



**APPENDIX D
GENERAL PROVISIONS FOR PUBLIC WORKS
ENERGY BUSINESS SERVICES**

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GP-1 DEFINITIONS

- 1.1 ENERGY NORTHWEST: means Energy Northwest, a municipal corporation of the State of Washington.
- 1.2 CONTRACTING OFFICER or BUYER: Means Energy Northwest's authorized representative for this Contract.
- 1.3 CONTRACTOR or SUPPLIER: Means the individual or entity that will provide the Work and has caused its authorized representative to execute the Agreement.
- 1.4 SUBCONTRACTOR: Means an individual, or entity having an agreement with the Contractor, or with another subcontractor of any tier, for the performance of a part of the Work.
- 1.5 AGREEMENT: a writing executed by the authorized representatives of the Parties specifying the Work and terms and conditions of the transaction to provide the Work.
- 1.6 CONTRACT and CONTRACT DOCUMENTS: The Contract Documents shall be comprised of the following documents, which together form the entire Contract, and shall take precedence in the order listed:
 - a. Written Agreement;
 - b. Specifications and drawings for the Work as expressly acknowledged by the Parties;
 - c. General Provisions, if any;
 - d. Special Provisions, if any;
 - e. Written Contract Modifications executed by the authorized representatives of both parties, if any; and,
 - f. Energy Northwest's Purchase Order, if any.
- 1.7 PUBLIC WORKS: The term Public Works shall include all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein and as provided in Revised Code of Washington 39.04 Public Works as it may be amended from time to time.
- 1.8 PURCHASE ORDER: "Purchase Order" or "Order" shall be the written document produced by Energy Northwest in the normal course of its operations authorizing the transaction covered by the Contract Documents.
- 1.9 PARTY: means the individuals or entities whose authorized representatives have executed the Contract and specifically excludes any third parties that have not executed the Contract.
- 1.10 WORK: means the deliverables specified in the Contract Documents.
- 1.11 SITE or WORK SITE: means the actual place or places specified or made available for the Work, together with so much of the area surrounding the same as the Contractor shall with the written consent of Energy Northwest actually use in connection with the Work other than merely for access.

GP-2 ENTIRE AGREEMENT

The Contract Documents embody the entire Agreement between the Parties with respect to the subject matter thereof, and supersedes and merges into it all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof. The Contract may not be amended, changed, modified or altered unless agreed in a writing executed by the authorized representatives of each Party. The Contract shall be



binding upon the Parties hereto and their successors, representatives and assigns. The Agreement may be executed in counter parts, including by a facsimile transmission thereof, each of which is an original and all of which are merged upon execution and constitute one and the same instrument.

GP-3 INDEPENDENT CONTRACTOR

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent, employee or servant of Energy Northwest.

GP-4 PERFORMANCE TIME

It is the responsibility of the Contractor to complete the work within the time specified in the Contract Documents and by submission of its bid the Contractor warrants that the Work shall be completed within the time specified in the Contract.

GP-5 LABOR AND PERSONNEL

- 5.1 Contractor shall furnish competent and appropriately skilled personnel to perform the work under this Contract. If work is to be performed at or on Energy Northwest facilities, Contractor shall comply with and cooperate in enforcement of Energy Northwest's procedures. Contractor shall have competent supervisory personnel satisfactory to Energy Northwest and with authority to act for Contractor present at the Work Site at all times the Work is in progress.
- 5.2 Contractor shall ensure all labor and personnel furnished to Energy Northwest to perform work or services are eligible for employment in compliance with state and federal regulations.
- 5.3 Contractor shall ensure that its personnel performing work or services on Energy Northwest controlled property comply with Energy Northwest's non-harassment policies and procedures.
- 5.4 Contractor shall be aware of, and familiar with, all collective bargaining agreements, which pertain to or affect the Work or other work at the Site. Contractor shall plan and conduct its operations so that its employees and subcontractors of any tier will work harmoniously with Company employees and others in order to assure that there will be no delays, work stoppages, excessive labor costs or other labor difficulties. All questions regarding labor relations issues and requirements at the Owner's Work site should be directed to:

Manager, Construction and Maintenance Services, 509-377-8484
- 5.5 Contractor shall advise Energy Northwest promptly, in writing, of any labor dispute or anticipated labor dispute known to the Contractor which may reasonably be expected to affect the Contractor's performance.
- 5.6 Contractor shall remove from the Site any of its personnel that Energy Northwest determines to be unacceptable for any reason, if requested to do so by the Contracting Officer. Removed personnel may not perform work at the Site without Energy Northwest's express written acknowledgement of their return.

GP-6 PREVAILING WAGE RATES

- 6.1 The hourly wage rates to be paid to laborers, workmen or mechanics under this Contract shall be the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the state where such labor is performed.

NOTE: Washington State prevailing wages are available online at: "www.lni.wa.gov/prevailingwage/" and are available in PDF format.

- 6.2 Apprenticeship workmen employed under this Contract for whom an apprenticeship agreement has been registered and approved with the State Apprenticeship Council pursuant to Chapter 49.07 RCW must be paid the prevailing hourly rate for an apprentice of that trade. Any workman for



whom an apprenticeship agreement has not been registered and approved shall be considered a fully qualified journeyman, and therefore shall be paid at the prevailing hourly rate for journeymen.

- 6.3 Before any payments will be made by Energy Northwest the Contractor and each and every subcontractor shall submit an approved "Statement of Intent to Pay Prevailing Wage" to the Energy Northwest contracting officer. Each statement shall include the Contractor's registration number, the number of workers anticipated in each trade classification, and certification that the rate of hourly wages paid each classification of laborers, workmen, or mechanics employed upon the work shall not be less than the prevailing wage rate. Each statement must be approved by the Industrial Statistician of the Department of Labor and Industries of the State of Washington before it is submitted to Energy Northwest.
- 6.4 Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by the Contractor for payment shall state that the prevailing wages have been paid in accordance with the previously filed statement provided to Energy Northwest.
- 6.5 Following the final acceptance of the Contract, the Contractor and each and every subcontractor shall submit to Energy Northwest an "Affidavit of Wages Paid." The Industrial Statistician before submission to Energy Northwest must certify each affidavit.
- 6.6 Any Contractor or subcontractor who shall upon its oath verify any statement required to be filed upon this provision which is known to be false, or is made without knowledge in reckless disregard for the truth, shall be subject to civil penalty in accordance with Chapter 34.04 RCW, and may not be permitted to bid on any Energy Northwest contract until any penalty is satisfied.
- 6.7 To the extent that the Contractor or its subcontractors have not paid the wages at the rate required by this provision, and such a finding has been made as provided above, such unpaid wages shall constitute a lien of the first priority against the Contractor's or subcontractor's Bond according to the provisions of the RCW.
- 6.8 In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred to the Director of Labor and Industries for arbitration, and his decision shall be final, conclusive, and binding on all parties involved in the dispute.

