



**GENERAL PROVISIONS FOR FIXED PRICE CONSTRUCTION**

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**CLAUSE 1 – DEFINITIONS**

As used herein, the following terms shall have the indicated meanings:

- "CFR" means the U.S. Code of Federal Regulations.
- "DEAR" means the DOE Acquisition Regulation.
- "DOE" means the U. S. Department of Energy.
- "FAR" means the Federal Acquisition Regulation.
- "Government" means the United States Government.
- "LBNL" means the Lawrence Berkeley National Laboratory.
- "Patent Counsel" means the DOE Patent Counsel.
- "Subcontract" means the subcontract between the University and the Subcontractor which includes these General Provisions.
- "Subcontractor" means the party who has entered into this Subcontract with the University, as identified in the Subcontract.
- The lower case term "subcontractor" means the Subcontractor's subcontractor(s).
- "University" means The Regents of the University of California, acting through the LBNL.

**CLAUSE 2 – SCOPE OF SUBCONTRACT**

The scope of the Subcontract shall be limited to the acquisition of fixed price construction.

The Subcontract is entered into under the University's Prime Contract No. DE-AC02-05CH11231 with DOE for management and operation of LBNL and performance of research and related work.

**CLAUSE 3 – PAYMENT BOND**

*(Applicable if the Subcontract amount is over \$30,000.)*

Upon the execution of this Subcontract the Subcontractor shall furnish to the University a Payment Bond or other acceptable alternative payment protection, guaranteeing the payment of claims of laborers, mechanics, material providers, and others. Said bond shall be in the form included with the Subcontract and with sureties acceptable to the University. The cost therefor shall be paid by the Subcontractor.

The penal amount of the Payment Bond or alternative payment protection shall be 100% of the original Subcontract price and, if the Subcontract price increases, an additional amount equal to 100% of the increase.

**CLAUSE 4 – PERFORMANCE BOND**

*(Applicable if the Subcontract amount is \$150,000 or more.)*

Upon the execution of this Subcontract the Subcontractor shall furnish to the University a Performance Bond, guaranteeing the faithful performance of this Subcontract. Said bond shall be in the forms hereto attached and with sureties approved by the University. The cost therefor shall be paid by the Subcontractor.

The penal amount of the Performance Bond shall be one hundred percent (100%) of the original Subcontract price and, if the Subcontract price increases, an additional amount equal to 100% of the increase.

**CLAUSE 5 – SURETIES AND ADDITIONAL PROTECTION**

The University shall approve any surety company which, at the time of execution of this Subcontract, is listed in the U.S. Treasury Department list of Certified Companies (Circular 570), available at: <http://www.fms.treas.gov/c570/>.

The Subcontractor shall promptly furnish additional security as may be required from time to time if the University determines such additional security is necessary to protect the interest of the University and the Government and of persons supplying labor or materials under this Subcontract.

**CLAUSE 6 – INSURANCE**

The Subcontractor shall, at its own expense, provide and maintain during the entire performance of this Subcontract, at least the kinds and minimum amounts of insurance required elsewhere in the Subcontract.

Before commencing work under this Subcontract, the Subcontractor shall certify to the University in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the University or Government's interest shall not be effective (1) for such period as the laws of the State in which this Subcontract is to be performed prescribe, or (2) until 30 days after the insurer or the Subcontractor gives written notice to the University, whichever period is longer.

The Subcontractor shall insert the substance of this clause, including this paragraph in subcontracts under this Subcontract that require work on a Government installation and shall require the subcontractors to provide and maintain the insurance required elsewhere in this Subcontract. The Subcontractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the University upon request.

**CLAUSE 7 – ASSUMPTION OF RISK**

*(Applicable to Subcontracts under \$200,000)*

Subcontractor shall and does hereby assume all risk and responsibility for damage to any materials used or work done in connection with the work from any cause or causes whatsoever, including fire, earthquake and storm, prior to the completion and acceptance of the work, and shall at Subcontractor's own cost and expense, repair and/or replace any work or materials damaged or destroyed. Since no form of property insurance is to be carried by University or Government, it will be the responsibility of Subcontractor to provide its own protection in this respect, and the cost of such protection shall be deemed to be included in the Subcontract price. This clause shall have no applications to public

liability for a nuclear incident as defined in the Atomic Energy Act of 1954, as amended, to the extent the Subcontractor is indemnified under said law.

#### **CLAUSE 8 – ASSIGNMENTS**

The administration of this Subcontract is assignable by the University to the Government or a successor-in-interest for management and operation of LBNL.

Except as to assignment of payment due hereunder, the Subcontractor shall have no right, power or authority to sell, mortgage, transfer or assign this Subcontract, any portion hereof, any interest herein, or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the University.

Neither this Subcontract nor any interest created thereby or any claim here under shall pass by operation of law or otherwise to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors, or to any other party or parties, except as expressly authorized by the University. The breach of the foregoing prohibition, whether voluntary, or by operation of law, by any process or proceeding of any court or by attachment, execution, proceeding in reorganization, composition, insolvency, or bankruptcy, whether voluntary or involuntary, shall be cause for default under this Subcontract.

