined as follows.

1) Construction inspection (H): Required for witnessing of specific construction features, before further construction is allowed to proceed.

2) Witness (W): Selected for inspection at the option of KEH. Work may proceed upon verbal release by KEH or upon expiration of one hour beyond scheduled time of witnessing.

b. H points. Except where longer period is specified, notify KEH at least 4 working hours before each point.

1.3.2.2 H & W points are listed in Article 1.5.

1.4 OPEN ITEM DEFICIENCY AND NONCONFORMANCE REPORTING

1.4.1 KEH utilizes Open Items Reports and Nonconformance Reports (NCR) to document deviations from Contract requirements.

1.4.1.1 Open item reporting: Documented on the Open Items List available from KEH. Items shall be corrected by the Contractor without additional direction. Correction shall bring item into compliance with Contract requirements, using approved rework procedures or standards, without violating contract requirements.

9 1 1 2 9 1 4 7 2 1 9

1.4.1.2 Nonconformance report: Documented on nonconformance report (NCR) forms. NCRs document deviations from Contract requirements when characteristic, documentation, or procedure renders quality of an item or activity unacceptable, or indeterminate. Nonconformances are identified by a red construction hold tag, or blue NCR tag. A hold tag prohibits movement, installation, processing, or further fabrication of nonconforming items pending approval of the NCR disposition. An NCR tag identifies a nonconformance, but allows work to proceed based on an approved NCR disposition. No action shall be taken to correct or alter an actual condition before receipt of an approved disposition. Tags are not to be removed by anyone other than the agency who applied the tag.

1.4.2 Contractor shall ensure its organization is represented by individuals with sufficient authority to commit Contractor to corrective action requirements identified by KEH.

1.4.3 Open item deficiencies and nonconformances reported during performance of Contract require resolution before completion and final payment.

1.5 SCHEDULE FOR H, AND W POINTS

Section Number	Subject	Type	Offsite	Onsite
DIFFUSION BARRIER				
02147/1	Initial mixing of aggregate with hydrated lime	H	X*	
	All mixing of aggregate with hydrated lime	W		
02147/2	Initial asphalt coating of aggregate for diffusion barrier under concrete basin	H	X*	
	All asphalt coating of aggregate for diffusion barrier under concrete basin	W		

* Off-site requires 3 working days notification

9 0 1 3 9 1 4 1 2 2 0

Section Number	Subject	Type	Offsite	Onsite
DIFFUSION BARRIER (Continued)				
02147/3	All compaction demonstration	H		X
02147/4	All placement of diffusion barrier	H		X
02147/5	All backfill operations	H		X
EARTHWORK				
02200/1	Initial excavation	W		X
02200/2	Cutting, sealing, and removing bore hole casings	H		X
02200/3	Protection of ground monitoring wells	W		
02200/4	Compaction procedure demonstration	H		X
02200/5	Backfill operations	H		X
02200/6	Initial berming activities	W		X
02200/7	Initial installation of stabilization material	W		X
02200/8	Road surfacing	W		X
SITE APPURTENANCES				
02850/1	Backfill operations	W		X
PART 2 - <u>PRODUCTS</u>				
Not used				
PART 3 - <u>EXECUTION</u>				
Not used				

END OF SECTION

9 1 1 9 1 4 1 2 2 1

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 National Fire Protection Association (NFPA)

NFPA 701	Methods of Fire Tests for Flame-Resistant Textiles and Films, 1989 Edition
----------	--

1.1.1.2 Washington State Department of Transportation (WSDOT)

M41-10-91	Road, Bridge, and Municipal Construction
-----------	---

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures.

1.2.1 Anchoring and Enclosure Methods: Submit methods proposed for anchoring portable structures and enclosing underfloor area to meet the requirements of this Section.

1.3 CONSTRUCTION FACILITIES

1.3.1 First Aid: Facilities are available at Building 2719EA in the 200 East Area to provide first line medical attention.

1.3.2 Operation and Storage Areas: Confine onsite operations, including storage of materials, to laydown area designated by KEH.

1.3.3 Disposal Site for Waste: Dispose of construction material (wood, paper, metal, plastics, etc.) at the Central Landfill, approximately 7 road miles from Project. The Central Landfill is open only during regular working hours. Dispose broken asphalt at Pit 10 approximately 13 road miles from Project. Pit 10 is secured by a locked gate and requires 1 day notification for access.

1.4 TEMPORARY UTILITIES

1.4.1 Water

1.4.1.1 Construction: Available from standpipe located outside 200 East perimeter fence adjacent to Project. Furnish hauling, dispensing, and temporary piping. Contractor furnished fittings for connection to water source shall be approved by KEH before installation. Remove temporary piping, hoses, fittings, and valves before final acceptance of the Work.

9 3 1 1 9 1 4 1 2 2 2

Stand pipe valve is not freeze protected for cold weather use. Contractor shall provide protection when used in cold weather.

1.4.1.2 Drinking: Furnish adequate drinking water, that meets health and safety requirements, to employees.

1.4.2 Electric Power: Provide temporary. Remove temporary installations upon completion of construction.

1.4.3 Telephone: None available.

1.4.4 Sanitary Facilities: Furnish and service chemical or other approved sanitary toilets for employee use. Facilities shall meet requirements of KEH which are available upon request.

1.5 ACCESS ROADS AND PARKING AREAS

1.5.1 Access to Project shall be by existing grout perimeter access road, having no load restrictions, located outside 200 East Area.

1.5.2 Parking for Contractor's vehicles will be available at designated storage and laydown or office areas.

1.5.3 Grass Fire Prevention: To reduce potential for grass fires, keep off-road driving to minimum. Vehicles driving off-road or to remote locations, shall carry a minimum 10 pound ABC dry chemical portable fire extinguisher, communications equipment consisting of 2 way radio or mobil phone (CB type radios are not acceptable), and shovel. Report fires immediately to nearest Hanford Patrol, telephone 373-1780, and Hanford Fire Department, telephone 373-1311.

1.6 TEMPORARY CONTROLS

1.6.1 Dust Control: Maintain work areas to prevent hazard or nuisance to others. Accomplish dust control by sprinkling or other methods approved by KEH. Repeat sprinkling at necessary intervals to keep disturbed area damp at all times. Keep sufficient equipment on Project to accomplish dust control as work proceeds and whenever dust nuisance or hazard occurs. No separate or direct payment will be made for dust control and cost shall be considered incidental to and included in Contract price.