GP-7 INDEMNIFICATION

- 7.1 INDEMNIFICATIONS by the Contractor
 - a. Contractor shall indemnify and save harmless Energy Northwest and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission of the Contractor, its agents, representatives or employees, including any and all expense, including reasonable attorney's fees, incurred by Energy Northwest or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability to the extent arising from the negligence of Energy Northwest or its representatives.
 - b. For the purpose of fulfilling this indemnity obligation, the Contractor hereby waives any and all immunity rights or protection created by the Workers' Compensation Act and further agrees that this indemnity agreement shall apply to, but shall not be limited to, actions brought by its own employees. Energy Northwest and Contractor agree that for actions brought by Contractor's employees where the Contractor is the sole defendant, the Contractor has not waived its Industrial Insurance Act immunity rights or protections. **CONTRACTOR HEREBY ACKNOWLEDGES THIS INDEMNITY PROVISION WAS MUTUALLY NEGOTIATED AND AGREED TO BY BOTH PARTIES.**
- 7.2 The Contractor's liability under this Contract shall not include consequential damages related to the loss of power production at the Work site.



GP-8 INSURANCE PROVIDED BY THE CONTRACTOR

8.1 INSURANCE PROVIDED BY THE CONTRACTOR

a. Energy Northwest Approval

Contractor shall maintain in force the types of insurance in amounts no less than the limits required herein. Insurers shall have a Best rating of no less than A-:VI. Such insurance shall be approved by Energy Northwest as to form, sufficiency and manner of execution.

Copies of Certificates of Insurance shall be furnished to the responsible Energy Northwest Contracting Officer prior to the commencement of work. It shall be the responsibility of the Contractor to assure itself that its subcontractors have complied with this provision prior to the commencement of work by the subcontractor.

b. Insurance Requirements

Type of Insurance	Limits of Coverage	Contract Amount
<u>Worker's Compensation</u>	<u>Coverage A:</u> Statutory <u>Coverage B:</u> See Commercial General Liability	All Contracts
<u>Automobile Liability</u> If operating on Energy NW property (includes coverage for owned and hired vehicles)	\$100,000/300,000 Bodily Injury	All Contracts
<u>Property Damage</u>	\$1 Million \$5 Million \$20 Million	Less than \$5 Million \$5 to \$20 Million Over \$20 Million
	Services	None
<u>Commercial General Liability</u> including coverage for: Products, Completed Operations, Blanket Contractual, Broad Form Property, Personal Injury Liability, Advertising Injury, "XCU" Hazards, Employer's Liability	Public Work: \$1 Million \$5 Million \$20 Million	Less than \$5 Million \$5 to \$20 Million Over \$20 Million

c. Additional Requirements

- 1) Commercial General Liability policies shall name Energy Northwest as an additional insured with respect to liability arising out of the Contractor's performance of the work. Automobile Liability policies shall not exclude coverage for Energy Northwest.
- 2) Commercial General Liability policies will be written on an "Occurrence" form and the policies will be endorsed to provide that the General Aggregate Limit will apply separately to each of the Contractor's projects.
- 3) All policies and certificates shall carry a provision that such insurance shall not be canceled except upon thirty (30) days written notice to Energy Northwest.
- 4) To the extent of Contractor's negligent acts or omissions, all policies required by this Contract shall include provisions that such insurance is primary insurance with respect to the interests of Energy Northwest and that any other insurance maintained by Energy Northwest is excess and not contributory with the insurance required hereunder, as well



as provisions that the policy contain a cross liability or severability of interest clause or endorsement.

5) Waiver of Subrogation

The Contractor, on behalf of itself, its subcontractors, and all their insurance carriers hereby waive any right of recovery or of subrogation against Energy Northwest or their representatives and all other contractors, and agrees to have such waiver included in all Contractor's and subcontractor's insurance contracts.

d. Contractor's Loss Insurance

Energy Northwest assumes no liability for loss of or damage to Contractor's and/or its subcontractor's sheds, tools, equipment, and/or material, or to any property of their employees, it being understood that any insurance carried by the Contractor to provide protection against such loss or damage shall contain a waiver of any right of subrogation against Energy Northwest.

e. Self Insured Contractors Energy Northwest Approval

Following financial review and authorization by Energy Northwest, a Contractor may self insure the first one million dollars (\$1 Million) of liability coverage. If such self insurance is expressly approved in writing by Energy Northwest, the Contractor agrees to hold Energy Northwest harmless from any losses arising out of the performance of work under the Contract to the extent that such losses would be covered under a Commercial General Liability required herein.

f. Contractor's Duty to Report Occupational and Tort Claims

The Contractor shall promptly inform Energy Northwest in writing of every employee's workers compensation claim or of any tort liability claim for bodily injury allegedly caused by a nuclear energy hazard arising out of Columbia Generating Station, or in the course of transporting nuclear material to or from the Columbia Generating Station.

GP-9 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES

In case of discovery of conflicts, discrepancies, errors or omissions among various parts of the Contract, the matter shall be submitted immediately upon discovery by the Contractor to the Contracting Officer for clarification. Any Work affected by such conflicts, errors, omissions or discrepancies performed by the Contractor prior to clarification shall be at the Contractor's risk.

