

CONSTRUCTION GENERAL PROVISIONS

This contract incorporates the following articles by reference, with the same force and effect as if they were printed in full text. The revision of each article will be the one in effect on the date of submission of your proposal. To purchase a copy of the Department of Energy Acquisition Regulations (DEAR-CFR Title 48, Chapter 9), contact the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, D.C. 20402-9328.

For purposes of this order, where the article says "Government", change it to read "Buyer"; where the article says "Contracting Officer", change it to read "Contract Administrator"; and when the article says "Contractor" or "Subcontractor", change it to read "Seller".

Based on the stated provisions, Seller is to determine what articles must be inserted in its subcontracts and purchase orders to implement its obligations to BMPC or BPMI (as identified in the order) and the Government, and must implement them in its lower-tier subcontracts and purchase orders.

<u>ARTICLE</u>	<u>REFERENCE</u>
The following articles apply to this purchase order (except as noted):	
BUY AMERICAN ACT-CONSTRUCTION MATERIALS	FAR 52.225-9
CHANGES AND CHANGED CONDITIONS (Delete Paragraph (e))	FAR 52.243-5
CLASSIFICATION/DECLASSIFICATION	DEAR 952.204-70
COMBAT TRAFFICING IN PERSONS	FAR 52.222-50
DEFAULT (FIXED-PRICE CONSTRUCTION) (Delete reference in Paragraph (B.2) to the Disputes Article)	FAR 52.249-10
DEFINITIONS	FAR 52.202-1
EQUAL OPPORTUNITY	FAR 52.222.26
FEDERAL, STATE, AND LOCAL TAXES	FAR 52.229-3
GOVERNMENT PROPERTY (with Alt. I)	FAR 52.245-1
INSURANCE-WORK ON A GOVERNMENT INSTALLATION	FAR 52.228-5
INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION	DEAR 970.5223-1
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FAR 52.222-1
OTHER CONTRACTS	FAR 52.236-8
PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS	FAR 52.232-5
PERMITS AND RESPONSIBILITIES	FAR 52.236-7
PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL	FAR 52.204-9

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REFERENCE

PREFERENCE FOR PRIVATELY OWNED U. S. - FLAG COMMERCIAL VESSELS	FAR 52.247-64
PREFERENCE FOR U. S. - FLAG AIR CARRIERS	FAR 52.247-63
PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS	DEAR 952.223-75
PRIVACY ACT NOTIFICATION - PRIVACY ACT (Privacy Act Notification and Privacy Act apply if the purchase order requires the design, development, or operation of a system of records on individuals to accomplish work effort)	FAR 52.224-1 FAR 52.224-2
PROHIBITION OF SEGREGATED FACILITIES	FAR 52.222-21
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
SUBCONTRACTS FOR COMMERCIAL ITEMS	FAR 52.244-6
SUSPENSION OF WORK	FAR 52.242-14
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM—actions under \$100K)	FAR 52.249-1
WARRANTY OF CONSTRUCTION	FAR 52.246-21
WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	DEAR 952.203-70

The following articles apply if this purchase order exceeds \$2,000 (except as noted):

APPRENTICES AND TRAINEES	FAR 52.222-9
CERTIFICATION OF ELIGIBILITY	FAR 52.222-15
COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FAR 52.222-10
COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FAR 52.222-13
CONTRACT TERMINATION-DEBARMENT	FAR 52.222-12
DAVIS-BACON ACT	FAR 52.222-6
DISPUTES CONCERNING LABOR STANDARDS	FAR 52.222-14
PAYROLLS AND BASIC RECORDS	FAR 52.222-8
SUBCONTRACTS (LABOR STANDARDS)	FAR 52.222-11
WITHHOLDING OF FUNDS	FAR 52.222-7

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ARTICLE

REFERENCE

The following articles apply if this purchase order exceeds \$10,000 (except as noted):

AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION FAR 52.222-27

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES FAR 52.222-36

The following articles apply if this purchase order exceeds \$100,000 (except as noted):

ANTI-KICKBACK PROCEDURES FAR 52.203-7

AUDIT AND RECORDS-NEGOTIATION FAR 52.215-2

AUTHORIZATION AND CONSENT FAR 52.227-1

BANKRUPTCY FAR 52.242-13

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING FAR 52.223-13

CHANGES FAR 52.243-4

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION FAR 52.222-4

DUTY-FREE ENTRY FAR 52.225-8

EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS FAR 52.222-37

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS FAR 52.222-35

GRATUITIES FAR 52.203-3

INTEREST FAR 52.232-17

LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS FAR 52.203-12

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT DEAR 970.5227-5

NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES FAR 52.222-39

PATENT INDEMNITY - CONSTRUCTION CONTRACTS FAR 52.227-4

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT FAR 52.203-6

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ARTICLE

REFERENCE

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED-PRICE) (With Alt. I) (Delete Paragraph (j)) FAR 52.249-2

TOXIC CHEMICAL RELEASE REPORTING (except paragraph (e)) FAR 52.223-14

UTILIZATION OF SMALL BUSINESS CONCERNS FAR 52.219-8

The following article applies if this purchase order exceeds \$500,000 (except as noted):

DISPLACED EMPLOYEE HIRING PREFERENCE DEAR 952.226-74

The following articles apply if this purchase order exceeds \$550,000 (except as noted):

PENSION ADJUSTMENTS AND ASSET REVERSIONS FAR 52.215-15

The following articles apply if this purchase order exceeds \$650,000 (except as noted):

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA FAR 52.215-10
- MODIFICATIONS FAR 52.215-11

