

SPECIAL PROVISIONS - CONSTRUCTION CONTRACTS
SP-4 REV. 3, 1-16-2024

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1.0 GENERAL PREAMBLE

A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.

B. These Special Provisions apply to all companies and personnel assigned to work on the Hanford site in performance of a Subcontract scope under Prime Contract No. 89303320DEM000030. All of these provisions including requirements identified in the SOW must be flowed down appropriately to all lower-tier subcontractors and assigned personnel.

C. Buyer reserves the right to refuse or withdraw access to the Buyer’s facilities or Hanford site by any person(s) at any time for violation of these provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or misappropriation of Department of Energy (DOE) owned facilities, equipment or resources.

2.0 OCCUPATIONAL SAFETY RATING

The Subcontractor shall submit with their proposal and at any time during Contract performance when requested by the Buyer, a completed *Contractor Occupational Safety and Industrial Hygiene Pre-Qualification form* (A-6004-812). Qualification forms are all also to be submitted for all major subcontractors and may either be submitted with the proposal (preferred) or prior to subcontractor being used on site. Subcontractors’ safety reporting and Workers Compensation Experience Rating (EMR) will be evaluated by the Buyer and used as one basis for eligibility for Subcontract award and/or continued access to the Hanford site.

Subcontractors’ acceptable safety rating is a material requirement of this Subcontract.

3.0 TAXES

The Subcontract price includes all taxes, duties, fees and other assessments of whatever nature imposed by government authorities and applicable to the performance of the Work and this Subcontract. The Subcontractor shall not be reimbursed for personal property taxes on construction equipment and other property owned by the Subcontractor, nor on taxes on net income of the Subcontractor.

The Subcontractor shall pay when due, and the Subcontract price shall include, all taxes, duties, fees, and other assessments of whatever nature imposed by government.

4.0 BONDS

For Subcontracts exceeding \$150,000, Subcontractor shall obtain payment and performance bonds, each in an amount equal to 100% of the Subcontract Price. The bonds shall be written on forms satisfactory to Buyer. Subcontractor's sureties shall be those approved only by the U.S. Treasury, as indicated in Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. Subcontractor is fully responsible for paying and procuring their own bonds.

Should the period of performance of a Subcontract exceeding \$150,000 extend over more than one year, Subcontractor must provide a new bond to cover the work performed in the next calendar year, no later than 30 calendar days before the beginning of each new calendar year, which bond must be equal to the estimated amount of funding allotted to the subcontract for the new fiscal year plus 20%. Failure to provide this new bond at least 30 calendar days before the beginning of the new fiscal year may be considered as a cause for partial termination for default.

4.1 LIENS

- A.** To the full extent permitted by applicable law, Subcontractor hereby waives and releases any and all rights of material men or mechanics' liens and similar rights for payment for services, labor, equipment, or materials furnished by Subcontractor in performance of the work and granted by law to persons supplying materials, equipment, services and other things of value to approve or modify land or structures hereon, which Subcontractor may have against the Government's premises, property belonging to Buyer or the Government, or to either of them, or funds payable by the Government to Buyer.
- B.** Subcontractor shall at all times promptly pay for all services, materials, equipment and labor used or furnished by Subcontractor in the performance of the work under this Subcontract and shall, to the fullest extent allowed by law, at its expense keep the Government's premises and all property belonging to Buyer and the Government, or to either of them, free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by Subcontractor or its employees, materialmen or Subcontractors in the performance of the work. If Subcontractor fails to release and discharge any lien or threatened lien against the Government's premises or the property of Buyer and the Government, or of either of them, arising out of performance of the work within five (5) working days after receipt of written notice from Buyer to remove such claim of lien or otherwise deal with the lien claimant, and Subcontractor shall pay Buyer any and all costs and expenses of Buyer in so doing, including reasonable attorney's fees incurred by Buyer.

Failure to comply with the foregoing requirements shall constitute grounds for termination of this Subcontract in accordance with the Subcontract Terms entitled, Termination for Default.

5.0 GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS

- A. Orientation.** Prior to entry by the Subcontractor onto the Worksite, the Subcontractor's supervisory employees shall attend a general orientation (to be conducted by Buyer) to acquaint themselves with the working conditions and requirements to be imposed at the Worksite. It shall be the responsibility of the Subcontractor to orient all its other employees, its lower-tier Subcontractors, and their employees, as to such working conditions and requirements.