1.6.2 Temporary Enclosures: Plastic sheeting materials used to form enclosures shall be minimum 14 mils thick and have fire retardant properties meeting the requirements of NFPA 701. Acceptable manufacturers are Winman Corp (Plastic Division), St. Cloud, Minnesota; Lancs Industries, Kirkland, Washington; and Protective Plastics, Inc, Greer, South Carolina.

1.6.3 Traffic Control: Temporary traffic control and barricades in accordance with WSDOT M41-10, Section 1-07.23(3).

9 1 1 9 7 4 1 2 2 3

1.6.3.1 Vehicle and equipment movement

a. Slow moving vehicles and equipment shall not travel on Hanford Site roads during heavy traffic periods between 6:30 and 8:00 am, and 3:30 and 5:30 pm.

b. Do not block existing roads.

c. Do not park on roadway shoulders.

1.6.3.2 Oversized vehicles and loads

a. Permits specified in Section 01065 are required for vehicles or loads exceeding following dimensions.

1) Width: 8'-6".

2) Height: 14 feet.

3) Length: Single unit, 40 feet. Single trailing unit, 48 feet.

b. Additional requirements for vehicles and loads exceeding 8'-6" width.

1) Display oversize load sign on front of towing vehicle and rear of trailing unit.

2) Attach red flags to each corner.

3) Notify KEH 5 days before moving loads.

4) Travel between 9:00 am and 2:30 pm unless special arrangements are made.

c. Escort vehicle requirements.

1) Equip with oversize load signs and amber lights.

2) Vehicles or loads over 10 feet wide: Provide escort cars in front and rear on 2 lane highways.

3) Vehicles or loads over 14 feet wide: Provide escort car in rear on multiple lane highways.

4) Vehicles or loads over 20 feet wide: Provide escort cars in front and rear on multiple lane highways.

d. Electrical escort requirements: KEH will provide qualified electrical escorts, at no cost to Contractor when load or vehicle reaches height of 14 feet or more from road surface, or when clearance of at least 6 feet cannot be maintained from overhead electrical or signal lines. Notify KEH at least 3 working days before day escort is required.

9 1 1 9 1 4 1 2 2 4

1.7 FIELD OFFICE

1.7.1 Field office is required to keep copies of Drawings, Specifications, and other information pertinent to the Work at Project site. KEH shall have access to documents at all times. Should Contractor elect to utilize portable or relocatable structures, requirements of Paragraph 1.7.2 shall apply.

1.7.2 Anchor or tie down portable or relocatable structures, including trailers for field offices and storage, to prevent overturning or lateral movement in winds up to 70 mph. Enclose or skirt underfloor area with material that will not burn or support combustion to prevent accumulation of wind-blown debris and use of underfloor space for material storage. Complete anchoring and enclosing, in accordance with approved submittal, within 14 days of arrival onsite.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 3 1 2 9 3 4 7 2 2 5

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REFERENCES:

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 Washington Administrative Code (WAC)

Title 296	Labor and Industries
Chapter 296-155	Safety Standards for Construction Work

1.2 SUBMITTALS: Not Used

1.3 RECORD REQUIREMENTS

1.3.1 The nature of work at the Hanford Site requires certain documents, defined herein, be held to record construction process and administration of the Contract. KEH will assemble pertinent data for final disposition. Prepare, preserve, and deliver project record documents to KEH required by this Contract. Documents are in addition to submittals required in Section 01300.

1.3.2 Mark project record documents to identify copies for record and to prevent use for construction. Keep record copies of construction documents and make available to KEH during progress of Work.

1.3.3 Some data required for project records shall be delivered to KEH during course of construction and contract administration, while others shall be assembled after completion of construction for delivery to KEH. Document delivery by retaining copy of reports delivered during course of work until construction completion, retaining copy of letter of transmittal itemizing delivered items, or other means acceptable to KEH.

1.4 DOCUMENT IDENTIFICATION

1.4.1 General: Documents required for project records are itemized herein. Identify complete documents by title or number. Notes or markings added by hand shall be legible utilizing permanent nonsmearing marking media, such as ink or felt tip markers, in contrasting color.

1.4.2 Contract Documents: Store one set in the field office, apart from documents used in construction, and maintain in clean, dry, and legible condition. Legibly mark items to record actual construction, including changes to dimensions and details, manufacturer's name, and catalog number.

9 1 1 9 8 4 1 2 2 6

1.4.3 Activity and Administrative Documents: Deliver or retain in accordance with following.

1.4.3.1 Weekly Certified Payrolls: Each week deliver certified payrolls, as required by Section 108 of Contract General Conditions, to KEH, and keep copies in the field office until Contract completion. Progress payments will not be processed unless certified payrolls for work periods have been received by KEH.

1.4.3.2 Daily Force and Equipment Reports: Before noon each day, deliver one copy of a detailed daily force report, covering labor and supervision of Contractor and subcontractors for previous day. Report shall include a general description of work performed, and list major items of equipment on site.

1.4.3.3 Weekly Manpower Reports: Prepare weekly manpower reports and deliver, before 10 am on Monday, for previous week, during performance of Contract. Forms will be furnished by KEH.

1.4.3.4 Weekly Safety Meetings: Conduct weekly walkaround safety inspections and safety meetings in accordance with WAC-296-155-110. Deliver one copy of meeting minutes to KEH, as completed.

1.4.3.5 Periodic Equipment Inspections: Document initial and followup, periodic heavy equipment inspections by the Contractor. Deliver one copy to KEH, as completed.

1.4.3.6 Subcontracting Plan Reports: Deliver reports documenting conformance with Subcontracting Plan, as required by Section 89 of Contract General Conditions.