GP-10 SUBCONTRACTS

- 10.1 Any contract to be entered into by the Contractor with any Subcontractor for the performance of Work pursuant to the Contract or any fraction thereof exceeding \$5,000 shall be submitted to the Contracting Officer for prior written acknowledgement.
- 10.2 The Contracting Officer's acknowledgement of such Subcontractors shall not be construed to relieve the Contractor or its surety of their responsibilities under this Contract.
- 10.3 The Contractor shall require in such Subcontracts that the Subcontractor be subject to the provision of this Contract entitled "Audits."

GP-11 LAWS AND REGULATIONS

Contractor shall comply with all applicable local, State of Washington, and Federal laws, rules and regulations, and shall obtain all permits required for any of the Work to be performed. Contractor shall procure and pay for all permits



and inspections required for any of the Work performed and shall furnish any bonds, security or deposits required to permit performance of the Work.

While performing Work on an Energy Northwest controlled site, the Contractor shall comply with Energy Northwest's project site safety, health, security and other procedures and regulations.

Where applicable, Contractor shall comply with the National Occupational Safety and Health Act (OSHA) and the Washington Industrial Safety and Health Act (WISHA).

In addition to the above requirements, the following laws and executive orders establish minimum requirements for affirmative action and fair employment practices that the Contractor must meet: Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, Americans with Disability Act Amendment Act of 2008, the Civil Rights Act of 1991, Executive Order 11246, and Executive Order 11375 Executive Order 13465 (Employment Eligibility Verification); and.

Contractor and subcontractor shall abide by the requirements of 41 CFR 60.741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

GP-12 TERMINATION

- 12.1 The Contracting Officer, by written notice, may terminate this Contract, in whole or in part for the following:
 - a. The convenience of Energy Northwest; or
 - b. The Contractor defaults upon any of its obligations pursuant to this Contract and fails to cure the default within 10 days (or such longer period approved in writing by the Contracting Officer) after receiving notice specifying the default. Default includes failure to make sufficient or timely progress in the Work.
- 12.2 The Contracting Officer shall notify the Contractor by delivering a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of Energy Northwest and the effective date.
- 12.3 Upon termination the Contractor shall, if required by the Contracting Officer:
 - a. Place no further subcontracts or orders, except as necessary to complete the scope of the Contract not terminated.
 - b. Cancel all subcontracts to the extent they relate to work terminated and, with prior approval of Energy Northwest, settle all related liabilities.
 - c. Assign to Energy Northwest, if directed by the Contracting Officer, all right, title and interest of the Contractor for parts, work in progress, and materials acquired for the work terminated; and all plans, drawings, reports, and other information or property relative to the work terminated which would have been required to be furnished to Energy Northwest.
- 12.4 If this Contract is terminated for convenience, an equitable adjustment shall be made pursuant to the following provisions:
 - a. Energy Northwest shall pay that portion of the contract price corresponding to completed work or services delivered and accepted.



- b. Costs associated with uncompleted work or services performed up to the date of termination will be paid, provided that no payments will exceed the amount that would have been paid had the work or services been completed.
 - c. With the prior approval of, or as directed by, the Contracting Officer, any costs that may continue for a reasonable time if necessary to effect an orderly termination will be paid.
- 12.5 If this Contract is terminated for default, the Contractor and its sureties shall be liable for any damages incurred by Energy Northwest as provided by law.
- 12.6 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the Rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Energy Northwest.
- 12.7 All cost records related to termination shall be subject to the provision of this Contract entitled "Audits."

GP-13 TECHNICAL REPRESENTATIVE

The Energy Northwest Technical Representative (TR) is responsible for monitoring and providing technical guidance during the performance of this Contract and should be contacted regarding questions or problems of a technical nature. The TR is also responsible for appropriate monitoring of the Contractor's representatives while on the Site. In no event, however, will an understanding or agreement, modification, change order, or any deviation from the terms of the Contract be effective or binding upon Energy Northwest unless formalized by the Energy Northwest Contracting Officer (CO) prior to any deviation from the terms of the Contract. On all matters that pertain to Contract terms, the Contractor shall contact the CO specified in the Contract Documents. When in the opinion of the Contractor, the TR requests or directs efforts outside the existing scope of the Contract Documents; the Contractor shall promptly notify the CO. The TR does not possess any explicit, apparent, or implied authority to modify the Contract Documents.

GP-14 CHANGES

- 14.1 The Contracting Officer may at any time, by written order, without notice to the surety or sureties, make any modification to the work within the general scope of the Contract. If such changes cause an increase or decrease in the cost of or the time required for performance of any of the Work under this Contract, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. No services or supplies for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of Energy Northwest.
- 14.2 Any claim for adjustment under this provision must be asserted in writing within twenty (20) days from the date of receipt by the Contractor of the notification of change, unless the Contracting Officer grants a further period of time before the date of final payment under the Contract. Costs claimed under this provision shall be subject to the provision of this Contract entitled "Audits."
- 14.3 The Contractor shall continue to perform the Work, including any modifications, despite any failure to agree on the resultant adjustment in price or time, unless otherwise directed by the Contracting Officer. Failure to agree to any such adjustment shall be a dispute under the Contract provision entitled "Disputes."

GP-15 DISPUTES

- 15.1 Energy Northwest and the Contractor shall attempt to resolve all disputes by good faith negotiations within 30 days of notice of the dispute. If after those good faith negotiations, disputes shall remain between the parties, resolution of such dispute shall be by litigation. The Contractor hereby consents to and stipulates to the personal jurisdiction and venue of the appropriate courts in the State of Washington in any litigation brought under this provision.



- 15.2 Notwithstanding any dispute or litigation between the Contractor and Energy Northwest, the Contractor shall proceed diligently with the performance of the work required by the contract as directed by Energy Northwest.

GP-16 AUDITS

The Contractor shall, during the life of this Contract and for a period of three (3) years after issuance by Energy Northwest of a notice of completion of the contract, retain accurate books, records and original documentation (or to the extent approved by Energy Northwest, photographs, microphotographs, or other authentic reproductions) which shall be freely disclosed to Energy Northwest, its representatives, the Washington State Auditor, and the Bonneville Power Administration, to permit verification of performance and entitlement to any payments under this Contract :

- a. Based in whole or in part on the Contractor's reimbursable or claimed costs or fees. Such costs or fees must be allocable to this Contract, reasonable, and allowable in accordance with Energy Northwest "Cost Principles" in effect at Contract award.
- b. Based in whole or in part on extension of contract unit prices. Delivery of units shall be subject to verification.

