

Revision 0
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STATEMENT OF WORK

1.0 INTRODUCTION / BACKGROUND

This Statement of Work (SOW) is issued for the performance of **Equipment Rental Services** in support of Central Plateau Cleanup Company (CPCCo) work scope. CPCCo (Buyer) is a prime Subcontractor to the Department of Energy (DOE) and all work on this Statement of Work will be performed in support of the Central Plateau Cleanup prime contract with DOE.

From time to time, Buyer requires temporary non-permanent equipment to support and assist existing Buyer operations and project activities. Buyer will use Subcontractor's equipment to offset/augment Buyer's current inventory of fleet equipment to increase fleet utilization, provide enhanced equipment selection and maintain or reduce overall costs.

2.0 DESCRIPTION OF WORK – GENERAL

On an as-needed basis, Subcontractor shall provide Buyer with temporary non-permanent industrial equipment. Typical rental periods are on a monthly (28 calendar-day) basis. However, Buyer may rent equipment on a daily or weekly basis.

Buyer will use Subcontractor's equipment in a careful and proper manner and comply with and conform to national, state, and other laws, ordinances and regulations relating to the possession and use of the equipment.

Prior to performing any work on the Hanford site including equipment delivery, transportation, repair, and maintenance, Subcontractor shall notify and receive Buyer approval to perform such work. Subcontractor's notifications may include the Buyer shift office and Buyer's Technical Representative or other identified Buyer alternate.

If Subcontractor equipment is lost, damaged, destroyed, or otherwise contaminated while in the possession of Buyer except for the negligence of the Subcontractor, Subcontractor's lower-tier Subcontractors, or Subcontractor's employees, Buyer may:

1. Place the same equipment in good repair, condition, and working order, or;
2. Replace the same equipment with similar property in good repair, condition, and working order, or;
3. Purchase the relevant equipment based on a mutually agreed-to fair market value using industry standard pricing (i.e., Blue Book).

3.0 DESCRIPTION OF WORK – SPECIFIC

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- A. Work shall be authorized on a task-by-task basis through the issuance of Task Order Release (TOR). Task Order Releases will utilize a truncated equipment rental request form that identifies the requestor, rental period, type of equipment, delivery location, number of shifts (single 8-hour, double 16-hour, or triple 24-hour) and any other unique or specific activities not generally covered by this statement of work.
 - B. Buyer will designate an individual as equipment custodian/Buyer's Technical Representative (BTR) for each task/release. The custodian/BTR will be the primary Buyer point of contact for the Subcontractor, including at time when the Subcontractor is performing equipment delivery, pick-up, maintenance, and repair activities.
 - C. Subcontractor shall provide equipment to Buyer upon request for the duration period specified. If required for equipment operation, Subcontractor shall provide the Buyer's Technical Representative (BTR)/ Equipment Custodian with keys to Subcontractor's equipment.
 - D. At the completion of a rental period for an item of Subcontractor equipment, Buyer shall provide written notification to the Subcontractor, at which time the billing/charging shall end and the specific equipment shall be picked up in a timely manner (usually within 24 hours or less). Buyer will not be liable for payment of equipment rental charges when equipment is not picked up by Subcontractor as requested by Buyer.

3.1 Site Coordinator

As part of this Contract, the Subcontractor shall identify and provide a single point of contact to perform on-site coordination activities of Subcontractor activities. Any charges for the Subcontractor Site Coordinator shall be borne by the Subcontractor and not billed directly to Buyer under the Contract. The Subcontractor Site Coordinator shall be responsible for all issues and aspects directly related to the acquisition, control, and administration of the rental equipment including:

- a. Identifying and suggesting appropriate equipment to perform the job at hand
- b. Quoting rental rates that include delivery charges and other equipment rental-related charges as required
- c. Sourcing all equipment needed throughout the Subcontractor's network
- d. Confirming and coordinating all orders with Buyer and Subcontractor network to ensure timely delivery
- e. Responding to service calls, emergency needs, or any other Buyer needs while the equipment is on contract 24 hours a day, 7 days a week.
- f. Coordinating Buyer release of equipment and ensure timely pick-up of the equipment
- g. Follow up on any information (invoices, service calls, equipment performance) concerning Buyer's transaction from start to finish.

- h. Providing appropriate Subcontractor personnel qualification and our equipment records to Buyer;
- i. Coordination of any Subcontractor employee-related matters as required for Subcontractor personnel to access the Hanford site (badging, training, Employee Job Task Analysis (EJTA), etc).