1.4.3.7 Backfill Permit: Retain backfill permits approved for work required in Division 2.

1.4.3.8 Soil Compaction Procedure: Retain Forms KEH 0382 completed for work required in Division 2.

1.4.3.9 Survey Notes: Deliver survey notes specified in Section 01050.

1.4.4 Product Samples and Manufacturer's Instructions: In addition to submittals required in Section 01300, and requirements of this Section, information received by Contractor (from suppliers) that documents products used, and how they were installed, shall be delivered to KEH for Project Records.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

9 3 1 0 9 4 1 9 2 7

SECTION 02147
DIFFUSION BARRIER

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 American Society for Testing and Materials (ASTM)

C 136-84a	Method for Sieve Analysis of Fine and Coarse Aggregates
C 207-79 (1988)	Hydrated Lime for Masonry Purposes
C 294-86 (1991)	Descriptive Nomenclature for Constituents of Natural Mineral Aggregates
C 295-90	Practice for Petrographic Examination of Aggregates for Concrete
C 977-88	Quicklime and Hydrated Lime for Soil Stabilization
D 142-85 (1990)	Mineral Filler for Bituminous Paving Mixtures
D 1664-80 (1985)	Test Method for Coating and Stripping of Bitumen-Aggregate Mixtures
D 3381-83	Viscosity-Graded Asphalt Cement for Use in Pavement Construction

1.1.1.2 Washington State Department of Transportation (WSDOT)

M41-01-84 w/revisions through June 90	Construction Manual
M41-10-91	Road, Bridge, and Municipal Construction

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures.

1.2.1 Laboratory Reports: Submit reports from independent laboratory showing following.

1.2.1.1 Proposed aggregate source will produce gravel classified as igneous or metamorphic rock in accordance with ASTM C 294. Examine aggregate in accordance with ASTM C 295.

1.2.1.2 Aggregate meets the requirements of Paragraph 2.1.1.

1.2.1.3 Liquid asphalt meeting the requirements of Paragraph 2.1.2 with submittal required for each delivered load.

1.2.1.4 Anti-stripping additive meeting the requirements of Paragraph 2.1.3.

1.2.2 Handling, Placing, and Compacting Procedures: Submit proposed procedures defining methods for each of the following functions:

1.2.2.1 Handling: Methods used during handling, placing, and spreading to ensure requirements of Paragraphs 1.3.1 and 3.3.1 are met.

1.2.2.2 Placement: Methods used during placing and spreading to ensure requirements of Paragraph 3.3.1 are met. Include type and size of equipment used.

1.2.2.3 Compaction: Methods used for compaction. Include type and size of equipment used.

1.2.3 Log for Diffusion Barrier Placement: Submit log delineating approximate placed location and limits of each load including lift thickness. Traceability shall be tied to each batched or trucked unit of mix as delivered to Site and noted on log.

1.3 DELIVERY, STORAGE, AND HANDLING

1.3.1 Diffusion Barrier Aggregate

1.3.1.1 Construct stockpiles in accordance with WSDOT M41-10, Section 3-02.2(6).

1.3.1.2 Remove aggregate from stockpiles in accordance with WSDOT M41-10, Section 3-02.2(7).

1.3.1.3 Mix and age aggregate, 48 hours minimum, in stockpile after treatment with anti-stripping additive in accordance with Article 2.2. Treated aggregate mixtures stored over 30 days after treatment will be examined by KEH for retreatment before use in diffusion barrier mix.

1.3.1.4 Handling equipment shall meet the requirements of Paragraph 3.3.1.

9 0 1 1 9 3 4 1 9 9 9

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 Aggregate: Composed of crushed stone or gravel aggregates classified in ASTM C 294 as either igneous or metamorphic rocks, and meeting following requirements.

2.1.1.1 Aggregate production: In accordance with WSDOT M41-10, Section 3-01.

2.1.1.2 Grading in accordance with ASTM C 136.

a. Amounts finer than each laboratory sieve (square-openings), weight percent.

<u>Nominal Square Opening Sieve Size</u>	<u>Aggregate Percent</u>	<u>Blended Percent</u>
5/8 in.	100	100
1/2 in.	92 to 100	92 to 100
3/8 in.	85 to 95	85 to 95
No. 4	65 to 75	65 to 75
No. 16	35 to 41	36 to 42
No. 30	25 to 31	27 to 33
No. 50	14 to 20	16 to 22
No. 200	3.5 to 7.5	6.0 to 10.5

b. Deleterious materials: Particles of specific gravity less than 1.95, maximum 1 percent by weight.

c. Limits for fractured faces by percent weight: Minimum of 2 fractured faces on 85 percent and at least 1 fractured face on 90 percent of material retained on No. 10 and above sieves, as determined by WSDOT M41-01 Test Method No. 103.

2.1.2 Asphalt: Meeting the requirements of ASTM D 3381, Grade AR-6000.

2.1.3 Anti-Stripping Additive

2.1.3.1 Diffusion barrier aggregate shall be treated with anti-stripping additive in accordance with Article 2.1.3. Requirement for use shall be determined by KEH based on temperature and pH modified ASTM D 1664 for each aggregate source.

2.1.3.2 Meet the requirements of ASTM D 242 for physical requirements, sampling, and testing.

2.1.3.3 Hydrated lime meeting chemical composition of ASTM C 207, Type N or S, or ASTM C 595 with a minimum 90% passing the 200 sieve.

9 1 9 3 4 7 2 3 0

2.2 MIXES

2.2.1 Proportions

2.2.1.1 Size, grade, and quantity of materials, when proportioned and mixed shall produce mixture meeting following requirements.

a. Asphalt: 7.5 percent, plus or minus 0.5 percent by weight of total asphalt mixture. Determination of asphalt content will be in accordance with WSDOT M41-01 Test Method 711.

b. Anti-stripping additive: 3 percent, plus or minus 0.25 percent by weight of total dry aggregate mixture. Aggregate coating after mixing and aging in stockpile and before mixing with asphalt shall be adequate to meet the requirements of subparagraph 2.2.2.4.

2.2.2 Mixing

2.2.2.1 Asphalt mixing plants: Meet the requirements of WSDOT M41-10, Section 5-04.3(1). Collect and reintroduce lime driven from aggregate during drying and heating in batch plant into product at mixing unit.

2.2.2.2 Remove aggregates from stockpiles to ensure minimum segregation when being moved to plant for processing into final mixture. Treat aggregates with anti-stripping additive in accordance with subparagraph 2.2.2.4 and store in accordance with subparagraph 1.3.1.3 before introduction to mixing process.