- B. **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.
- C. **Work Area Housekeeping.** The Subcontractor shall at all times keep the Work area, including storage areas used by it, in an orderly condition free from accumulations of waste materials or rubbish. All materials shall be kept in neat piles and protected from the elements until installed. Prior to or upon completion of the Work, the Subcontractor shall remove from the Worksite all rubbish, and all tools, scaffolding, equipment and materials not the property of the Government or Buyer. Upon completion of the Work, the Subcontractor shall leave the construction area in a clean, neat condition, satisfactory to Buyer.
- D. **Work Area Limitations.** The Subcontractor shall restrict its personnel and operations to the limits of the Work area. Any changes and/or modifications to existing installations located at the outer limits of the Work area shall be permitted only after specific approval is received from Buyer.
- E. **Removal and Disposal of Existing Equipment and/or Materials.** All miscellaneous items removed by the Subcontractor and not specified to be reused shall remain the property of the Government, and shall be placed at a location adjacent to the Worksite as directed in the field by Buyer.
- F. **Construction Activity Near Railroad Tracks.** Any construction activity within 25 feet of the centerline of railroad tracks extending to 100 feet in some areas must be coordinated with Buyer's Railroad Operations (Tri-City Railroad).

6.0 WORK AND OPERATIONS AT THE WORKSITE REQUIRING SPECIFIC APPROVAL

- A. **Working Hours.** The Subcontractor shall not perform work at the Worksite on other than regular day shift, as set out in the Specifications, unless it has given prior written notification to the Buyer and has received approval in advance.
- B. The Subcontractor shall give the Buyer at least two (2) hours prior notice if its employees are to be working after the normal shift period Monday through Friday. The Subcontractor shall give the Buyer notice on the prior working day if its employees will be working before normal shift hours, Monday through Friday, or will be working at any time on Saturday, Sunday, or holidays. The notice shall include the type of work to be performed, location of work, date and hours of work, and description of any heavy equipment to be used. The Buyer advance approval is required any time work is to be performed at other than normal shift periods.
- C. **Moving of equipment.** The Subcontractor shall notify the Buyer at least two (2) working days prior to the date it proposes to move any heavy equipment into or from the Worksite and shall not move any such equipment in or from the Worksite until receipt of written approval from the Buyer.

7.0 RECEIPT OF CONTRACTOR'S SUPPLIES AND/OR EQUIPMENT AT SITE

The Subcontractor shall not schedule supplies and/or equipment for delivery to the Hanford Site until such time as the Subcontractor is mobilized to receive or accept their property at the Worksite. The Subcontractor shall not be permitted to use Buyer's mailing address and in no case shall material or equipment be addressed in care of Buyer. It is recognized that special conditions may exist that would warrant assistance in the delivery of equipment or materials by Buyer. However, the Subcontractor must have explicit prior written permission and authorization from Buyer. Any deviation from this requirement will result in backcharge(s) to the Subcontractor for any costs incurred by Buyer.

8.0 PROTECTION OF PRODUCTS AND WORK

The Subcontractor shall protect and preserve all products of every description (including products which may be Buyer-furnished or Government-owned) and all work performed. Until the Work is accepted as completed, Subcontractor shall have the risk of loss for damage to, loss or destruction of the Work, and for such products. If, as determined by Buyer, products and work performed are not adequately protected by the Subcontractor they may be protected by Buyer and the cost incurred by Buyer charged to or deducted from any payments due to the Subcontractor.

9.0 PROTECTION OF EXISTING FACILITIES

- A. The existing facilities that are shown on the drawings, identified in the specifications, marked in the field, or the location of which are reasonably determinable by the Subcontractor shall be protected from damage by the Subcontractor and if damaged, shall be reported immediately as an occurrence to Buyer. Any required repairs shall then be made by the Subcontractor, or by others, in a manner approved by Buyer, at the Subcontractor's sole expense.
- B. The Subcontractor 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 Subcontractor. The Subcontractor 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 Subcontract or failure to exercise reasonable care in performing the Work. If the Subcontractor fails or refuses to repair the damage promptly, Buyer may have the necessary work performed and charge the cost to the Subcontractor.
- C. 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 Subcontractor, are encountered by the Subcontractor, work at such locations shall be stopped immediately and Buyer notified. Work at such locations shall not continue until released by Buyer.
- D. 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 Subcontractor in sufficient time to avoid damage shall be reported immediately to Buyer. Work at such locations shall not continue until released by Buyer. Any required repairs shall be made by the Subcontractor, or by others, in a manner approved by Buyer.
- E. When excavation work endangers the stability of known existing facilities, the Subcontractor shall provide adequate shoring, bracing and temporary guying to protect the facilities until backfilling is completed. This protection shall be the Subcontractor's responsibility entirely.