#### **CLAUSE 9 – DISPUTES AND CLAIMS**

##### **A. Submittal Of Claim**

1. Except as otherwise provided in the Subcontract, any dispute between the Subcontractor and the University arising out of this Subcontract, or its breach, which is not informally disposed of by agreement shall be promptly submitted by the Subcontractor to the University as a claim. The term "claim," as used in this clause, shall mean a written request for adjustment or interpretation of Subcontract terms, payment of compensation, extension of time, or other relief with respect to the terms of the Subcontract submitted by the Subcontractor to the University with adequate supporting data and including a demand for a decision by the University. The term "Adequate supporting data," as used in this clause, shall mean a detailed statement of the basis and supporting reasons for the asserted entitlement and an itemized breakdown of any adjustment or compensation sought.

2. If the total amount of the compensation sought exceeds \$100,000, the Subcontractor shall certify, at the time of submission as the claim, as follows:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the Subcontract compensation for which the Subcontractor believes the University is liable.

##### **B. Decision of University**

1. The University shall review the facts pertinent to the claim and render a written decision. A copy of the decision shall be furnished to the Subcontractor by certified mail, return receipt requested, or any other method that provides evidence of receipt.

2. The University shall use its best efforts to issue a written decision on a claim within thirty (30) days after receipt of the claim. If a decision is not issued within the stipulated period, the University shall notify the Subcontractor of the time within which the decision will be made. This time period shall depend on the size and complexity of the claim and the adequacy of the Subcontractor's supporting data and other relevant factors. If a decision is not issued on any claim within ninety (90) days after the University's receipt of the claim, the claim shall be considered to have been denied.

##### **C. Informal Resolution and Mediation**

The parties shall attempt to resolve any claim in good faith, by direct, informal negotiations. Pending resolution of the claim, the Subcontractor shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.

The parties, upon mutual agreement, may seek to mediate any claim through the assistance of a neutral third party at any time, but they

must seek such assistance no later than 120 days after the date of the University's written decision on the claim. The cost of mediation shall be shared equally by both parties. If requested by both parties, the neutral third party may offer a non-binding opinion as to a possible settlement.

All such informal negotiations between the parties and discussions with a neutral third party shall be confidential and treated as compromise and settlement negotiations, for the purposes of application of rules of evidence.

##### **D. Arbitration**

1. The decision of the University on any claim may be arbitrated by the Subcontractor. Any written demand for arbitration must be mailed or otherwise furnished to the San Francisco Office of the American Arbitration Association, 417 Montgomery Street, San Francisco, CA 94104-1113. A copy of the demand for arbitration shall be furnished to the University.

2. The demand shall (i) contain a statement setting forth the nature of the claim, a copy of the University's decision, and a copy of this clause, and (ii) identify this Subcontract by title and number, state the amount involved, if any, and the remedy sought. The demand shall be filed together with the appropriate filing fee, as provided in the AAA Construction Industry Arbitration Rules.

3. No demand for arbitration on a dispute may be made unless the Subcontractor has submitted a claim to the University and until (i) the University has issued a written decision, or (ii) ninety (90) days after the date of the University's receipt of a claim, if a decision has not been issued by that date.

4. Timely notice of an intention to arbitrate shall be a prerequisite to an effective election to arbitrate. Except as otherwise provided in this clause, the decision of the University shall be final and conclusive unless the Subcontractor delivers to the University a written notice of the intention to arbitrate, by certified mail, return receipt requested, or any other method that provides evidence of receipt, within:

- 30 days from the date the Subcontractor receives the University's decision on a claim; or
- 180 days after the date of the University's receipt of a claim, if a decision has not been issued by that date.

##### **E. Rules of Arbitration**

Except as otherwise provided in this clause, arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated, as modified by this clause. The arbitration shall be de novo. The award rendered by the arbitrator(s) shall be final.

The following additional modifications are made to the AAA rules:

- The arbitrator(s) shall be neutral and appointed by the AAA.
- If the arbitration panel is composed of three arbitrators, one shall be an attorney. If a single arbitrator hears the claim, the single arbitrator need not be an attorney.
- A claim involving less than \$25,000 shall be heard by a single arbitrator. A claim involving \$25,000 or more shall be heard by three arbitrators.
- The parties shall have the discovery rights and follow the procedures provided in California Code Civil Procedure section 1283.05. The provisions of subparagraph (e) of section 1283.05 shall not be applicable to such discovery.
- The arbitrator(s) may employ expert technical advisor(s) for claims of extraordinary technical complexity with the consent of the parties to this Subcontract. If the arbitrator(s) utilizes an expert technical advisor, such expert technical advisor shall only communicate with the arbitrator(s) on the merits of the claim in writing, with copies served on all parties, or orally on the record in the presence of or after due notice to the parties, except as otherwise consented to in writing by all parties. All evidence, opinions or other information which an expert technical advisor testifies to or furnishes shall be subject to cross-examination and pertinent objections. Either party may object for cause to the use of a particular individual as an expert technical advisor. If such objection is not timely made, it shall

be deemed waived. The parties shall share the expense for such expert technical advisor(s) on a pro rata basis.