2.2.2.3 Heat aggregates to minimum of 250°F and maximum of 350°F.

2.2.2.4 Anti-stripping additive: Lime treatment to meet 95 percent minimum coverage determined by visual examination. Mix water and aggregate thoroughly in pugmill or other approved mechanical mixer with lime specified in subparagraph 2.2.1.1b and 5 percent water, plus or minus 0.5 percent. Use aggregate weight to determine water content.

2.2.2.5 Quantity of asphalt material shall not be reduced by quantity of anti-stripping additive.

2.2.2.6 Heat AR6000 asphalt to minimum 275°F and maximum 375°F. Avoid local overheating and provide continuous supply of material to mixer.

2.2.2.7 Asphalt wet mixing time: Sufficient to produce 95 percent coated particles determined by WSDOT M41-01, Test Method 714.

2.2.2.8 Mix temperature: Not exceed 340°F at batch plant.

2.2.2.9 Mix temperature: Not less than 260°F during placing.

2.2.2.10 Asphalt from each specific source or supplier shall not be blended or mixed with other asphalt sources or suppliers.

PART 3 - EXECUTION

3.1 EXAMINATION

3.1.1 Placement(s) of Diffusion Barrier: Check interface surfaces for cleanliness.

3.2 PREPARATION

3.2.1 Subgrade: Prepare subgrade in accordance with Section 02200, Paragraph 3.2.7, within 3 weeks before placing diffusion barrier.

3.3 INSTALLATION

3.3.1 Diffusion Barrier

3.3.1.1 Before placement demonstrate to KEH, by trial placement at site, procedure proposed for placing and compacting diffusion barrier. Prepare "Soil Compaction Procedure" Form KEH-382, sample appended, in accordance with printed instructions, for following types. Forms will be furnished by KEH.

a. Machine placed using self propelled automated asphalt paving machine.

b. Hand placed using vibratory plate compactors, hand tampers, walk behind rollers, etc.

3.3.1.2 Keep surrounding area free of dust by watering during placing operation.

3.3.1.3 Equipment used to mix, or place diffusion barrier shall be pre-heated before use to minimum temperature required to achieve specified mix, delivery, or placement temperatures.

3.3.1.4 Clean dirt or gravel from equipment used for hauling, placing, spreading, and compacting before handling diffusion barrier material.

3.3.1.5 Conveyors or other equipment used for placement or spreading shall not segregate or damage material.

3.3.1.7 Compaction shall be only by dual drive, double drum vibratory roller except where hand or small compaction equipment is required for placement or compaction.

3.3.1.8 Compaction rolling shall be completed before cooling of in place mix to average lift mix temperature of 190°F.

3.3.1.9 Place diffusion barrier in layers not to exceed nominal 7 inches loose measurement unless approval of KEH is obtained. Compact areas inaccessible to large hauling equipment by small vibratory mechanical compactors. Roll or compact until acceptable consolidation is achieved. KEH will determine type and number of passes required for particular compacting equipment used based on trial placement in subparagraph 3.3.1.1.

9 0 1 4 9 3 4 1 2 3 2

a. It is anticipated that desired compaction can be obtained for design mix with 4 to 6 passes of double drum, vibratory steel roller weighing at least 8 to 10 tons.

b. Acceptable level of compaction shall be minimum 96 percent of maximum density determined by WSDOT M46-01 Test Method 705.

c. Joints in diffusion barrier layers placed under the basin structure shall be offset a minimum of 6 inches from the layer immediately below.

d. Raise backfill progressively around the diffusion break placement. Maximum depth of diffusion break shall be 12 inches without backfilling.

3.3.1.10 Mixture load temperature at time of placement shall not vary more than 20°F from delivery temperature at vault site, except in those areas using hand placement methods the minimum temperature referenced in subparagraph 2.2.2.9 shall control.

3.3.1.11 Weather limitations for placing shall be in accordance with WSDOT M41-10, Section 5-04.3(16) except surface course shall be same as subsurface course for thickness more than 0.35 foot.

3.3.1.12 Hauling equipment shall meet the requirements of WSDOT M41-10, Section 5-04.3(2) with following additional requirements.

a. Hauling equipment shall be designed or equipped so that heat loss during transport of mix is less than 50°F from mixing temperature to delivery temperature at the job site.

b. Hauling equipment shall not be allowed to be driven on diffusion barrier unless thoroughly cleaned.

c. Asphalt mix shall be covered during transportation.

3.3.2 Construction Requirements

3.3.2.1 Diffusion barrier placed in large areas shall be placed using asphalt paver.

a. Asphalt pavers shall be self-contained, power propelled units, provided with activated screed or strike-off assembly, heated and capable of spreading and finishing courses of mix material in widths applicable to section and thickness shown on the Drawings.

b. Screed and strike-off assembly shall effectively produce finished surface without tearing, shoving, or gouging mixture.

c. Bolt-on extensions over 1 foot in length on either side of paver shall have same equipment as rest of paver. Hydraulic extenders without screeds, augers, and vibration shall not be used except in irregular shaped and minor areas.

9 1 1 4 1 3 3

3.3.2.2 Hand placement or other approved methods of placing diffusion barrier shall be in manner to minimize segregation of material and raveling of surface. Segregated rocks on surface shall be collected and discarded from surface.

3.4 FIELD QUALITY CONTROL

3.4.1 Verify placement and compaction of diffusion barrier as specified in Paragraph 3.3.2 and subparagraph 3.3.1.1.

3.4.2 Sampling and testing of aggregate and diffusion barrier will be performed by KEH. Rolling and compaction requirements will be controlled based on subparagraph 3.3.1.9. Patching or repair materials shall be supplied by Contractor.

3.4.2.1 Acceptance testing for gradation, prior to anti-stripping treatment, shall be performed as follows:

a. For startup testing, basis of acceptance sampling shall be based on WSDOT M41-01, Section 9-5.4 with no tolerance bands outside the specified limits.

b. After startup testing is approved, and it has been demonstrated by the Contractor that material meets the specified gradation, further assurance testing shall be based on a running average of 5 consecutive tests.

c. The above acceptance testing shall remain valid for a continuous operation of gradation. If the continuous operation of gradation is interrupted for 60 consecutive days or more, the testing sequence shall be repeated for additional gradation as shown in Paragraphs a and b.

3.4.2.2 Acceptance testing for diffusion barrier shall be performed as follows:

a. Basis of acceptance sampling criteria shall be WSDOT M41-01, Section 9-5.4 with no tolerance bands outside the specified limit for blended material.

b. Assurance testing shall be based on a running average of 5 consecutive tests.