SUBCONTRACTOR COST OR PRICING DATA FAR 52.215-12
- MODIFICATIONS FAR 52.215-13

The following article applies if this purchase order exceeds \$1,000,000 (except as noted):

SMALL BUSINESS SUBCONTRACTING PLAN FAR 52.219-9

In addition, the following articles are included in their entirety:

PUBLIC RELEASE OF INFORMATION

- (a) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this order, which Seller desires to publish, display, or release internally, to other contractors, to government agencies, or to the public, shall be submitted to Buyer for approval at least eight weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates, directly or indirectly, Seller's product line, manufacturing facilities, or manufacturing capabilities to performance of naval nuclear propulsion work. As part of the approval request, Seller shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier of supplier, must have the prior approval of Buyer.
- (b) Should any information described in (a) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of Buyer to permit appropriate measures to be taken to protect the information. Under no circumstances should this information be released to such authority without prior notification and agreement of the Buyer.
- (c) Seller agrees that this requirement of prior Buyer approval of any release shall survive the purchase order and that Seller shall not for a period of twenty years subsequent to the issuance of the purchase order either directly or indirectly issue any such release without the requisite approval of Buyer its successor or assignee.
- (d) Seller shall include all provisions of this article including this sentence in all subcontracts under this order.

ASSIGNMENT AND SET OFF

Performance of this order shall not be assigned or transferred by Seller, except as expressly authorized in writing by Buyer. This order may be assigned by Buyer to the Government or any designee of the Government, provided that written notice thereof is given to Seller. Buyer shall be entitled at all times to set off against any amount payable at any time by Buyer under this order, any amount owing at any time from Seller to Buyer whether arising under this order or other contracts or orders with Seller.

LOWER-TIER SUBCONTRACTS

- (a) The Seller shall, within ten calendar days after the execution of the order, submit to Buyer, in writing, a list of the names of all the lower-tier subcontractors, material men, and suppliers for any and all parts of the work hereunder.

Buyer reserves the right to reject any lower-tier subcontractor as to whom the Seller is unable to demonstrate that he has the necessary equipment and ability to perform the work called for, or who has previously failed to perform properly or failed to complete on time work of a similar nature. If, at any time during the progress of the work, Buyer determines that any such lower-tier subcontractor is incompetent or undesirable, Buyer will notify the Seller accordingly, and the Seller shall take immediate steps to terminate the order of such lower-tier subcontractor.

- (b) The Seller agrees that he is as fully responsible to Buyer for the acts and omissions of his lower-tier subcontractors and of persons either directly or indirectly employed by them as he is responsible for the acts and omissions of persons directly employed by him.
- (c) Nothing contained in the order shall be construed to create any contractual relation between any lower-tier subcontractor and Buyer nor to relieve the Seller of his obligations hereunder.
- (d) Each expenditure, order, purchase, or commitment (not including contracts of employment) made by the Seller pursuant to this order for any amount in excess of five hundred dollars (\$500.00), shall be in writing, and each such order shall contain provisions that such expenditure, order, purchase, or commitment is assignable to Buyer if Buyer shall so request. The Seller shall make all such orders in its own name and not bind or purport to bind Buyer.

CONTRACT ACCEPTANCE

By acceptance of this order, Seller agrees that the scope of the work required is understood by Seller; that there are no informal commitments by Buyer that in any way affect the work under this order; that there are no open or unresolved issues related to this order except as explicitly stated herein; and that Seller therefore understands and agrees that this order states the complete agreement of the parties.

COST ACCOUNTING STANDARDS (CAS)

CAS requirements do not apply if the order does not exceed \$650,000 or if the Seller claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.

INSURANCE (applies to work on Buyer's premises)

At all times during performance, the Seller shall maintain a current Certificate of Insurance evidencing insurance coverage not less than required by this article and providing for thirty (30) days written notice to the Contract Administrator by the insurance company prior to cancellation or material change in policy coverage. The period of coverage on the insurance certificate must coincide with the period of performance (term) of the Purchase Order. With respect to Work on Buyer or Government premises, the following sentence shall be incorporated on Seller's Certificate of Insurance:

"(Name of Buyer) is an additional insured with waiver of subrogation on any insurance policy."

The Seller shall also require all first-tier subcontractors who will perform Work on Buyer or Government premises to procure and maintain the insurance specified below during the entire period of their performance and to furnish proof at Buyer's request.

Coverage:

- A. Workers' Compensation Insurance - This coverage shall be as required by the State in which the Work is to be performed.
- B. General Liability Insurance - Coverage of \$500,000 for bodily injury liability and \$100,000 per accident for property damage liability on the comprehensive policy form.
- C. Automobile Public Liability and Property Damage - Coverage of \$300,000 for bodily injury liability and \$100,000 for property damage liability on the comprehensive policy form covering all owned, non-owned and hired automobiles which will be used in connection with the Work of this Purchase Order.

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- D. When applicable, Asbestos Liability Insurance - Coverage of \$1,000,000 per occurrence and an aggregate limit of \$1,000,000.

EXPORT CONTROL

- A. Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F. R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations 15 C.F.R., including the requirement for obtaining any export license, if applicable. Without limiting the foregoing, Seller agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by, or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an export license or applicable license exemption.
- B. Seller agrees to notify the Buyer if any deliverable under this Purchase Order is restricted by export control laws or regulations.
- C. Seller shall immediately notify the Buyer if Seller is or becomes listed in any Denied Parties List, or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency.
- D. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorney's fees, all expense of litigation and/or settlement, and court costs arising from any act or omission of the Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this provision.