GP-17 PAYMENTS

- 17.1 The Contractor shall be paid undisputed portions of Contractor's invoices, upon the satisfactory performance of the Work, or a portion thereof, submission of proper invoices and supporting documentation as specified in the Contract Documents less deductions if any as provided in the Contract Documents.
- 17.2 The Contractor's invoice shall reference this Contract number and releases, if any. The invoice shall be itemized and supported by proper documentation in accordance with the Contract provisions. Invoices are to be e-mailed directly to accountspayable@energy-northwest.com and the Contracting Officer.

Incomplete or improper invoices will be returned to the Contractor.

In lieu of sending by e-mail, invoices may be submitted by mail to:

Energy Northwest
Attention: Accounts Payable M/D PE55
PO Box 968
Richland, WA 99352

- 17.3 Payments will be made by Energy Northwest within approximately thirty (30) days after receipt of proper invoices and documentation.

GP-18 RETENTION

Pursuant to RCW 60.28., all payments made under this Contract shall have a sum retained equal to five percent (5%) of the approved invoiced amount. Subject to the provisions of RCW 39.12 and 60.28, upon Contractor's request, Energy Northwest may reduce the retainage to one hundred percent (100%) of the value of Work remaining on the Contract. With the consent of Energy Northwest, the Contractor may submit a bond for all or any portion of the amount of funds retained in a form acceptable to Energy Northwest.



GP-19 TAXES

Except for the Washington State Retail Sales Tax as may be levied upon the contract price, the contract price includes and the Contractor shall have the full exclusive liability for the payment of:

- 19.1 All taxes and assessments imposed by or required under any taxing authority including, without limitation, Washington Business and Occupation Taxes, all gross receipts or other taxes levied with respect to materials or items furnished or work performed by the Contractor and its Subcontractors and
- 19.2 Taxes and assessments for unemployment insurance, old age benefits, annuities, social security, disability benefits, or other taxes which are in whole or in part measured by or based upon the wages, salaries or other remuneration paid to persons employed by the Contractor or its Subcontractors on work under this contract.

If a Washington State Retail Sales Tax is imposed on this Contract, and the Contractor obtains a Certificate of Registration from the Washington State Department of Revenue, the Contractor shall provide evidence of such registration to Energy Northwest prior to receipt of any payments under the Contract. The Contractor shall then invoice and collect from Energy Northwest the applicable tax, and shall remit the same to the Washington State Department of Revenue.

GP-20 NOTICES

Any notice required to be given by either party under this Contract shall be reduced to writing and shall be given by depositing in the U.S. Mail (or commercial delivery service) prepaid to the address of Energy Northwest or the Contractor, respectively, and shall be effective on the date of mailing or dispatch as shown by the postmark or shipper document, or shall be given in writing served on an officer of the Contractor or the designated Contracting Officer.

GP-21 TITLE AND RISK OF LOSS

- 21.1 Unless this Contract specifically provides otherwise, title to materials, equipment and supplies covered by this contract shall pass to Energy Northwest upon its final acceptance thereof, regardless of when or where Energy Northwest takes physical possession.
- 21.2 Unless this Contract specifically provides otherwise, risk of loss for materials, equipment, and supplies shall remain with the Contractor until delivery at the destination specified in this Contract and acceptance by Energy Northwest.
- 21.3 The risk of loss of or damage to supplies which do not conform to the specifications in the Contract Documents shall remain with the Contractor.
- 21.4 The Contractor warrants that it has good and sufficient title to all Work, materials, free and clear of all liens, claims, security interests and encumbrances, upon application for payment or payment by Energy Northwest, whether such are incorporated into the Work or not. Final payment under this Contract shall not be due and payable until the Contractor has delivered to Energy Northwest:
 - a. A complete release of all liens arising out of this Contract, or
 - b. Certified copies of receipts in full covering all labor and materials for which a lien could be filed.
- 21.5 The Contractor shall immediately pay and discharge, or shall provide security sufficient and satisfactory in itself to pay and discharge any obligation or alleged obligation that it or any of its employees, Subcontractors, suppliers or others may have with respect to which a lien or right of



any kind is established, or is attempted to be established, upon or against work or real property of Energy Northwest upon which the work is situated.

GP-22 WARRANTY

- 22.1 In addition to any rights provided by law or any other provisions of this Contract, the Contractor warrants that all materials, equipment or supplies furnished and all work performed under this Contract will be new, of the specified quality, not previously used (except as provided in the Contract Documents), free from faults and defects, free from faulty design, and of sufficient size and capacity and of proper materials to meet in all respects the requirements of the Contract and the operating conditions specified.
- 22.2 At no cost to Energy Northwest, the Contractor shall obtain for the benefit of Energy Northwest all standard warranties of subcontractors, suppliers and manufacturers of all materials, equipment or supplies manufactured, furnished or installed, or of work performed by them, and such warranties shall be in addition to the warranties set forth above. Original copies of these warranties shall be furnished to Energy Northwest. Contractor shall also furnish Energy Northwest with maintenance manuals and operating instructions for all equipment.
- 22.3 Energy Northwest shall provide the Contractor a written notice within a reasonable time after discovery of any failure, defect or damage. The Contractor, at its own expense, shall promptly repair or replace all such materials, equipment or supplies, or work which fails to conform to the aforesaid warranties in any respect if such failure is discovered within one (1) year of acceptance. The warranty covering any part of the materials, equipment or supplies, or work that shall be repaired or replaced by the Contractor under the above conditions shall be reinstated for a period of one (1) year from and after said repair or replacement.