3.4.3 KEH will examine equipment referenced in subparagraph 3.3.1.4 for cleanliness.

3.4.4 Samples

3.4.4.1 KEH will observe stockpiled material before each day or partial days production of diffusion barrier material to verify lime coverage is in accordance with subparagraph 2.2.2.4.

3.4.4.2 KEH will collect a minimum of one acceptance test per 1000 ton for gradation.

3.4.4.3 KEH will collect a minimum of one acceptance test per day or 1000 ton or portion thereof in accordance with WSDOT M41-01, Section 9-5.7 for diffusion break.

9 3 1 2 9 1 4 1 2 3 5

SOIL COMPACTION PROCEDURE

Project Number	Project Title	Date					
Contract Number	Procedure Number	Location of Demonstration					
REQUIREMENTS		EQUIPMENT DEMONSTRATED					
Applicable Spec./Dwg.		Type					
Compaction Required _____ %		Manufacturer					
Maximum Lift Size		Model					
LABORATORY SOIL TEST RESULTS							
B <input type="checkbox"/> Non-granular Materials (WSDOT Test Method No. 609) <input type="checkbox"/> Granular Materials (WSDOT Test Method No. 606-A) <input type="checkbox"/> In-Situ Maximum Density _____ Moisture % _____ <input type="checkbox"/> Density Chart Attached Density _____							
COMPACTION DEMONSTRATION TEST RESULTS							
Formula for Percent Compaction: $\frac{\text{dry density}}{\text{max density}} \times 100 = \text{Percent Compaction}$							
No. of Passes	Depth of Lift	Percent Moisture	Lb/ft³ Dry	Maximum Density	Percent Compaction	Accept	Reject
Observations or Comments							
SAMPLE							
TEST METHOD USED FOR DEMONSTRATION		<input type="checkbox"/> Nuclear Gage (ASTM D2922 & D3017)		<input type="checkbox"/> Other _____			
Contractor Representative						Date	
Engineer/Constructor Inspector						Date	

9 1 3 9 3 4 1 2 3 6

INSTRUCTIONS

This Soil Compaction Procedure form, when approved by the Engineer/Constructor Inspector, documents witnessing and verifying the compaction procedure.

Section A is the responsibility of the Construction Contractor. It is to be completed at the time of backfill compaction demonstration and presented to the Engineer/Constructor Inspector.

Section B is completed by the Engineer/Constructor Inspector. Data entered is obtained from the agency or individual that performed testing.

Section C is completed by the Engineer/Constructor Inspector as the demonstration is performed. Using the applicable formula, the percent compaction achieved is determined and entered. Acceptance is based on the results as compared with the compaction percent required in Section A.

Section D is signed and dated by the Construction Contractor Representative acknowledging responsibility for this procedure and compliance thereto for applicable backfill operations. Section D is signed and dated by the Engineer/Constructor Inspector to signify witnessing and verification.

KEH-0382.00R (03/89)

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 American Society for Testing and Materials (ASTM)

D653-90a

Terminology Relating to Soil,
Rock, and Contained Fluids

1.1.1.2 Washington Administrative Code (WAC)

Title 296, Labor and Industries

Chapter 296-155, Safety Standards for Construction Work

Part N

Excavation, Trenching, and
Shoring

1.1.1.3 Washington State Department of Transportation (WSDOT)

M41-10-91

Road, Bridge, and Municipal
Construction

1.2 SUBMITTALS: Refer to Section 01300 for submittal procedures.

1.2.1 Method to Prevent Damage During Excavation: Submit procedure proposed to prevent undercutting existing access road or interrupting service to existing facilities.

1.2.2 Shoring Design: Submit shoring design including calculations to ensure requirements of Paragraph 3.3.1.

1.3 FURNISHED MATERIAL: Backfill. See Section 01019.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 General: Obtain soils from excavation or other designated locations. Obtain onsite approval for soils.

2.1.2 Terms: Standard terminology relating to soil and rock shall be defined in accordance with ASTM D653.

9 3 1 9 9 4 1 2 7 8

3.2.7 Subgrade

3.2.7.1 Make excavations to depth shown on the Drawings. Make bottom of excavation, level, true, and free of loose material. Moisten subgrade soil as required and compact to 95 percent of maximum density before placing diffusion barrier.

3.2.7.2 If over-excavation occurs, correct by placement of structural backfill, compacted in accordance with subparagraph 3.3.2.2a.

3.3 INSTALLATION

3.3.1 Shoring: Design and install shoring where shown on Drawings in accordance with WAC Chapter 296-155, Part N. Design calculations shall be prepared and stamped by a registered Professional Engineer. Soil properties for shoring design are as follows:

Classification:	Loose to medium dense, silty fine sand
Density:	116 pcf
Active Earth Pressure Coefficient:	0.23 (k_a)

3.3.2 Fill and Backfill

3.3.2.1 General

a. Backfill Permit: Do not start fill or backfill without approved permit as set forth in Section 01065.

b. Use only select materials for fill or backfill. Materials from KEH stockpile or other source used for backfilling shall be free of the following:

1) Hard lumps or cobbles (larger than 3 inches for structural and larger than 8 inches for common or common structural fill or backfill).

2) Frozen particles defined as solidly frozen lumps or pieces larger than three inches that cannot be broken down and dispersed randomly throughout unfrozen backfill.

3) Organic matter and trash.

Occasional inclusion of one or more of the above mentioned items will be acceptable, provided the compaction of backfill meets the requirements of control tests in accordance with WSDOT (subparagraphs 3.3.2.2.b, and 3.3.2.2.c of this section).

c. Do not place fill or backfill on frozen ground. A light frost cover during backfill operations, nominally greater than 1/2 inch shall be broken up and dispersed throughout backfill. Deeper frost layers,

9 2 1 9 9 3 4 1 2 4 0

if encountered during backfilling, shall be removed and replaced with unfrosted/unfrozen material on as-required basis.

d. Filling or backfilling by sluicing or flooding with water will not be permitted.

3.3.2.2 Structural

a. Before compaction or placement of backfill, demonstrate to KEH by physical test at site, that procedure proposed for installation and compaction of soils will provide degree of compaction specified. Prepare "Soil Compaction Procedure" Form KEH-0382, sample appended, in accordance with printed instructions. Forms will be furnished by KEH.