3.2 Subcontractor Equipment

- A. Rental equipment to be sourced and delivered on site will range from small support equipment to special purpose heavy construction equipment. Equipment shall be no more than five (5) years old. If no other alternative is available, equipment that is greater than five years old may be considered but must be approved by the Buyer's Technical Representative or the designated alternate (BTR). Subcontractor equipment shall be in good repair, condition and working order (ordinary wear and tear resulting from proper use thereof alone excepted). The equipment shall meet all EPA, OSHA, ANSI, DOT, Federal Motor Carrier Safety Administration, and national recognized testing laboratory (NRTL) per National Electrical Code (NEC) Requirements, specifications and regulations for safe operation. Subcontractor shall furnish all parts, mechanisms, and devices required for operation and/or keeping their equipment in good mechanical working order. All Subcontractor equipment shall be clearly marked to permit easy identification of equipment and disseminate Subcontractor contact information for Subcontractor questions and notifications. Subcontractor shall maintain records to ensure that equipment and trucks requiring a Department of Transportation (DOT) Annual Inspection or any annual safety and load inspections have been completed. These inspections shall not be allowed to become delinquent while in the possession of the Buyer.
- B. Subcontractor shall, at time of delivery, provide all documents needed to safely operate their equipment to include (but not limited to) operator manuals, maintenance inspection check off lists, license, code or regulatory required inspection and test results, Safety Data Sheets (SDS)/Material Safety Data Sheet (MSDS) and any other pertinent applicable documents needed to operate equipment safely.
- C. Subcontractor equipment such as aerial lifts, elevating work platforms and forklifts shall clearly display the due date of the next annual inspection (readily visible to the operator) so as to be visible during the pre-use inspection.
- D. Subcontractor equipment shall not be delivered with Subcontractor-owned fire extinguishers. If, after delivery of the Subcontractor equipment, a fire extinguisher is required, the extinguisher will be supplied, inspected, and maintained by Buyer operational personnel. Buyer will remove Buyer-supplied fire extinguishers prior to return of the equipment to the Subcontractor.

- E. Prior to delivery of any water trucks or tanks to Buyer, Subcontractor shall at a minimum flush the water truck/tank with water and inspect to ensure there is no visible contamination and provide Buyer a document describing the equipment's immediate prior purpose and use.
- F. Subcontractor equipment shall be delivered to Buyer with fuel tanks at approximately 90% full. Buyer will return all equipment to Subcontractor with fuel tanks at approximately 90% full. If fuel tank is not returned at approximately 90% full, Subcontractor may charge and bill Buyer to fill the fuel tank to 90% capacity at the standard commercial rate for its customers.
- G. Due to their hazardous nature, Subcontractor shall not provide equipment with Calcium Chloride in tires. Tires on Subcontractor equipment shall be without cuts in sidewalls and tread face.

3.3 Equipment Delivery and Transportation

- A. Subcontractor shall deliver and pick-up equipment from the Hanford site as directed by Buyer. Unless otherwise agreed to by Buyer, Subcontractor shall deliver equipment within 72 hours of Buyer request. Typical equipment delivery and pick-up locations are approximately 25 miles one way but maybe up to 40 miles one-way from North Richland. While in its possession, Buyer may, at its own discretion, re-locate Subcontractor equipment from job-site to job-site on the Hanford site.
- B. Buyer may require expedited deliveries (24/7) of Subcontractor equipment where equipment is delivered during off-normal business hours and/or (where equipment is available locally) delivered in less than four (4) hours. Availability of equipment is requested when RFQs are issued and is considered when evaluating quotations.
- C. To mitigate the unauthorized movement of Subcontractor's equipment, Buyer will work with Subcontractor to secure equipment.
- D. Buyer reserves the right to adjust the delivery day and time as project needs dictate. Delivery later than 1030 hours on the day of delivery shall be approved in advance by Buyer.

3.4 Equipment Maintenance & Repair

- A. The Subcontractor shall be the primary maintenance/repair service provider to the equipment prior to and during Buyer's use of Subcontractor's equipment. However, the Buyer may perform maintenance, repairs, and modifications on a case-by-case basis with

the concurrence of the Subcontractor. Subcontractor shall maintain equipment as recommended by equipment manufacturer's specifications and instructions, laws and national/state codes and standards. Subcontractor shall provide repair services on a 24-hour, 7 day a week basis.