- If more than one demand for arbitration is made by a party to this Subcontract with respect to concurrent claims referred to the University, all such concurrent claims shall be consolidated into a single arbitration hearing unless the parties to this Subcontract otherwise agree.
- The Subcontractor's performance bond surety for the project, a Subcontractor or supplier to the Subcontractor, and the Architect may be permitted to join in and be bound by the arbitration if required by the terms of their respective contracts with the Subcontractor or the University. Such joinder shall not be required if it unduly delays or complicates the expeditious resolution of the claim unless a failure to order joinder would be likely to produce inconsistent decisions from separate proceedings among the Subcontractor and University. Any such joinder will be limited to issues raised by the Subcontractor and University directly concerning the claim.
- Unless the parties otherwise agree the locale for the arbitration shall be the San Francisco Bay area.
- The arbitrator(s) shall issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of documents and other evidence in accordance with California Code of Civil Procedure section 1282.6. Witnesses shall be entitled to receive fees and mileage as provided in Code of Civil Procedure section 1283.2.
- The arbitrator(s) shall decide the claim in accordance with the applicable substantive law of California, except that clauses based upon federal regulations will be interpreted in accordance with applicable federal decisions. An award, including an award of costs and fees, is beyond the power of the arbitrator(s) if the award is based on an error of law. The award shall include a determination of all the questions submitted to the arbitrator(s) the decision of which is necessary to determine the claim, and a summary of the evidence and the reasons, factual and legal, for the decision. The award shall be in writing and signed by either the sole arbitrator or by at least a majority if there be more than one. The arbitrator(s) shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Subcontract or expressly written modification or supplemental agreement thereto, or to extend its duration, unless all the parties hereto have expressly agreed, in writing, to give the arbitrator(s) specific authority to do so.
- Each party to the arbitration shall pay its pro rata share of the arbitrator(s), together with other expenses of the arbitration incurred or approved by the arbitrator(s), not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.

#### F. Litigation

1. The Subcontractor may elect to litigate the University's decision on, or denial of, a claim if the amount of the claim is \$100,000 or more. Such an election shall constitute an irrevocable waiver of the right to arbitrate.
2. No demand for litigation on a dispute may be made unless the Subcontractor has submitted a claim exceeding \$100,000 to the University and until (i) the University has issued a written decision, or (ii) the one hundred eighty (180) days after the date of the University's receipt of a claim exceeding \$100,000, if a decision has not been issued by that date.
3. Timely notice of an intention to litigate a claim shall be a prerequisite to an effective election to litigate. Except as otherwise provided in this clause, the decision of the University on a claim shall be final and conclusive unless the Subcontractor delivers to the University a written notice of the intention to litigate, by certified mail, return receipt requested, or any other method that provides evidence of receipt, within:
  - 90 days from the date the Subcontractor receives the University's decision on a claim; or
  - 240 days after the date of the University's receipt of a claim exceeding \$100,000, if a decision has not been issued by that date.

4. The parties hereby elect the Superior Court of the State of California for the County in which the Subcontract was to be performed as the exclusive forum for such litigation.

5. If the University's decision involves a claim of \$100,000 or more, and a party to this Subcontract has demanded arbitration, the other party to this Subcontract shall have seven (7) days from the date of its receipt of the notice of such filing from the AAA within which to file an answering statement of a notice of intention to litigate the decision in lieu of arbitrating it. If the other party does not deliver a written notice of intention to litigate within the seven (7) day period, by certified mail, return receipt requested, or any other method that provides evidence of receipt, that party shall be deemed to have consented to arbitration and to have irrevocably waived the right to litigate the University's decision. If no answering statement is filed within the seven (7) day period, it shall be considered as a denial of the claim.

#### G. Claims Excluded

The procedures and remedies provided in this clause shall not apply to:

- any claim for or dispute about penalties or forfeitures prescribed by these General Provisions or by statute or regulation which another State or Federal agency is specifically authorized to administer, settle or determine;
- any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death;
- any claim or dispute involving fraud and misrepresentation;
- any claim or dispute relating to stop payment requests or stop notices or the procedures authorized by the clause entitled "Liens And Claims For Labor And Materials;"
- any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and supplies or;
- any claim based on or involving noncompliance with or violation of any applicable health, safety or environmental regulations, statutes or provision(s).

#### H. Continuance of Performance

Pending any University decision on a dispute or claim, award by the arbitrator(s), or a final adjudication by the courts, the Subcontractor shall proceed diligently with the performance of this Subcontract and in accordance with the University's decision, and the University shall pay for such performance in accordance with the payment terms of this Subcontract, unless the parties to this Subcontract otherwise agree in writing.