Structural fill/backfill shall be used for the following areas:

- 1) Under diffusion barrier if over excavated.
- 2) Within 1 foot around the perimeter of diffusion barrier.

Common structural fill/backfill shall be used on all other areas around diffusion barrier placement and for access roads.

b. Place backfill in accordance with WSDOT M41-10, Section 2-03.3(14)C and approved procedure as follows.

- 1) Use Method C under and around diffusion barrier placement areas as shown on Drawings.
- 2) Use Method B under access roads.

c. Compaction control tests will be in accordance with WSDOT M41-10, Section 2-03.3(14)D.

3.3.2.3 Common

a. Place fill or backfill in layers not more than 12 inches thick, loose measurement for berms.

b. Compact each layer, full width, by at least one pass of vibratory or rammer type compactor, pneumatic-tired roller, loaded scraper wheel, grader wheel or power roller.

3.3.3 Place road surfacing on construction and office access roads as shown on the Drawings. Compact road surfacing in accordance with WSDOT M41-10, Section 4-04.3(5).

3.3.4 Finish Grading and Stabilization

3.3.4.1 Rake area (along access road and berms, east of coordinate W44000 and office access road shown on Drawings) disturbed by work, remove surface

stones larger than 6 inches and dispose of excess material and debris at area designated by KEH. Broken asphalt shall be disposed per Section 01500, Paragraph 1.3.3.

3.3.4.2 Stabilize berms as shown on the Drawings. Use soil sterilant before placing crushed gravel. Apply soil sterilant in accordance with manufacturer's instructions and application rates.

3.4 FIELD QUALITY CONTROL

3.4.1 Soil Compaction Tests: Sampling and testing of compacted fill, road surfacing and backfill will be performed by KEH.

9 1 1 4 4 1 2 4 2

**THIS PAGE INTENTIONALLY
LEFT BLANK**

9 1 1 9 1 4 1 2 1 3

SOIL COMPACTION PROCEDURE							
Project Number		Project Title				Date	
Contract Number		Procedure Number		Location of Demonstration			
A	REQUIREMENTS				EQUIPMENT DEMONSTRATED		
	Applicable Spec./Dwg.				Type		
	Compaction Required _____ %				Manufacturer		
	Maximum Lift Size				Model		
	LABORATORY SOIL TEST RESULTS						
B	<input type="checkbox"/> Non-granular Materials (WSDOT Test Method No. 609)		<input type="checkbox"/> Granular Materials (WSDOT Test Method No. 606-A)			<input type="checkbox"/> In-Situ	
	Maximum Density _____ Moisture % _____		<input type="checkbox"/> Density Chart Attached			Density _____	
COMPACTION DEMONSTRATION TEST RESULTS							
Formula for Percent Compaction: $\frac{\text{dry density}}{\text{max density}} \times 100 = \text{Percent Compaction}$							
No. of Passes	Depth of Lift	Percent Moisture	Lb/ft ³ Dry	Maximum Density	Percent Compaction	Accept	Reject
Observations or Comments							
SAMPLE							
TEST METHOD USED FOR DEMONSTRATION		<input type="checkbox"/> Nuclear Gage (ASTM D2922 & D3017)			<input type="checkbox"/> Other _____		
D	Contractor Representative				Date		
	Engineer/Constructor Inspector				Date		

KEH-0382.00 (03/89)

INSTRUCTIONS

This Soil Compaction Procedure form, when approved by the Engineer/Constructor Inspector, documents witnessing and verifying the compaction procedure.

Section A is the responsibility of the Construction Contractor. It is to be completed at the time of backfill compaction demonstration and presented to the Engineer/Constructor Inspector.

Section B is completed by the Engineer/Constructor Inspector. Data entered is obtained from the agency or individual that performed testing.

Section C is completed by the Engineer/Constructor Inspector as the demonstration is performed. Using the applicable formula, the percent compaction achieved is determined and entered. Acceptance is based on the results as compared with the compaction percent required in Section A.

Section D is signed and dated by the Construction Contractor Representative acknowledging responsibility for this procedure and compliance thereto for applicable backfill operations. Section D is signed and dated by the Engineer/Constructor Inspector to signify witnessing and verification.

KEH-0382.00R (03/89)

END OF SECTION

9 1 1 4 1 2 1 4

SECTION 02850
SITE APPURTENANCES

PART 1 - GENERAL

1.1 REFERENCES

1.1.1 Reference Standards and Specifications: The following standards and specifications, including documents referenced therein, form part of this Section to extent designated herein.

1.1.1.1 American Wood-Preservers Association (AWPA)

C1-88	All Timber Products-- Preservative Treatment by Pressure Processes
C2-89	Lumber, Timbers, Bridge Ties and Mine Ties--Preservative Treatment by Pressure Processes
P5-89	Water-Borne Preservatives
P8-89	Oil-Borne Preservatives

1.1.1.2 Painting and Decorating Contractors of America (PDCA)

1984 Architectural Specification Manual

1.1.1.3 West Coast Lumber Inspection Bureau (WCLIB)

16-1970 (R 1984) Grading Rules for West
Coast Lumber

1.2 PAINT STORAGE AND PROTECTION

1.2.1 Store and mix materials at minimum ambient temperature of 45°F in well ventilated and heated area or areas in accordance with manufacturer's recommendations.

1.2.2 Take precautions to prevent fire hazards and spontaneous combustion. Place cotton waste, cloths, and hazardous materials in containers and remove from site daily.

1.3 SUBMITTALS: Refer to Section 01300 for submittal procedures.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 Fill or Backfill: Meet the requirements of Section 02200, Paragraph 2.1.1.

9 1 1 9 3 4 0 2 1 5

c. Do not apply finish in areas where dust is being generated.