GP-23 ASSIGNMENT AND SET OFF

- 23.1 Notwithstanding anything to the contrary in this Contract, Contractor shall not assign this Contract, or any part thereof, without prior written consent of Energy Northwest. The assignment by the Contractor of this Contract or any interest therein, or of any monies due or by reason of the terms hereof, without written consent of Energy Northwest, shall be void.
- 23.2 Energy Northwest shall be entitled at any time to set off against any amount payable to Contractor in connection with this Contract any amount owed or allegedly owed by the Contractor to Energy Northwest arising from any transaction between the Contractor and Energy Northwest.
- 23.3 This Contract may be assigned by Energy Northwest in its entirety to another organization for project management purposes. All rights and responsibilities of Energy Northwest shall then vest in the organization to which this Contract is assigned. The Contractor shall prosecute the work as set forth herein without additional compensation or change to the period of performance as a result of this assignment. Any such assignment shall be evidenced by a unilateral modification to this Contract.

GP-24 SAFETY, HEALTH AND FIRE PROTECTION

- 24.1 While performing on a Energy Northwest site, the contractor shall take all reasonable precautions in the performance of work under this Contract to protect the health and safety of employees and members of the public, and to minimize danger from all hazards to life and property, and shall comply with all site regulations of Energy Northwest.
- 24.2 Contractor is an independent contractor, and is solely and completely responsible for conditions on the job site, including safety of all persons and property during the performance of the work. This requirement applies continuously and is not confined to normal working hours. This includes responsibility for safety precautions for the benefit of its own employees and employees of its



subcontractors and representatives and for safety precautions for the benefit of other site contractor employees in common work areas, where applicable. The Contractor is solely responsible for complete, sufficient and competent supervision of its employees.

- 24.3 Visits to the work site and observations by Energy Northwest shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract, and shall not relieve the Contractor of its full responsibility for all work means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the work and for all safety precautions incidental thereto.
- 24.4 The required and/or implied duty of Energy Northwest to conduct any review of the Contractor's performance does not, and is not intended to; include review of the adequacy of the Contractor's safety measures in, on or near the Work site.
- 24.5 In the event Contractor employees are injured while performing work at an Energy Northwest controlled site, Contractor shall promptly report all such injuries to the Energy Northwest Technical Representative. All reported injuries are subject to review by Energy Northwest senior management.

GP-25 FITNESS FOR DUTY (May 2009)

CONTRACTOR/VENDOR HEREBY ACKNOWLEDGES THAT IT ACCEPTS THE REQUIREMENTS OF THIS FITNESS FOR DUTY PROGRAM AND THAT CONTRACTOR/VENDOR EMPLOYEES HAVE BEEN INFORMED OF ENERGY NORTHWEST'S POLICIES AND REGULATIONS.

- 25.1 Contractor/Vendor employees are expected to:
 - a) Report for work and at all times while they are on the job be fit for duty;
 - b) Not be under the influence of any alcoholic beverage;
 - c) Not be under the influence of any controlled substance, except as prescribed by a physician, so long as the performance or safety of the work is not affected thereby.

Such employees who are found to be unfit for duty shall be removed from Energy Northwest facilities and their Prox Card retrieved.

Persons having been denied access or removed from activities at any nuclear power plant for violations of a Fitness for Duty policy will not be assigned to work at Energy Northwest facilities without the knowledge and consent of Energy Northwest.

- 25.2 In order to ensure that Energy Northwest facilities remain free from the effects of alcohol or drug use, access shall be denied to any agency, contractor, vendor or their employee who, while on Energy Northwest facilities:
 - a) Unlawfully possesses/uses or is under the influence of drugs or alcohol; (Possession of drugs and or alcohol within Energy Northwest Security Defined Owner Controlled property is a violation of Benton County Ordinance 225 and the individual is subject to arrest by local law enforcement.)
 - b) is determined, as a result of observations and/or chemical testing, to be unfit for duty;
 - c) is determined, as a result of chemical testing, to have a confirmed level of drugs or alcohol in their systems; or
 - d) Refuses to submit to any test required in .3 utilized to determine the presence of drugs or alcohol in their systems.



- 25.3 In accordance with 10 CFR Part 26, Fitness-for-Duty Programs, Contractors/Vendors whose employees have unescorted access to Energy Northwest Columbia Generating Station protected areas, or are assigned to the Technical Support Center, or the Emergency Operations Facility, shall establish as policy that their employees are subject to:
- a) Chemical testing, to include a breath test for alcohol, conducted by Energy Northwest as a condition of assignment within 30 days prior to granting of the unescorted access. Positive results shall be grounds for disqualification from employment/access on Energy Northwest facilities as specified in 10 CFR Part 26. Medical certification shall be required before reconsideration for employment/access on Energy Northwest property;
 - b) Chemical testing for cause following any observed behavior indicating possible drug/substance or alcohol abuse. Examples of reasonable cause may include, but are not limited to the following:
 - 1. Documentation of unsatisfactory performance.
 - 2. Sleeping or appearing to sleep on the job;
 - 3. Fights (meaning physical contact) or assaults;
 - 4. Flagrant violations of established safety, security or other operating procedures;
 - 5. Physical symptoms consistent with substance abuse;
 - 6. Evidence of illegal substance use, possession, sale or delivery; and
 - 7. Credible information that an individual is abusing drugs or alcohol; and
 - 8. Displays of aberrant behavior, or if a person is reasonably believed to be a risk to health, safety or Energy Northwest operations.
 - c) Unannounced chemical tests imposed in a random manner.

25.4 Contractors/Vendors whose employees are:

- a) Assigned to other Energy Northwest facilities for a 5 day or longer period and/or
- b) Issued resident visitor badges to such other Energy Northwest facilities shall be initially drug/alcohol tested.

Energy Northwest is responsible to the Nuclear Regulatory Commission for maintaining an effective Fitness for Duty Program in accordance with 10 CFR Part 26.

25.5 Contractors/Vendors shall comply with Energy Northwest rules, regulations, and policies regarding Fitness for Duty, to include supervisory and employee training on Fitness for Duty requirements. Contractors/Vendors shall take appropriate action, to include removal of employees from Energy Northwest facilities, in those cases where employees are found to be in violation of the Fitness for Duty policy.