#### **CLAUSE 10 – NON WAIVER OF DEFAULT**

Any failure by the University at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Subcontract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way nor the right of University at any time to avail itself of any remedies as it may have for any breach of such terms or conditions.

#### **CLAUSE 11 – ENVIRONMENT, SAFETY, AND HEALTH**

The Subcontractor shall take all reasonable precautions in the performance of the work under this Subcontract to protect the health and safety of employees and members of the public, to minimize danger from all hazards to life and property, and to prevent injury to any of its employees or other persons; and shall comply with all applicable environmental, safety, health, and fire protection regulations and requirements, including those of the University and DOE (including reporting requirements). Such precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on University or Government premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment, or facilities, whether such machinery, equipment, or facilities are the property of or are being operated by the Subcontractor, its lower-tier subcontractors, the University, or other persons. The safety of all persons employed by the Subcontractor and its subcontractors on University or Government premises, or any other

person who enters thereupon for reasons relating to this Subcontract, shall be the sole responsibility of the Subcontractor.

The Subcontractor shall immediately take action to correct any noncompliance with the requirements of this clause. In the event that the Subcontractor fails to comply with said regulations or requirements of the University or the DOE, the University may, without prejudice to any other legal or contractual rights of the University, issue a stop-work order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the University. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

#### **CLAUSE 12 – ACCIDENT PREVENTION PROGRAM REQUIREMENTS**

The Subcontractor shall submit the following to the University prior to start of any construction work, unless otherwise advised.

1. A descriptive outline of its accident prevention program. The University will provide a job hazards analysis checklist form that can serve as the descriptive outline.
2. A report of its injury, accident, fire, and property damage experience, including motor vehicle, for the previous two (2) years.
3. Detailed site-specific safety/work plans. Examples of areas to be covered are:
  - Fire protection systems.
  - Industrial Safety : Fall protection, scaffolding, trenching and/or shoring, etc.
  - Industrial Hygiene: Confined spaces; radiological and asbestos-containing materials handling; use of chemicals, oils, solvents, paints, epoxies, adhesives, binders, and gases.
  - Environmental Protection: Washdown/spilling/release of water or liquids to storm or sanitary sewer systems; abrasive blasting; generation of hazardous wastes.
4. The name and qualifications of the job site management official assigned responsibility for the Subcontractor's safety, accident prevention, and fire protection program.

The University's written authorization to proceed with construction may be withheld until the University receives an acceptable Subcontractor safety program, including required site-specific safety/work plans.

#### **CLAUSE 13 – CHANGE ORDER ADJUSTMENTS**

Price adjustments resulting from change orders issued pursuant to *CHANGES* clause not covered by unit price or alternate bids shall be determined in accordance with the following:

1. For change order work performed by the Subcontractor and/or its affiliates, the price adjustments shall be based on the agreed-upon estimate for the direct costs for labor, payroll taxes and fringe benefits, materials, supplies, sales taxes, applicable insurance, and transportation of materials, plus a fixed mark-up rate of 15% of such direct costs ( for indirect costs and profit), to which shall be added any related bond costs.
2. For change order work performed by a first-tier subcontractor of the Subcontractor, the price adjustments shall be based on the estimated direct costs plus the fixed mark-up rate of 15%, as established in paragraph 1 above, to which the Subcontractor may add 5% plus any related bond costs.
3. For change order work performed by a second tier and/or lower-tier subcontractor(s), the price adjustments shall be based on the estimated direct costs plus the fixed mark-up rate of 15%, as established in paragraph 1 above, to which the higher-tier subcontractor(s) may add a fixed mark-up rate of 5%, (for indirect costs and profit) and the Subcontractor may add a fixed mark-up rate of 5% (for indirect costs and profit) plus any related bond costs. Performance of change order work by a third or lower-tier subcontractor must be approved in advance by the University Technical Representative.

For reductions or omissions not covered by unit prices or alternate bids, the Subcontractor agrees that the University shall be credited with an agreed-upon for the estimated direct costs that would have been incurred in connection with the reduced or omitted work, plus the applicable fixed mark-up rates.

The estimated direct costs for change order work and reduced or omitted work shall consist of those for labor (including payroll taxes and fringe benefits), materials, supplies, sales taxes, applicable insurance, transportation of materials, and any related bond costs, and shall be consistent with the cost principles and procedures for construction contracts in FAR Part 31 (48 CFR Part 31), as may be supplemented by DEAR Part 931 (48 CFR Part 931), then in effect. No increases for indirect costs and profit shall be allowed above the fixed mark-up rates herein provided, regardless of the number of subcontractors involved.

Claims for change order work that involve adjustments to the schedule for performance of the work must include justification for the requested schedule adjustment. The Subcontractor shall provide a critical path or bar chart schedule and analysis demonstrating the effect of the proposed change to the schedule. Requests for adjustments to the schedule will not be considered without the appropriate justification.