3.3.2.3 Humidity: Follow manufacturer's directions for extremes.

3.4 SCHEDULES

3.4.1 Color: Unless otherwise noted, color shall be safety yellow.

3.4.2 Paint and Finish, Exterior

3.4.2.1 Woodwork: Guardrail and posts

Ext 1-A, Custom Grade, gloss

END OF SECTION

9 1 3 9 1 4 2 2 1 7

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SCHEDULE OF DRAWINGS

A. CONSTRUCTION DRAWINGS

<u>Drawing Number</u>	<u>Description</u>	<u>Latest Rev. No.</u>
H-2-79694	Civil Site Plan	0
H-2-79695 Sheet 1	Civil Construction Road Excavation Plan	0
H-2-79695 Sheet 2	Civil Construction Road Profile and Misc Details	0
H-2-79696	Civil Vault Excavation Plan	0
H-2-79697 Sheet 1	Civil Diffusion Barrier	0
H-2-79697 Sheet 2	Civil Diffusion Barrier Placement Sections	0

B. REFERENCE DRAWINGS

<u>Drawing Number</u>	<u>Description</u>	<u>Latest Rev. No.</u>
(Reserved)		

9 0 1 0 9 3 4 1 2 1 8

**THIS PAGE INTENTIONALLY
LEFT BLANK**

B

OFFICIAL RELEASE
BY WHC
DATE FEB 19 1992

DOES NOT CONTAIN CLASSIFIED OR UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION

[Signature]

Reviewing Official/ADC
Kaiser Engineers Hanford Company

1/20/92

Date

EDT 152933

DRAWN	TK EHRHARD	DATE
DSGN ENG	<i>[Signature]</i>	1-22-92
CHECKED	<i>[Signature]</i>	1-22-92
SAFETY	<i>[Signature]</i>	1-22-92
ENVIR	<i>[Signature]</i>	1-22-92
QE	<i>[Signature]</i>	1-22-92
LEAD ENG	<i>[Signature]</i>	1-22-92

U.S. DEPARTMENT OF ENERGY
Richland Operations Office
KAISER ENGINEERS HANFORD COMPANY

CIVIL
SITE PLAN

PROJECT W-125, GROUT DISPOSAL VAULTS 106 - 109

SIZE	BLDG NO.	INDEX NO.	DWG NO.	REV NO.
F	218-E-16	0110	H-2-79694	0

SCALE 1"=200' JOB NO. ER0107 SHEET 1 OF 1

APVD FOR IMPL/INC FOR DATE

KEH APPROVALS

APPROVED FOR IMPLEMENTATION
BY *[Signature]* DATE 2-12-92
FOR WHC

DEC:DDM2:5.0:NN

KEHCAD

H279694A1

A

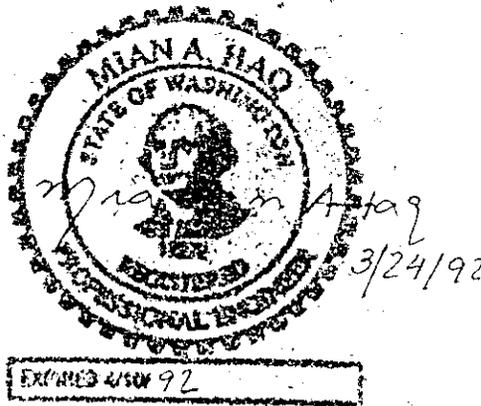
**THIS PAGE INTENTIONALLY
LEFT BLANK**

FOR GENERAL NOTES SEE H-2-79694

B

EXST RUN-ON
CONTROL
BERM SEE
H-2-79812

W43000



DOES NOT CONTAIN CLASSIFIED OR
UNCLASSIFIED CONTROLLED
NUCLEAR INFORMATION

GL KOCI

Reviewing Official/ADC
Kaiser Engineers Hanford Company
1/22/92

Date

DRAWN	TK EHRHARD	DATE	IMPACT LEVEL	EDT	159 152933		
DSGN ENG	MA HAQ	1/22 1992	U.S. DEPARTMENT OF ENERGY RICHLAND OPERATIONS OFFICE KAISER ENGINEERS HANFORD COMPANY CIVIL CONSTRUCTION ROAD EXCAVATION PLAN				
CHECKED	RG HOLLENBECK	1/22 1992					
SAFETY	DK LUNDGREN	1/23 1992					
ENVIR	RG HOLLENBECK	1/22 1992					
QE	BR FILLION	1/24 1992					
LEAD ENG	GL KOCI	2/05 1992					
APVD FOR IMPL/INC FOR DATE			PROJECT W-125, GROUT DISPOSAL VAULTS 106 - 109				
APPROVED FOR IMPLEMENTATION BY WW RUTHERFORD			SIZE	BLDG NO.	INDEX NO.	DWG NO.	REV NO.
FOR WHC DATE 2/12/92			F	218-E-16	0111	H-2-79695	1
			SCALE	1"=100'	JOB NO.	ER0107	SHEET 1 OF 2

A

KEH APPROVALS
 [Handwritten initials and dates: 5/23/92, 2/23/92, 10/9/92]

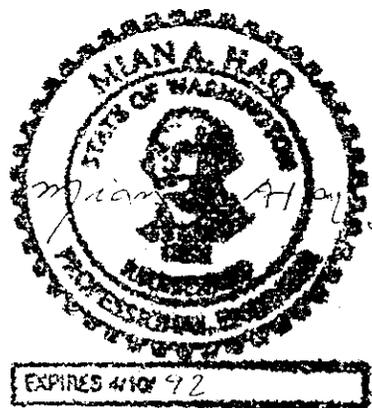
2J:IBM:ACD2:11.0:NN

**THIS PAGE INTENTIONALLY
LEFT BLANK**

**THIS PAGE INTENTIONALLY
LEFT BLANK**

LEGEND

- GROUND-WATER MONITORING WELL
- VADOSE ZONE BOREHOLE
- SHALLOW BOREHOLE DRILLED BY DAMES & MOORE IN 1985



DOES NOT CONTAIN CLASSIFIED OR UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION

GL KOCI

Reviewing Official/ADC
Kaiser Engineers Hanford Company
1/22/92

Date

DRAWN	TK EHRHARD	DATE	IMPACT LEVEL	EDT	152933		
DSCN ENG	MA HAQ	1/22 1992	M U.S. DEPARTMENT OF ENERGY RICHLAND OPERATIONS OFFICE KAISER ENGINEERS HANFORD COMPANY				
CHECKED	RG HOLLENBECK	1/22 1992					
SAFETY	DK LUNDGREN	1/23 1992	CIVIL VAULT EXCAVATION PLAN				
ENVIR	RG HOLLENBECK	1/22 1992					
QE	BR FILLION	1/24 1992					
LEAD ENG	GL KOCI	2/05 1992	PROJECT W-125, GROUT DISPOSAL VAULTS 106 - 109				
KEH APPROVALS		APVD FOR IMPL/INC FOR DATE	SIZE	BLDG NO.	INDEX NO.	DWG NO.	REV NO.
			F	218-E-16	0111	H-2-79696	1
BY		APPROVED FOR IMPLEMENTATION WW RUTHERFORD	SCALE	1"=50'	JOB NO.	ER0107	SHEET 1 OF 1
		FOR WHC	DATE	2/12/92			