- a) Employees on Energy Northwest facilities are required to report to their supervisor when they are taking any prescription, over-the-counter, or other medication or substances which may impair their abilities to function safely on the job.
- b) Employees are prohibited from consumption of alcohol within a minimum abstinence period of five hours preceding any scheduled work tour on Energy Northwest facilities, however must report for work "fit for duty"
- c) Employees called in to perform an unscheduled work tour must inform their supervisor if alcohol has been consumed within the preceding five hours. If alcohol was consumed, a determination must be made by the supervisor as to the employee's fitness for duty. Consumption of alcohol during the abstinence period does not by itself preclude use of individuals needed to respond to an emergency.
- d) No alcohol or controlled substances are permitted within Energy Northwest Security Defined, Owner Controlled Area, to include employees vehicles. Employees found to be in possession



of illegal drugs or alcohol within the Energy Northwest Security Defined, Owner Controlled Area shall be subject to arrest by local law enforcement authorities and or disciplinary action up to and including removal from the facilities.

- e) Employees found intoxicated or under the influence of a drug/substance by a confirmed positive test shall be removed from the facilities for the time period specified in 10 CFR Part 26. Contractors/Vendors shall provide medical certification prior to requesting reinstatement of an employee's access to Energy Northwest facilities. Any reinstated employee shall be subject to follow-up chemical testing. Any subsequent confirmed positive test shall result in removal for a minimum of three years.
- f) Employees found to be involved in the sale, use, or possession of illegal drugs/substances or alcohol within the protected area of Columbia Generating Station shall be subject to arrest and removed and not granted unescorted access for a minimum of five years from the date of removal.
- g) Refusal to provide a specimen for testing required in Paragraph .3 above, sample tampering and substitution; and resignation prior to removal for violation of the FFD Policy shall be grounds for disqualification from entry to or removal from Energy Northwest facilities for three years.
- h) Employees shall be notified of any disciplinary actions taken as a result of this policy, and the basis for such actions. Any employee appeal shall be handled in accordance with Energy Northwest's Fitness for Duty policy.
- i) Supervisors/Managers who knowingly disregard the requirements of the Fitness for Duty policy shall be subject to removal from Energy Northwest facilities.
- j) Duly authorized representatives of the Nuclear Regulatory Commission may inspect, copy, or take away copies of contractor's or vendor's documents, records, and reports related to implementation of the contractor's or vendor's Fitness for Duty program under the scope of the contracted activities.

Recent changes to 10CFR26 Subpart I has expanded the definition of Fitness for Duty to include being rested enough to perform work safely and error free. All workers with unescorted access to the protected area must comply with Columbia Generating Station Procedure SWP-FFD-03 (Fatigue Management). All workers will be subject to Fatigue Assessment's, conducted by Columbia Generating Station personnel who are trained and qualified as Fatigue Assessors. The following conditions require a Fatigue Assessment:

- a) For Cause – A fatigue assessment must be conducted in response to an observed condition of impaired individual alertness creating a reasonable suspicion that an individual is not fit to safely and competently perform their duties.
- b) Self-declaration – A fatigue assessment must be conducted in response to an individual's self-declaration to his or her supervisor that they are not fit to safely and competently perform their duties.
- c) Post-event – A fatigue assessment must be conducted in response to events requiring post-event drug and alcohol testing.
- d) Follow-up – Individual returns to work within 10 hours of a for cause fatigue assessment, or sent home after self declaring.

Contractor/Vendor understands that failure to provide the personnel required by this Contract adversely impacts Energy Northwest. Therefore, in the event that a Contractor/Vendor employee(s) is denied access to Energy Northwest facilities for failure to pass chemical testing, or is otherwise found to be in violation of the Fitness for Duty Policy set forth herein, Contractor/Vendor agrees that Energy Northwest may assess, not as a penalty, and in addition to any other remedies provided by law, liquidated damages against the Contractor/Vendor in an



amount of \$100 per day for each employee that is denied access and is thereafter not replaced by an equally qualified employee. Energy Northwest may, in its sole determination, waive the foregoing liquidated damages requirement.

GP-26 SECURITY (May 2009)

The Contractor, its subcontractors, and their employees shall comply with Energy Northwest security requirements for Columbia Generating Station and other Energy Northwest property and facilities. **THE FOLLOWING ITEMS ARE STRICTLY PROHIBITED ON ENERGY NORTHWEST PROPERTY: ALCOHOLIC SUBSTANCES, CONTROLLED SUBSTANCES, FIREARMS, AMMUNITION AND EXPLOSIVES. FAILURE TO OBSERVE THESE RESTRICTIONS AT COLUMBIA GENERATING STATION IS A VIOLATION OF BENTON COUNTY ORDINANCES AND MAY BE CAUSE FOR ARREST AND/OR CIVIL PENALTY.** In addition, the following general security requirements shall apply to all contractors whose personnel will require unescorted access to Columbia Generating Station or access to Safeguards Information:

- 26.1 Unless specified elsewhere, Energy Northwest, at its own cost, will conduct a complete background investigation (in accordance with Title 10 of the Code of Federal Regulations, 10CFR 73.56, NEI 03-01, Nuclear Power Plant Access Authorization Program) covering the latest three (3) year period for each employee. The employee shall be required to complete a Personal History Questionnaire. The investigation shall include:
- a) Verification of true identity,
 - b) Past employment (includes Fitness for Duty suitable inquiries and employment/unemployment for the past three (3) years),
 - c) Periods of unemployment 30 days or over,
 - d) Criminal history record (accomplished by sending fingerprint information to the NRC/FBI),
 - e) Credit history,
 - f) Verify education in lieu of employment in the last five (5) years,
 - g) Verify military history as employment for the last three (3) years,
 - h) A psychological evaluation.

Unescorted access authorization will not be granted until all elements of the unescorted access authorization program have been successfully completed and the completed file has been reviewed and approved by an Energy Northwest Reviewing Official.

Contractor or Subcontractor employees who are granted unescorted access authorizations shall be subject to Energy Northwest's Behavior Observation Program. The Behavioral Observation Program provides for management/supervisory personnel responsibility for observing personnel for behavioral traits and patterns that may reflect adversely on their trustworthiness or reliability and reporting those observations to Energy Northwest management. Individuals with unescorted access authorization must be notified of their responsibility to report any arrest to Energy Northwest Access Authorization Lead or Security Support Supervisor as well as their own supervisor.