9.1 DIFFERING SITE CONDITIONS

The Hanford Site was used for nuclear work related to the production of weapons for the defense of the country. Unidentified sources of radioactive material exist in Hanford Site soil. Subcontractor shall promptly notify Buyer, in writing, before proceeding with any Work that Subcontractor believes constitutes a differing site condition with respect to:

(a) Subsurface or latent physical conditions at the Jobsite differing materially from those indicated in this Subcontract, or

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

Buyer will, as promptly as practicable, investigate such conditions and make a determination. If Buyer determines that such conditions do materially so differ and cause an increase or decrease in Subcontractor's cost of or the time required for performance of the Work under the Subcontract, an adjustment will be made

and the Subcontract modified, in writing, accordingly. No claim of Subcontractor under this clause will be allowed unless Subcontractor has given the required notice.

9.2 SITE CONDITIONS AND INVESTIGATION

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

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

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

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

10.0 HANFORD SITE STABILIZATION AGREEMENT

- A. The [Hanford Site Stabilization Agreement \(HSSA\)](#) for all construction work for the U. S. Department of Energy (DOE) at the Hanford Site, which is referenced in this clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A, both of which may be periodically amended. The HSSA is hereby incorporated into this Subcontract by reference. The Subcontractor is responsible for obtaining the most current text.
- B. This clause applies to employees performing work under Contracts (or subcontracts) administered by Buyer that are subject to the Davis-Bacon Act, in the classifications set forth in the HSSA for work performed at the Hanford Site.
- C. Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or subcontractor shall become signatory to the HSSA and shall abide by all of its provisions,

including its Appendix A. The Employer Compliance Agreement and Signature Sheet within the HSSA shall be kept current and in force during performance of any resulting contract and be provided to Buyer upon request.

- D. Contractors and subcontractors at all tiers who are not a signatory to the HSSA and who are not required under paragraph (C) above to become a signatory to the HSSA, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by Buyer, to the following provisions of the HSSA:
- Article VII Employment (Section 2 only);
 - Article XII Non-Signatory Contractor Requirements;
 - Article XIII Hours of Work, Shifts, and Overtime;
 - Article XIV Holidays;
 - Article XV Wage Scales and Fringe Benefits (Sections 1 and 2 only);
 - Article XVII Payment of Wages-Checking In and Out (Section 3 only);
 - Article XX General Working Conditions; and
 - Article XXI Safety and Health.
- E. Industrial Promotion or Administrative Funds, or similar funds that do not accrue to the direct benefit of the Subcontractor's employee, are an unallowable cost under the Contract.
- F. The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Statutes 238-239), and U.S. Department of Labor regulations in implementation thereof (Code of Federal Regulations Title 29 Parts 1 and 5).
- G. The CO or Buyer may direct the Contractor or Subcontractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.
- H. In the event of failure to comply or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, Buyer may withhold any payments due to the Subcontractor and may terminate the Subcontract for default.
- I. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies of Buyer provided by law or under this Subcontract.
- J. The requirements of this clause are in addition to, and shall not relieve the Subcontractor of, any obligation imposed by other clauses of this Contract, including clauses entitled, FAR 52.222-4, Contract Work Hours and Safety Standards—Overtime Compensation, FAR 52.222-6, Construction Wage Rate Requirements, FAR 52.222-7, Withholding of Funds, FAR 52.222-8, Payrolls and Basic Records, FAR 52.222-10, Compliance with Copeland Act Requirements, and FAR 52.222-12, Contract Termination – Debarment.
- K. The Subcontractor 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 cause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, their correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (C) (D) (E) (F) and (G) hereof. The Subcontractor agrees to make these records available for inspection by Buyer and will permit them to interview employees during working hours on the job.
- L. The Subcontractor agrees to insert the provisions of this clause including this paragraph in all subcontracts for the performance of work subject to the Davis-Bacon Act.