RAH *RAH* *DEF 3-23-92* *WR 3-23-92*
my 1/20/92 *GLK*

2J:IBM:ACD2:11.0:NN

2 PLOT SCALE: 1=50 KEHCAD

B

A

**THIS PAGE INTENTIONALLY
LEFT BLANK**

NOTES:

- 1.- FOR GENERAL NOTES SEE DWG H-2-79694
- 2.- FUTURE CONCRETE BASIN & TANK NOT SHOWN FOR CLARITY.



3/24/92

EXPIRES April 92

DOES NOT CONTAIN CLASSIFIED OR UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION

GL KOCI

Reviewing Official/ADC
Kaiser Engineers Hanford Company
1/22/92

Date



SCALE IN FEET

RH *RH* *DEF 3-23-92*
my for GLK
W
3-23-92

DRAWN	DJ WHITISH	DATE	IMPACT LEVEL			EDT	152933
DSGN ENG	MA HAQ	1/22/1992	M U.S. DEPARTMENT OF ENERGY RICHLAND OPERATIONS OFFICE KAISER ENGINEERS HANFORD COMPANY				
CHECKED	RG HOLLENBECK	1/22/1992					
SAFETY	DK LUNDGREN	1/23/1992	CIVIL DIFFUSION BARRIER PLACEMENT PLAN				
ENVIR	RG HOLLENBECK	1/22/1992					
QE	BR FILLION	1/24/1992					
LEAD ENG	GL KOCI	2/05/1992	PROJECT W-125, GROUT DISPOSAL VAULTS 106 - 109				
APVD FOR IMPL/INC FOR DATE			SIZE	BLDC NO.	INDEX NO.	DWG NO.	REV NO.
KEH APPROVALS			F	218-E-16	0110	H-2-79697	1
BY APPROVED FOR IMPLEMENTATION WW RUTHERFORD			SCALE		SHOWN	JOB NO.	ER0107
FOR WHC DATE 2/12/92						SHEET	1 OF 2

2B:IBM:ACD2:11.0:NN

2 PLOT SCALE: 1=20

KEHCAD

1

B

A

**THIS PAGE INTENTIONALLY
LEFT BLANK**

FOR GENERAL NOTES SEE DWG H-2-79694



EXPIRES 2/14/92

DOES NOT CONTAIN CLASSIFIED OR UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION

OFFICIAL RELEASE
BY WHC
DATE FEB 19 1992

Reviewing Official/ADC
Kaiser Engineers Hanford Company

Date

DRAWN	DJ WHITISH	DATE	IMPACT LEVEL	EDT	152933		
DSON ENG	<i>M. Hopkins</i>	2-4-92	U.S. DEPARTMENT OF ENERGY RICHLAND OPERATIONS OFFICE KAISER ENGINEERS HANFORD COMPANY CIVIL DIFFUSION BARRIER PLACEMENT SECTIONS				
CHECKED	<i>R. N. Allenbeck</i>	2-4-92					
SAFETY	<i>D. Lundgren</i>	2-4-92					
ENVIR	<i>R. N. Allenbeck</i>	2-4-92					
OE	<i>C. ...</i>	2-5-92					
LEAD ENG			PROJECT W-125, GROUT DISPOSAL VAULTS 106 - 109				
KTH APPROVALS			SIZE	BLDG NO.	INDEX NO.	DWG NO.	REV NO.
APVD FOR IMPL/INC FOR DATE			F	218-E-16	0110	H-2-79697	0
BY <i>W. ...</i> 2-12-92			SCALE		SHOWN	JOB NO.	ER0107
FOR WHC DATE						SHEET	2 OF 2

3:IBM:ACD2:11.0:NN

B

A

**THIS PAGE INTENTIONALLY
LEFT BLANK**

SCHEDULE OF PERMITS
AND ACCEPTANCE TEST PROCEDURES

A. PERMITS

Refer to Section 01065 of Construction Specification W-125-C1, Rev. 0.

B. ACCEPTANCE TEST PROCEDURES

(Reserved)

9 4 1 9 3 4 2 2 4 9

**THIS PAGE INTENTIONALLY
LEFT BLANK**

ADDENDA

(Reserved)

9 1 1 9 9 3 4 7 2 5 0

**THIS PAGE INTENTIONALLY
LEFT BLANK**

CORRESPONDENCE DISTRIBUTION COVERSHEET

Author	Addressee	Correspondence No.
J. D. Bauer, RL (M. W. Cline, WHC)	D. B. Jansen, Ecology	Incoming 9302115 Xref 9259297D

Subject: TRANSMITTAL OF THE GROUT TREATMENT FACILITY PROJECT W-125 EXCAVATION
DETAILS

INTERNAL DISTRIBUTION

Approval	Date	Name	Location	w/att
		Correspondence Control	A3-01	
		B. A. Austin	B2-35	
		R. C. Bowman	H6-23	
		G. D. Carpenter	H6-30	
		M. W. Cline	H6-24	
		C. K. DiSibio	B3-15	
		J. L. Epstein	R4-01	
		W. T. Gretsinger	R4-01	
		G. W. Jackson, Assignee	H6-21	
		R. J. Landon	H6-22	
		R. E. Lerch	B3-63	
		P. J. Mackey	B3-15	
		H. E. McGuire, Level 1	B3-63	
		S. M. Price	H6-23	
		R. K. Sanan	R4-05	
		J. E. VanBeek	R3-27	
		E. P. Vodney	B3-50	
		R. F. Wood	R4-01	
		MWC	H6-08	
		RCRA File/GHL	H6-23	
		MWC File/LB	H6-24	

9 1 1 9 3 4 0 2 5 1

**THIS PAGE INTENTIONALLY
LEFT BLANK**