- B. Subcontractor or BTR shall notify customer prior to starting any maintenance, repairs, and modifications.
- C. Subcontractor shall not perform welding, cutting, or grinding work on the Hanford Site. Subcontractor equipment requiring this type of work must be moved off-site to a Subcontractor-controlled facility.
- D. Buyer reserves the right to perform minor equipment maintenance. Buyer will notify Subcontractor in advance prior to performing maintenance.
- E. Subcontractor will respond to a request to repair failed equipment within four (4) hours of notification from Buyer. Subcontractor may replace broken equipment in lieu of repairing the equipment without additional charge to Buyer. Replacement equipment shall be provided, if the repair cannot be made within a single eight (8) hour shift or another proposed upon and agreed upon (by the Buyer) time period. If the equipment cannot be fixed or replaced in a satisfactory period of time, the Buyer reserves the right to end the rental period prematurely. Subcontractor shall notify Buyer of any equipment changes prior to pickup of inoperative/malfunctioning equipment
- F. Subcontractor shall perform all repair, maintenance, or modification work in strict accordance with the equipment manufacturer's specifications and instructions, laws and national codes and standards.
- G. Subcontractor shall routinely review/inspect all Subcontractor-owned rental equipment to schedule preventative maintenance (PM) as required. Subcontractor shall notify Buyer if maintenance, repair, or PMs cannot be performed with manufacturer's specific time frame.

3.5 Equipment Substitution

- A. Subcontractor may, with Buyer approval, provide substitute equipment when Buyer-requested equipment is unavailable. Subcontractor shall not assess additional charges to Buyer for substitutes from the original equipment requested. The substitute equipment, at a minimum, must meet the requirements of the original request.
- B. If the Subcontractor proposes to furnish an equal product, the brand/characteristics name of such product shall be clearly identified to Buyer. The determination as to equality of the product offered shall be the responsibility of Buyer, based on information furnished

by the Subcontractor. To ensure that sufficient information is available for evaluation, the Subcontractor must furnish all descriptive material (such as specifications, illustrations, drawings, or other information) necessary for Buyer to determine whether the product offered meets Buyer requirements.

- C. If the Subcontractor proposes to modify a product to make it conform to Buyer requirements, Subcontractor shall provide a clear description of such proposed modifications and clearly mark any descriptive material to show the proposed modification.

3.6 Completion of Rental Period

- A. At the completion of a rental period for an item of Subcontractor equipment, Buyer shall provide written notification to the Subcontractor, at which time the billing/charging shall end and the specific equipment shall be picked up in a timely manner (usually within 24 hours or less). Buyer will not be liable for payment of equipment rental charges when equipment is not picked up by Subcontractor as requested by Buyer.
- B. When equipment is returned off rental, it may be required to have a radiological courtesy survey performed before leaving the Hanford Site at the direction of the BTR.
- C. Buyer reserves the right to discontinue rental services at any time during the rental period of performance. In the event the Buyer requires an early completion and does not use the services for the entire rental period, Buyer will calculate and pay a prorated amount for the rent amount due. For example, the prorated rent amount for a monthly rental will be calculated by taking the total rent due per month, divide it by the number of days in the month (28 days in a month) to determine a daily rent amount.
 - a. Buyer will multiply the calculated daily rent amount by the number of days the Buyer uses the rental equipment to generate the prorated amount for the partial month.
 - b. In order to utilize the above method for calculating the prorated monthly rate in the event of early completion, rental period first must exceed the quoted rate time frame. For example, the proration of the monthly rate method cannot be utilized if a monthly rate was solicited on the RFQ and rental period was ended prematurely after two weeks. In this case, the full rate for one month would be utilized.

3.7 Special Requirements -

Subcontractor shall provide a certification with each shipment that complies with Section 6.2.2 (reference prime contract clause B76).

3.8 Acceptance Criteria

Work products and services provided shall meet all applicable Buyer procedures for control and review of work products and pertinent regulatory requirements, as required by this contract and incorporated provisions.

All equipment will be inspected by Buyer or an authorized representative upon delivery on-site. Delivery inspection shall consist of ensuring the equipment meets all applicable specifications, regulations, and requirements including Electrical Safety (see 6.2.1) and Suspect or Counterfeit Items (See 6.2.2). Equipment not meeting the requirements shall be replaced by the Subcontractor at no additional cost to Buyer.

3.9 Organizational Interfaces

The Subcontractor shall interface with various Buyer (and other) organizations through Buyer's Contract Specialist (or designee), as required.

Work Not Included

Work not included in this contract includes any operation of or connecting of Subcontractor's equipment to Buyer equipment or facilities.