The Subcontractor shall maintain separate accounts for each change or series of related changes, by job order or other suitable accounting procedure. The Subcontractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the University or the matter is conclusively resolved. The University may require change order accounting documentation whenever the estimated cost of a change or series of related changes exceeds \$25,000.

#### **CLAUSE 14 – CHANGE ORDER CLAIM PROCEDURE**

##### **A. Instructions**

The information listed below is required to be submitted by the Subcontractor with any proposal for additive or deductive changes or modifications to the Subcontract. Previously submitted information used to substantiate a prior proposal is not required to be resubmitted with the new proposal, provided the information is explicitly referenced and identified. The Subcontractor shall ensure that all lower tier subcontractors' proposals include the required submission information identified below. Proposals that do not include, as a minimum, the required information listed below, will be returned for re-submission. The Subcontractor shall be for any construction delays resulting from incomplete or improper change order or claim proposals.

##### **B. General Submittals**

All proposals for additive or deductive changes or modifications to the Subcontract must include the following:

1. A summary of all costs by cost element.
2. Identification, description, and submittal of all rate agreements utilized.
3. Identification and submittal of cost or pricing data which are based on verifiable factual information.
4. Documentation and explanation of the estimating process used, including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data.

##### **C. Materials**

Proposals involving materials must include the following:

1. An explanation of the basis for the kinds, quantities and cost of all material elements proposed.
2. A priced bill of material for the entire proposal showing part number/description, unit cost, quantity required, extended cost, basis for the proposed price (quotation, prior buy, similar item, etc.) and the rationale for the proposed price, unless an alternate method of estimating material costs has been accepted by the University.
3. A summary by class of material (subcontracts, purchase parts, raw materials, etc.) showing base material costs and any factors applied (i.e. escalation, attrition, usage variance, etc.) and the basis for the development and application of these factors.
4. Specific subcontract effort to be performed and identification of each subcontractor. For each subcontract change, provide a listing by source, item, quantity, and price, including the results of review of subcontract proposals. Where the required data or reviews have not been made available, provide the reasons for the omission.
5. Identification of any inter organizational transfers. Provide complete supporting data and basis for these transfers.

D. Direct Labor

Proposals involving direct labor must include the following:

1. Identification of labor hours by Task by labor category/skill mix.
2. Identification of rate agreement. In the absence of a labor rate agreement, provide a component breakdown of each labor rate by category. Identify any adjustment factors to these rates including the effect of union agreements, insurance adjustments, etc.

E. Other Job Site Costs

Proposals involving other job site costs must include a list all other costs by category/element (utilities, equipment rental, supervision, etc.) and provide supporting schedules and rationale for the amount proposed for each category element.

F. Markups

Proposals involving markups must reflect the allowable percentages, in accordance with the *CHANGE ORDER ADJUSTMENTS* clause.

**CLAUSE 15 – LIENS AND CLAIMS FOR LABOR OR MATERIALS**

The Subcontractor agrees that at any time upon request of the University it will submit a sworn statement setting forth the work performed or material furnished by the subcontractors, suppliers and material men, and the amount due to become due to each, and that before final payment called for hereunder, the Subcontractor will, if requested, submit to University a complete set of vouchers showing what payments have been made for material and labor used in connection with the work called for hereunder.

The Subcontractor shall:

1. Indemnify and save harmless the University and the Government from all claims, demands, causes of action, or suits, of whatever nature, arising out of the services, labor and materials furnished by the Subcontractor or its subcontractors under this Subcontract, and from all laborers', material men's and mechanics' liens upon the real property upon which the work is located or any other property of the University or the Government.
2. Promptly notify the University in writing of any such claims, demands, causes of action, or suits brought to its attention. The Subcontractor shall forward with notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, or suits, and, at the request of the University, shall do all things and execute and deliver all appropriate documents and assignments in favor of the University or the Government of all the Subcontractor's rights and claims growing out of such asserted claims, as will enable the University and the Government to protect their respective interests by litigation or otherwise.

Neither the final payment nor any part of the retained percentage shall become due until the Subcontractor, if required, delivers to the University a complete release of all liens arising out of this Subcontract, or receipts in full in lieu thereof, as the University may require, and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Subcontractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, the Subcontractor shall refund to the University all amounts that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

Any subcontractor, material man, or workman, or anyone else having any claim against the Subcontractor for or on account of work done or material furnished for the performance of the work provided for here under, may give written notice of said claim and the amount thereof to the University, who may, but shall not be obliged to, thereupon withhold from payments due or to become due thereafter to the Subcontractor an amount equal to such claims until such claims are adjusted and paid. The provisions of this clause shall not lessen or diminish but shall be in addition to the right or duty of the University to withhold any payments under the provisions of the laws of the State of California respecting the withholding of sums due to the Subcontractor.