- 26.2 If required by the contract, the contractor shall develop procedures for a Behavioral Observation Program for reporting observed aberrant behavior to Energy Northwest management.
- 26.3 Energy Northwest may provide background screening for Contractor personnel, at its sole discretion, depending upon the nature and duration of the Contract and number of persons assigned.



- 26.4 All persons requiring unescorted access to Columbia Generating Station shall complete all Plant Access Training requirements, presented by Energy Northwest as part of the facility orientation and radiological training program.
- 26.5 All persons requiring access to Columbia Generating Station shall receive a photo identification Prox Card as part of the Columbia Generating Station access control system. The Prox Card shall be worn visibly at all times within the Columbia Generating Station. The Contractor shall be responsible for replacement cost of lost Prox cards.
- 26.6 All persons requiring access to Columbia Generating Station shall be required to adhere to the Fitness for Duty program and shall submit to chemical testing in the form of breath alcohol testing and urine analysis prior to assignment. A positive test result for drugs/controlled substances or alcohol shall result in denial of access to Energy Northwest facilities.
- 26.7 The Contractor shall provide notification to Energy Northwest when persons granted access are terminated or no longer require access. Notification shall be provided to Energy Northwest Access Authorization Office, no later than 48 hours prior to the effective date that access is being terminated. Notifications for "For Cause" and impromptu terminations of employment shall be made at the time they occur.

The following security requirement shall apply to all contractors whose personnel will require unescorted access to Columbia Generating Station, or who will require access to Safeguards Information:

- 26.8 Personally owned vehicles are not permitted in the Columbia Generating Station protected area.

GP-27 MATERIALS AND EQUIPMENT

The Contractor shall furnish, and shall pay in full for all construction prior to final acceptance by Energy Northwest. All materials and equipment furnished shall be new and not previously used. If requested by Energy Northwest, the Contractor shall provide satisfactory evidence of the kind and quality of equipment and materials to be furnished by submission of any required samples at the Contractor's cost. Contractor shall furnish Energy Northwest with maintenance manuals and operating instructions for all equipment.

GP-28 EXCAVATION AND PROTECTION OF PROPERTY

- 28.1 An Excavation Permit request must be submitted by the Contractor and approved by Energy Northwest for any planned disturbance of the ground (digging, drilling, grading, trenching, etc.). The request shall be submitted through Energy Northwest's designated Technical Representative and approved by supporting facilities or plant technical organization.
- 28.2 Excavations within five (5) feet of known underground utilities shall be controlled by hand digging or other means as appropriate to assure that no damage is done to utilities. Unless otherwise stated, excavation shall be as directed by the Technical Representative. Existing underground utilities exposed during excavation shall be protected as required and prudent to prevent exposure damage.
- 28.3 The Contractor shall immediately notify the Technical Representative of any underground utility conditions encountered during excavation that are not shown on the contract drawings or by ground markings, or which are incorrectly located. Neither the Contractor nor its Subcontractors shall proceed at that location until directed to do so by the Technical Representative.
- 28.4 The Contractor will protect from damage all public and private property, including all known existing improvements or utilities at or near the work, and will be responsible for repair or restoration of any damage to such property caused by the Contract, or by any of its Subcontractors, or by any workmen directly or indirectly employed by either of them, or by their neglect to provide proper protection. Damaged communications utilities shall be repaired only by Energy Northwest, at the expense of the Contractor. If the Contractor fails or refuses to repair any such damage promptly,



Energy Northwest may have the necessary work performed and charge the cost thereof to the Contractor.

GP-29 TOBACCO CONSUMPTION/USE

Energy Northwest prohibits tobacco use including, but not limited to, inhaling, exhaling, or chewing any tobacco product or carrying any burning tobacco product, on Energy Northwest owned or controlled property. The Contractor, its employees and subcontractors shall comply with the following procedure (GIH 4.2.4). Failure to comply could result in suspension of work, removal from the site, and/or monetary fines.

- 29.1 Tobacco use is not permitted in Energy Northwest owned or leased buildings, Energy Northwest vehicles, equipment or machinery.
- 29.2 Tobacco use is not permitted in outdoor area, including but not limited to, entryways, parking lots and pathways.
- 29.3 Tobacco use is not permitted in Contractor's, its employee's or subcontractor's vehicles while they are located on Energy Northwest property.

GP-30 PROJECT MANAGEMENT STATUS AND COST REPORTING

Contractor may be required to submit project status and cost reports and/or enter project cost information directly into Energy Northwest databases as specified by Energy Northwest. The format and frequency of such cost reports shall be as specified by Energy Northwest and may include labor hours and labor costs, material costs, travel and living costs and other costs as required.

GP-31 ENVIRONMENTAL PROGRAM REQUIREMENTS

Energy Northwest has an Environmental Stewardship Policy that states Energy Northwest will be a responsible steward of the environment, protecting it for current and future generations. In support of this commitment, Energy Northwest expects its contractors and vendors to fully comply with all applicable Federal, State and local laws and conform with Energy Northwest environmental requirements. In performing work under this contract, the Contractor shall perform work in a manner that ensures adequate protection for Energy Northwest, Contractor and Subcontractor employees, the public, and the environment. The Contractor shall exercise a degree of care commensurate with the work and associated hazards. The Contractor shall ensure that environmental, safety, and health functions are an integral part of the Contractor's work planning and execution processes. Emphasis should be on designing the work and/or controls to reduce or eliminate hazards and to prevent accidents and unplanned releases or exposures. In the performance of the work, the Contractor shall ensure that:

- a) Personnel possess the experience, knowledge, skills, and abilities necessary to discharge their responsibilities.
- b) Before work is performed, associated
- c) Hazards are evaluated and administrative and engineering controls are prepared to prevent and mitigate potential hazards.