A copy of the Hanford Site Stabilization Agreement is located at: <http://www.hanfordvitplant.com/hssa/>

The U.S. Department of Labor wage determinations for the Davis-Bacon Act and Service Contract Act are located at: [Submittals, Forms & Docs - Central Plateau Cleanup Company \(hanford.gov\)](#)

11.0 WORKERS COMPENSATION

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

12.0 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)

To the extent Subcontractor is provided Government owned and/or Government leased vehicles for use in performance of this subcontract, the Subcontractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:

- (1) Use vehicles only for official purposes and solely in the performance of the Contract.
 - (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
 - (3) Comply with Federal, state, and local laws and regulations for the operation of motor vehicles.
 - (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
 - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
 - g(6) Use seat belts while operating or riding in a government vehicle.
 - (7) Do not use tobacco products while operating or riding in a government vehicle.
 - (8) Do not provide transportation to strangers or hitchhikers.
 - (9) Do not engage in "text messaging" while operating a government vehicle, which includes those activities defined in the clause FAR 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.
 - (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.
- (b) The Subcontractor shall:
- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
 - (2) Pay any expenses or cost, without Government or Buyer reimbursement, for using Government vehicles other than in the performance of the subcontract.
- (c) The Subcontractor shall insert this clause in all subcontracts in which Government-owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

13.0 CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer.

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

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

1. <https://www.acquisition.gov/?q=browsefar>
2. [http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulationReferenced Clauses](http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulationReferenced%20Clauses)

Table of Clauses Incorporated by Reference:

FAR REFERENCE	CLAUSE TITLE
FAR 52.211-10	Commencement, Prosecution, and Completion of Work (Apr 1984)
FAR 52.222-6	Construction Wage Rate Requirements (Aug 2018)
FAR 52.222-7	Withholding of Funds (May 2014)
FAR 52.222-8	Payroll and Basic Records (Aug 2018)
FAR 52.222-9	Apprentices and Trainees (Jul 2005)
FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
FAR 52.222-11	Subcontracts (Labor Standards) (May 2014)
FAR 52.222-12	Contract Termination – Debarment (May 2014)
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)
FAR 52.222-15	Certification of Eligibility (May 2014)
FAR 52.222-16	Approval of Wage Rates (May 2014)
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015)
FAR 52.222-30	Construction Wage Rate Requirements—Price Adjustment (None or Separately Specified Method) (Aug 2018)
FAR 52.222-31	Construction Wage Rate Requirements – Price Adjustment (Aug 2018)
FAR 52.222-34	Project Labor Agreement (May 2010)
FAR 52.225-9	Buy American Act—Construction Materials (May 2014)
FAR 52.225-11	Buy American Act—Construction Materials Under Trade Agreements (DOE Deviation) (Feb 2008)
FAR 52.227-4	Patent Indemnity—Construction Contracts (Dec 2007)
FAR 52.232-27	Prompt Payment for Construction Contracts (Jan 2017)
FAR 52.236-2	Differing Site Conditions (Apr 1984)
FAR 52.236-3	Site Investigation and Conditions Affecting Work (Apr 1984)
FAR 52.236-4	Physical Data (Apr 1984)

FAR 52.236-5	Material and Workmanship (Apr 1984)
FAR 52.236-6	Superintendence by the Contractor (Apr 1984)
FAR 52.236-7	Permits and Responsibilities (Nov 1991)
FAR 52.236-8	Other Contracts (Apr 1984)
FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
FAR 52.236-10	Operations and Storage Areas (Apr 1984)
FAR 52.236-11	Use and Possession Prior to Completion (Apr 1984)
FAR 52.236-12	Cleaning Up (Apr 1984)
FAR 52.236-13	Accident Prevention (Apr 1984)
FAR 52.236-14	Availability and Use of Utility Services (Apr 1984)
FAR 52.236-15	Schedules for Construction Contracts (Apr 1984)
FAR 52.236-17	Layout of Work (Apr 1984)
FAR 52.236-19	Organization and Direction of the Work (Apr 1984)
FAR 52.236-21	Specifications and Drawings for Construction (Feb 1997)
FAR 52.242-14	Suspension of Work (Apr 1984)
FAR 52.246-12	Inspection of Construction (Aug 1996)
FAR 52.248-3	Value Engineering – Construction (Oct 2015)