**CLAUSE 16 – BUILDERS ALL-RISK PROPERTY INSURANCE**

*(Applicable to Subcontracts over \$200,000.)*

A. Coverage Requirements

The Subcontractor shall, at its own expense, provide and maintain builders all-risk insurance, insuring the full value of all work performed and materials supplied under this Subcontract against all risks of physical loss or damage until final completion and University's acceptance of all the work, including but not limited to fire and associated perils, vandalism and malicious mischief, and other causes.

B. Conditions of Coverage

1. The builders all-risk insurance shall (a) include a provision designating the University and the Department of Energy (DOE) as "additional insureds" on all of the required insurance, by certificate, endorsement, or otherwise; (b) include a provision that the policies are primary and shall not participate with nor are excess over any other valid and collective insurance; (c) include a waiver of subrogation in favor of the University and Government; and (d) provide for deductible amounts not exceeding 5% of the insurable value. In the event of an insured loss or damage, the Subcontractor agrees to pay to the University, upon demand, an amount equal to the deductible amount.

2. The builders all-risk insurance policies obtained by the Subcontractor under provisions of this clause shall specifically provide that the proceeds of said policy or policies shall be payable to the Subcontractor and the University, as their interests may appear, and that in the case of an act of God, the proceeds of said policy or policies shall be payable to the University, to indemnify the University and Government for any loss or damage caused by such act of God, if the University elects to terminate the Subcontract.

3. The insurer or the Subcontractor shall notify the University at least 30 days in advance of any modification, change, or cancellation of any of the builders all-risk insurance.

C. Insurers & Policies

The all-risk insurance shall be obtained from an insurance carrier or carriers approved by the University, under an insurance policy or policies satisfactory to the University in form and substance.

D. University May Insure for Subcontractor

In case of the breach of any provision of this clause, the University may, at its option, take out and maintain such builders all-risk insurance in the name of the Subcontractor or any subcontractor, as the University may deem appropriate, and may deduct the cost of obtaining and maintaining such insurance from any sums which may be found or become due the Subcontractor under this Subcontract.

E. Certificates of Insurance

Prior to commencement of the work at the worksite, the Subcontractor shall issue to the University a certificate or certificates of insurance substantiating and covering the policies required under this clause, specifically addressing the *Conditions of Coverage* set forth above. The certificate or certificates of insurance shall be submitted on a form acceptable to the University and shall show all companies providing the coverage. .

**CLAUSE 17 – BUY AMERICAN ACT**

The FAR clause 52.225-9, *BUY AMERICAN ACT – CONSTRUCTION MATERIALS* (included by reference below) requires that only domestic construction material be used in the performance of this Subcontract. The use of any non-domestic materials under this Subcontract must be approved by the University prior to installation. Unapproved, non-domestic materials delivered to the project site shall be immediately removed from the site by the Subcontractor at the Subcontractor's expense. If non-conforming materials are installed, the Subcontractor shall remove the non-conforming material from the work and replace the material with approved domestic material, at the Subcontractor's expense. If the cost of removal is prohibitive, as determined by the University, and the non-conforming material otherwise meets the requirements of the specifications, the cost of the non-conforming material shall be deducted from the Subcontract amount.

#### **CLAUSE 18 – FORCED, CONVICT, AND INDENTURED LABOR**

- A. By signing or accepting this subcontract, the Subcontractor hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this subcontract will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- B. Any Subcontractor subcontracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a subcontract pursuant to the above, may have any or all of the following sanctions imposed:
1. The subcontract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.
  2. The Subcontractor may be removed from consideration for University subcontracts for a period not to exceed 360 days.

#### **CLAUSE 19 – SUPERINTENDENCE BY SUBCONTRACTOR**

At all times during performance of this Subcontract and until the work is completed and accepted, the Subcontractor shall directly superintend the work or assign and have on the worksite a competent superintendent and any necessary assistants, each of whom must be satisfactory to the University. The superintendent shall not be changed except with the consent of the University, unless the superintendent proves to be unsatisfactory to the subcontractor or ceases to be in its employ. The superintendent shall have the authority to act for the Subcontractor in the Subcontractor's absence; and all notices, directions, and instructions given to the superintendent shall be as binding as if given to the Subcontractor.

The Subcontractor shall give efficient supervision of the work, using its best skill and attention. It shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the University any error, inconsistency or omission which it may discover.

#### **CLAUSE 20 – RELEASE OF INFORMATION**

The subcontractor agrees that information regarding this Subcontract, any data developed or obtained, and the name of the University, LBNL, or the Government shall not be disclosed in any publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information without prior written approval from the University Procurement Representative.