3.10 Site Conditions and Known Hazards

There are no known unusual site conditions and/or hazards that would impact the performance of services. Substantial footwear and safety glasses are a requirement to perform work at the Hanford Project site. Any additional conditions or known hazards will be communicated through the BTR to the contractor prior to performing work onsite.

3.11 Site Coordination Requirements

Subcontractor shall identify and provide a single point of contact to perform on-site coordination activities. Any charges for the Subcontractor Site Coordinator shall be borne by the Subcontractor and not billed directly to Buyer under the contract. The Subcontractor Site Coordinator shall be responsible for all issues directly related to the acquisition, control, and administration of the rental equipment.

4.0 TECHNICAL REQUIREMENTS

Subcontractor shall perform in accordance with the terms and conditions of this contract, Buyer's internal policies and procedures, and quality assurance provisions, including safety programs, laws, orders, permits, rules, confidentiality of information and intellectual property safeguards.

4.1 Work Location

Buyer will designate the delivery/pick-up location at the time of request for services. It is expected that Subcontractor deliver/pick-up will be in locations primarily around the Hanford site

4.2 Access Requirements

- A. Access to all CPCCo buildings and on the Hanford site will require a security badge to be worn at all times.
- B. Access to specific Hanford buildings may require training that the BTR will coordinate.

5.0 PERSONNEL REQUIREMENTS

The Subcontractor shall provide appropriately trained and qualified staff to perform the type of work associated with their skill of craft while performing services in support of the SOW.

5.1 Required Qualifications

The Subcontractor shall maintain Subcontractor-company and regulatory required certifications and qualifications for personnel including Commercial Driver's License, as required.

All Subcontractor staff working on the Hanford Site supporting this Work shall complete the requisite Hanford-site training and obtain a site badge in accordance with the On-Site Work Provisions included in the Contract. Training requirements will be based off Short-term and Long-term access which will be subject to a training review commiserate with scope at time of need. The Subcontractor shall be responsible for all wages of their employees while attending the prerequisite training.

5.2 Training Requirements

Buyer will schedule and provide Subcontractor staff task-specific or facility-specific training as required for site and facility access and safe performance of assigned tasks at no additional cost.

Short Term Access Training Requirements:

- Hanford Site Orientation - CBT (100099)
- Hanford Site Visitor Orientation booklet
- (100090)

Long Term Access Training Requirements:

- HGET/CGET (000001/000006)

5.3 Security and Badging Requirements

1. Access to all CPCCo buildings and on the Hanford site will require a security badge to be worn at all times.
2. Access to specific Hanford buildings may require training that the BTR will coordinate.
3. For remote work, Access to Hanford Local Area Network (HLAN) for the purposes of retrieving/accessing Buyer procedures and documents is required and will be provided by Buyer. The Contractor will have access to CPCCo business sensitive information.

5.4 Site Access and Work Hours

Work shall be done on a 4 x 10 schedule. The standard workday consists of ten (10) hours of work between 6:00 AM and 4:30 PM, with one-half hour designated as an unpaid period for

lunch. No work occurs on the non-working Fridays. If schedule alternative is required, Buyer's Technical Representative (BTR) will communicate to Subcontractor's point of contact.

6.0 ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS

The quality level (QL) for this SOW is identified as a QL-3.

The Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall comply with, and assist Buyer in complying with, Environmental, Safety, and Health, (ES&H) requirements of all applicable laws, regulations, and directives.

Materials supplied or purchased for use in performance of this contract, to the maximum extent practical, shall be environmentally preferred as described in 40 CFR 247 and including Biobased products as designated by the USDA (see www.biopreferred.gov).

- A. For on-site work, Subcontractor shall follow all applicable CPCCo OS&IH requirements. The contractor may submit individual plans, procedures, etc. for review and consideration of any specific tasks that CPCCo OS&IH requirements do not already cover.
- B. Prior to onsite work, the Subcontractor shall submit for approval to the Contract Specialist, technical work documents for OS&IH (IHEAs, HSE, IHSP, etc.) for the Intended work scope. Subcontractor shall comply with Special Provisions – On Site Services (SP-5).
- C. Subcontractor and its lower-tier Subcontractors shall be responsible to comply with State, Federal and DOE requirements or regulations. Where there is a difference in regulations or requirements, the most stringent shall apply.
- D. Subcontractor shall perform work in compliance with facility-specific procedures and requirements documents applicable to the work area.
- E. Subcontractor shall take appropriate action, up to and including stopping work, and immediately notify the Buyer if an unplanned risk or hazard is discovered that is not covered by directions provided by the Buyer. This action includes notifying the Buyer if the work exposes their workers to hazards that require medical monitoring.