Contractor is responsible for ensuring that best management practices and the highest standards of good housekeeping that will prevent and or minimize the risk of upsets and spills are followed at all times. If the Contractor causes or is responsible in any way for a spill or release of hazardous materials or petroleum products on Energy Northwest property, Contractor shall take appropriate and timely corrective action as directed by Energy Northwest. If the Contractor fails or refuses to correct the spill or release of hazardous materials or petroleum products on Energy Northwest property, Energy Northwest may perform, or cause to be performed, the necessary corrective work and unilaterally charge the Contractor for the cost thereof. Such charges shall be deducted from payments otherwise due the Contractor under this contract. The Contractor shall not be entitled to an extension of time, or additional cost or fee, or damages by reason of, or in connection with, any corrective action or any work stoppage caused by a spill or



release of hazardous materials or petroleum products on Energy Northwest property. The Contractor is responsible for Subcontractor compliance with the environmental requirements of this contract. The Contractor shall include a clause substantially the same as this clause in lower-tier subcontracts involving complex or hazardous work (including work that can potentially impact the environment). Such subcontracts shall provide for the right to stop work.

GP-32 RESTRICTIONS ON THE USE OF FORMER ENERGY NORTHWEST EMPLOYEES

The Contractor agrees not to utilize former Energy Northwest employees in the performance of work under this contract. Any exception to this provision must be approved in writing by the Contracting Officer.

GP-33 RESTRICTIONS ON THE USE OF ENERGY NORTHWEST NAME, LOGO OR SERVICE MARKS

The Contractor is strictly prohibited from using the name, logo or any service marks of Energy Northwest in any advertising or any communication in any medium whatsoever or in any other manner without the prior express written consent of Energy Northwest. Such requests shall be submitted to the Contracting Officer and shall be granted, if at all, at the sole discretion of Energy Northwest.

GP-34 EMPLOYEE CONCERNS PROGRAM (MAY 2009)

- 34.1 Energy Northwest is committed to the safe operation of its projects and to maintaining a safety conscious work environment (SCWE) in which Energy Northwest and Contractor employees feel free to raise any concerns to Energy Northwest and nuclear concerns to the Nuclear Regulatory Commission (NRC). Energy Northwest has implemented a program and procedure for reporting and resolving Energy Northwest and Contractor employee concerns through its Employee Concerns Program (ECP). This ECP is consistent with and expands the NRC regulation that prohibits a Commission Licensee, or a Contractor or Subcontractor of a Licensee, from discriminating against any employee who raises a Nuclear Safety issue under Section 211 of the Energy Reorganization Act of 1972 (ERA), as amended, 42 USC 5851, and NRC Regulation, Title 10, Code of Federal Regulations (CFR), Subsection 50.7. The consequences for non-compliance are implemented by Subsection 50.5.
- 34.2 The ECP applies to and may be used by any and all Energy Northwest, Contractor and subcontractor personnel to report any concern including, but not limited to, concerns regarding nuclear safety, industrial safety, radiological safety, quality, environmental safety, personnel, legal, financial, security and fitness-for-duty.
- 34.3 ECP training of Contractor and Subcontractor personnel working at Energy Northwest will be conducted by Energy Northwest as part of the General Employee Training. Contractor and Subcontractor personnel who wish to contact Energy Northwest's Employee Concerns Program directly shall be provided the opportunity to do so. Personnel may call Energy Northwest at (800) 468-6883, extensions 8377 or 8159, or send information via facsimile to (509) 377-8786, or via Internet e-mail to ECP@energy-northwest.com.
- 34.4 As a Contractor or Subcontractor with personnel performing Work for Energy Northwest, you must immediately notify Energy Northwest (A) of concerns about Nuclear Safety raised by individuals in your employ or your subcontractors' employ related to work covered by this Contract when (1) Contractor notifies the U.S. Nuclear Regulatory Commission of such concern or (2) Contractor's senior management (i.e., General Manager or higher) becomes aware that such individual has raised such concern to the NRC, and (B) within ten working days after Contractor's/Subcontractor's senior management (i.e., General Manager or higher) becomes aware of any claim of harassment or discrimination associated with the raising of Nuclear Safety Issues. In the event such an allegation is made, you are required to conduct a thorough and prompt investigation of the concern or claim and advise Energy Northwest of the findings, conclusions, and actions planned to resolve the matter to the extent such information is not considered by contractor/subcontractor as subject to an employee's privacy rights or the attorney-client privilege or attorney work product. Energy



Northwest may elect to perform an independent investigation and/or review to ascertain that appropriate action is being taken by the contractor or subcontractor to resolve the matter.

Nuclear Safety Issues may include actual or potential;

- Issues affecting personnel radiological safety, quality, and safe reliable operation of Energy Northwest licensed nuclear sites;
- Violations by Energy Northwest employees, contractors or subcontractors personnel, of licensed conditions, technical specifications, NRC rules or regulations, or the provisions of the Atomic Energy Act or Energy Reorganization Act;
- Allegations of harassment or other forms of discrimination resulting from raising a Nuclear Safety Issue.

GP-35 EXPORT CONTROL CLAUSE

The Parties agree not to disclose, transfer, export, or re-export, directly or indirectly, any and all products, materials or information resulting from the performance of this contract, including but not limited to proprietary information, technology, materials, equipment, spare parts, services, deliverables, training, training materials, software and other export controlled items furnished hereunder, or any direct products or technology resulting therefrom ("Items") to any country, natural person or entity, except in accordance with applicable United States (U.S.) export control laws and regulations (Applicable Export Laws). To assure compliance with the Applicable Export Laws of the U.S. Government, including but not limited to the Export Control Act, and the Atomic Energy Act of 1954 (as amended), 10 C.F.R Part 810 (U.S Code of Federal Regulations), 10 C.F.R. Part 110, 15 C.F.R. 30 et seq., and the U.S. Department of Treasury's sanctions programs and sanctions lists, the Parties shall not disclose, transfer, export, or re-export, directly or indirectly, any Item it receives hereunder without the prior written permission of the other Party, which may be contingent on additional U.S. Government and other applicable government approvals. The Parties shall fully comply with all such Applicable Export Laws with regards to the Items it receives hereunder and shall cooperate in good faith with the reasonable requests of the other Party made for purposes of its compliance with such laws and regulations. Notwithstanding any other provisions in this Agreement, the obligations set forth in this GP-35 shall survive so long as the relevant Applicable Export Laws are in effect.