#### **CLAUSE 21 – NOTIFICATIONS**

- A. Subcontractor shall immediately notify the University Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontractor, the cost of which is reimbursable hereunder.
- B. Subcontractor agrees to notify the University of any government tax, fee, or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract which the Subcontractor has reason to believe may be inapplicable or invalid, and which would be reimbursable or the University has claimed an exemption hereunder. Subcontractor also agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by the University, and to take such steps as may be required by the University to cause such tax, fee, or charge to be paid under protest and, if so directed by the University, to cause to be assigned to the University or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit the University or its designee to join with the Subcontractor in any proceedings for the recovery thereof or to sue for recovery in the Subcontractor's name.
- C. If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the University Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is reasonably necessary to resolve such circumstances within the shortest possible time.

#### **CLAUSE 22 – LIABILITY FOR INJURIES AND DAMAGES**

The Subcontractor assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any personal injury (including death), and/or damage or destruction or alleged damage to or destruction of property, sustained, or alleged to have been sustained, in connection with or arising out of the performance of the work by the Subcontractor, its agents, servants, employees, subcontractors and consultants, save and except that the Subcontractor, its agents, servants, employees, subcontractors and consultants shall not be liable for the sole negligence of the University.

The Subcontractor shall indemnify and hold harmless the University and the Government, their officers, agents, servants, and employees from any and all liability for such losses, expenses, damages, demands, and claims, and shall defend any suit or action brought against any or all of them based on any alleged personal injury or property damage, and shall pay any damages, costs and expenses, including attorney's fees, in connection with or resulting from such suit or action.

#### **CLAUSE 23 – LAWS AND REGULATIONS**

All delivered items and all services performed under this Subcontract shall be in compliance with all applicable laws, regulations, and orders, including but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety (including worker safety and health), export control, and environmental protection.

#### **CLAUSE 24 – ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Subcontract shall consist of the Subcontract document (including any signature page and schedule of articles), these General Provisions, and any other referenced or incorporated clauses, provisions, and documents, which is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these General Provisions, including the FAR and DEAR clauses listed in the clause entitled *Clauses Incorporated by Reference*; (c) any specifications (including drawings); (d) other documents listed in the Subcontract Article entitled *Incorporated Documents*, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, and documents.

#### **CLAUSE 25 – CLAUSES INCORPORATED BY REFERENCE**

The FAR and DEAR clauses listed below, which are located in Chapters 1 and 9 of CFR Title 48 and available at <http://www.gpo.gov/fdsys/>, are hereby incorporated by reference as a part of these General Provisions, as prescribed below. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the lower case term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR 52.227-1, 52.227-2, 52.227-4, 52.227-14, and 52.227-19, and DEAR 970.5232-3, in which clauses "Government" shall mean the U. S. Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC02-05CH11231 with the University. As used in FAR 52.245-1, the terms "Government" and "Contracting Officer" shall mean the University, except with respect to title. As used in DEAR 952.227-9 and 970.5232-3, the term "DOE" shall mean DOE and the University.

#### **THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:**

- DEAR 952.203-70 WHISTLEBLOWER PROTECTION OF SUBCONTRACTOR EMPLOYEES (DEC 2000). Applies if the Subcontract involves any work at a DOE-owned or leased facility.
- DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011). Applies if any nuclear technology information will be made available to foreign nationals of sensitive foreign nations. See list of sensitive foreign nations at: [www.lbl.gov/ufva](http://www.lbl.gov/ufva).
- DEAR 952.204-77 COMPUTER SECURITY (AUG 2006). Applies if the Subcontractor has access to any computers owned, leased or operated by or on