6.1 Quality Assurance and Control

The Subcontractor is responsible for performing quality work in compliance with the requirements of this contract. The Subcontractor is responsible to pass down to any sub tier Subcontractor the applicable requirements of this contract. The Subcontractor must allow access to their facility, work site, or sub-Subcontractors facility or worksite at any time during this contract for Buyer personnel to perform inspections or surveillances.

6.2 Quality Assurance Procurement Requirements

The Subcontractor shall comply with the following Hanford Site Procurement Quality Requirements.

6.2.1 Electrical Safety Requirements

All rental electrical equipment (a general term including generators, electrically operated equipment, electrical power tools, etc.) delivered or brought onto the site in performance of this contract must be listed or labeled, as applicable, by an organization currently recognized by OSHA as a nationally recognized testing laboratory (NRTL).

- A. All electrical equipment installed as part of this contract must comply with the National Electric Code (NEC), NFPA 70 and where applicable ANSI C2 (NESC). The Buyer reserves the right to inspect furnished electrical equipment. Subcontractor is responsible for notifying Buyer when equipment is available for inspection.
- B. Electrical equipment and devices for which there is a UL category code identifying product categories must be Listed or Labeled by an OSHA recognized NRTL.
 - 1. The Canadian Standard Association (CSA) marking is currently recognized by OSHA as an NRTL when the label includes “US” or “NRTL” subscript.
 - 2. The European Union “CE” marking, Directive 93/68EEC, is not currently recognized by OSHA as an NRTL marking.
 - 3. Note: for a list of approved NRTLs, see <http://www.osha.gov/dts/otpca/nrtl/>
- C. Electrical equipment is also subject to the “Counterfeit Suspect Item Program”.

6.2.2 Procurement of Potentially Suspect or Counterfeit Items (B76)

- A. Notwithstanding any other provisions of this agreement, the Subcontractor warrants that all items provided to the Subcontractor shall be genuine, new and unused unless otherwise specified in writing by the Subcontractor. Subcontractor further warrants that all items used by the Subcontractor during the performance of work for the Hanford Site include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Subcontractor shall indemnify the Subcontractor, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly for material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.
- B. Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, shackles, turnbuckles, cable clamps, wire rope, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical

equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The Subcontractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Subcontractor. In addition, because falsification of information or documentation may constitute criminal conduct, the Subcontractor may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

- C. Subcontractor shall provide written statement that "all items furnished under this Contract Order are genuine (i.e., not counterfeit) and match the quality, test reports, markings and/or fitness for use required by the Contract Order.
- D. The statement shall be on Subcontractor letterhead and signed by an authorized agent of the Subcontractor.
- E. Any materials furnished as part of this Contract Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted.
- F. For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guidance at: <http://www.hss.doe.gov/sesa/corporatesafety/sci/index.html>.
- G. Additional information may also be found by referring to: Managing Suspect and Counterfeit Items (SCI) in the Nuclear Industry; International Atomic Energy Agency Guide IAEA-TECDOC-1169.

7.0 MEETINGS AND SUBMITTALS

7.1 Meetings

The general purpose of meetings is for the coordination, control, and direction of the work.

- 1) Kickoff before start of the work, CPCCo will conduct a kickoff meeting at a time and Hanford Site location agreed to by Subcontractor and CPCCo. This meeting will include any and all having interest in the work to discuss the coordination of start up and familiarization of project participants with the work and worksite.
- 2) Subcontractor may be required by other Sections and other Contract documents to conduct special-purpose meetings and various safety meetings and briefings.

7.2 Submittals

- 1) The Subcontractor shall provide certification/documents at delivery.
- 2) The Subcontractor shall provide Buyer with monthly reporting of current rental status and current hours meter/odometer readings based upon monthly inventory data.
- 3) An Employee Job Task Analysis (EJTA) must be completed by Buyer for each Subcontractor employee prior to Subcontractor performing work on-site, if not already on

file with the Hanford Site Medical Provider. Subcontractor shall provide the Buyer BTR with the following information prior to starting work:

- a. Hanford identification (HID) number
- b. Subcontractor full employee name

**8.0 DELIVERABLES, PROJECT CONTROLS, MILESTONES, AND
PERFORMANCE SCHEDULE REQUIREMENTS**

The subcontractor shall provide in addition to the specified equipment, all documents to include but not limited to operator and maintenance manuals, inspection check lists and results, SDS/MSDS(s) upon delivery of equipment.