	behalf of LBNL or DOE.		substituting paragraph (a) with DEAR 927.409(a).
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011). Applies if the Subcontract involves any further subcontracting opportunities.		Applies if any "data" will be produced, furnished, or acquired under the Subcontract.
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)		If delivery of Limited Rights Data is required, then ALTERNATE II shall apply, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice:
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007) Note: Download the required EEO Poster at: <a href="http://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm">http://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm</a>		1. Use (except for manufacture) by support services contractors or subcontractors;
FAR 52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)		2. Evaluation by non-government evaluators;
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)		3. Use (except for manufacture) by other contractors or subcontractors participating in the Government's program of which the specific subcontract is a part;
DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)		4. Emergency repair or overhaul work; and
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), with ALTERNATE I (JUL 1995). Applies if the Subcontract involves the delivery or on-site use of any hazardous materials.		5. Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation or for emergency repair or overhaul work.
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001). Applies if the Subcontract involves the delivery or use of ozone-depleting substances or supplies that may contain or be manufactured with ozone depleting substances	FAR 52.227-19	If delivery of Restricted Computer Software is required, then ALTERNATE III shall apply.
FAR 52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995). Applies if the Subcontract is for services involving the maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances, as a refrigerant, such as air conditioners (including motor vehicles), refrigerators, chillers, or freezers.	DEAR 952.227-82	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies if the Subcontract involves the acquisition of commercial computer software.
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007). Applies if the Subcontract involves furnishing, specifying the use of, or using at an LBNL Site any energy-consuming product listed in the ENERGY STAR® Program or DOE's Federal Energy Management Program (FEMP). For information on listed energy-consuming products see: <a href="http://www.energystar.gov/products">http://www.energystar.gov/products</a> and <a href="http://www1.eere.energy.gov/femp/technologies/eep_purchasingspecs.html">http://www1.eere.energy.gov/femp/technologies/eep_purchasingspecs.html</a> .	DEAR 970.5232-3	RIGHTS TO PROPOSAL (APR 1984), if the Subcontract is based on a technical proposal.
FAR 52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007). Applies if the Subcontract involves the furnishing or use at an LBNL Site of any personal computer products (as defined). Requires personal computer products that are EPEAT Bronze Registered or higher. For information about the standard, see <a href="http://www.epeat.net">http://www.epeat.net</a> .	FAR 52.232-5	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010), Paragraphs (a) through (h), excluding Paragraph (d). Applies If costs incurred are a factor in determining any payable amount. The records shall be retained for 3 years after final payment.
FAR 52.225-9	BUY AMERICAN ACT – CONSTRUCTION MATERIALS (SEP 2010)	FAR 52.236-2	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	FAR 52.236-3	DIFFERING SITE CONDITIONS (APR 1984)
FAR 52.227-4	PATENT INDEMNITY – CONSTRUCTION CONTRACTS (DEC 2007)	FAR 52.236-5	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
DEAR 952.227-9	REFUND OF ROYALTIES (FEB 1995). Applies if "royalties" are paid under the Subcontract by the Subcontractor, or a subcontractor at any tier.	FAR 52.236-7	MATERIAL AND WORKMANSHIP (APR 1984)
FAR 52.227-14	RIGHTS IN DATA-GENERAL (DEC 2007), with ALTERNATE V and DEAR 927.409(d)(3), and	FAR 52.236-8	PERMITS AND RESPONSIBILITIES (NOV 1991)
		FAR 52.236-9	OTHER CONTRACTS (APR 1984)
		FAR 52.236-10	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
		FAR 52.236-11	OPERATIONS AND STORAGE AREAS (APR 1984)
		FAR 52.236-12	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
		FAR 52.236-13	CLEANING UP (APR 1984)
		FAR 52.236-14	ACCIDENT PREVENTION (NOV 1991)
		FAR 52.236-15	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
		FAR 52.236-17	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
		FAR 52.236-21	LAYOUT OF WORK (APR 1984)
		FAR 52.242-14	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
		FAR 52.244-2	SUSPENSION OF WORK (APR 1984)
			SUBCONTRACTS (OCT 2010), with ALTERNATE I (JUN 2007). Paragraph (d) insert regarding consent is: "Any subcontract or purchase order that: (1) is for work at an LBNL site; (2) exceeds \$150,000 and is for other than a "commercial item" as defined in FAR 2.101; or

	(3) provides for the reimbursement of costs."
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010).
FAR 52.245-1	GOVERNMENT PROPERTY (APR 2012)
FAR 52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
FAR 52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994), with ALTERNATE I (APR 1984).
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003). Applies if the Subcontract involves international air transportation.
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006). Applies if the Subcontract involves ocean transportation of supplies other than "commercial items", except as described in paragraph (e)(4) of the clause.
FAR 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012), with ALTERNATE I (SEP 1996).
FAR 52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$2,000 OR MORE:**

FAR 52.222-6	DAVIS-BACON ACT (JUL 2005). Note: See the applicable Wage Determination which is included in the Subcontract. Download the required Poster at: <a href="http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf">http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf</a>
FAR 52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
FAR 52.222-8	PAYROLLS AND BASIC RECORDS (JUNE 2010)
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) (JUL 2005)
FAR 52.222-12	CONTRACT TERMINATION – DEBARMENT (FEB 1988)
FAR 52.222-13	COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS (FEB 1988)
FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
FAR 52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)

**THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$3,000:**

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)
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**THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$15,000:**

FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
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**THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR \$25,000 OR MORE:**

DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010). Applies if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2
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**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$100,000 OR MORE:**

FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
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FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
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**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$150,000:**

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010), excluding paragraph (c)(1)
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies if the Subcontract involves advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005). Applies if the Subcontract involves mechanics or laborers and is for other than "commercial items."
FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
FAR 52.243-4	CHANGES (JUN 2007)

**THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$500,000:**

DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
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**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$700,000:**

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011). Applies if certified cost or pricing data is required.
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 2010). Applies if certified cost or pricing data is required.

**THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$1,500,000:**

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011). Applies unless the Subcontractor is a small business or there are no subcontracting possibilities.
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**THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$5,000,000:**

FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010). Applies if the Subcontract has a performance period of more than 120 days. All disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the DOE Inspector General, with a copy to the LBNL DOE Contracting Officer.
FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007). Download the required poster at: <a href="http://energy.gov/ig/downloads/office-inspector-general-hotline-poster">http://energy.gov/ig/downloads/office-inspector-general-hotline-poster</a>

**END OF GENERAL PROVISIONS**