

FLUOR IDAHO, LLC

SPECIAL PROVISIONS FOR ON-SITE SERVICES

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1. DEFINITIONS

As used throughout the Subcontract, except in articles incorporated by reference and where otherwise indicated, the following terms will apply:

- (a) "Government" means the United States of America or any duly authorized representative thereof.
- (b) "DOE" means the United States Department of Energy.
- (c) "Company" means Fluor Idaho, LLC, the party issuing this Subcontract.
- (d) "Subcontractor" means the party to whom this Subcontract is awarded.
- (e) "Lower-tier Subcontractor" means any party entering into an agreement with Subcontractor or any other party who has entered into a contract with Subcontractor, for the furnishing of supplies or services required for performance of the Subcontract.
- (f) "Subcontract Technical Representative (STR)" means the individuals identified in the Subcontract as the duly authorized representative of Company for overseeing Subcontractor work activities.
- (g) "Contracting Officer" or "Subcontract Administrator (SCA)" means the duly authorized representative of Company who will administer the Subcontract.
- (h) "INL" means the Idaho National Laboratory located approximately 50 miles west of Idaho Falls, Idaho, exclusive of the Naval Reactors Facility.
- (i) "ICP" means the Idaho Cleanup Project
- (j) "Main Guard Post" means building B-27-603 at the INL main entrance.

2. CONDITIONS AND RISK OF WORK

Subcontractor represents that, to the extent necessary to perform the Work, he has examined and acquainted himself with the conditions relevant to the Work, the plant site, and its surroundings, and Subcontractor assumes the risk of such conditions and will fully complete the Work for the stated Subcontract Price. Except for items and information which Company is expressly obligated under this Subcontract to furnish to Subcontractor, information on the plant site and local conditions at such site furnished by Company or Owner is not guaranteed by Company or Owner and is furnished only for the convenience of Subcontractor.

3. SAFETY AND HEALTH LAWS AND REGULATIONS

- (a) Subcontractor shall take necessary safety and other precautions to protect property, the environment and persons from damage, injury or illness arising out of the performance of the Work. Subcontractor shall comply strictly with local, municipal, provincial, state and national laws, plans, orders and regulations pertaining to health, safety and environmental protection which are applicable to Subcontractor Lower Tier Subcontractor or to the Work, including without limitation the Occupational Safety and Health Act, and Subcontractor warrants the materials, equipment and facilities, whether temporary or permanent, furnished by Subcontractor in connection with the performance of the Work shall comply therewith. At all times while any of Subcontractor's employees, agents or subcontractors are on Owner's or Company's premises, Subcontractor shall be solely responsible for ensuring that they comply with the safety, health, and environmental protection rules of Owner, Company and Subcontractor applicable to the premises, and that all its employees, agents and subcontractors have a safe place of work on the premises of Owner or Company. Subcontractor shall inspect the places where its employees, agents or subcontractors are or may be present on Owner's or Company's premises and shall promptly take action to correct conditions which are or may become an unsafe place of employment for them.
- (b) Accidents, injuries and illnesses, damage to property, fires, spills, releases, and other incidents, circumstances and near misses affecting property, the environment, health, or safety shall be promptly reported to Company at the time of the incident or observation. Written reports, satisfactory in form and content to Company shall be submitted by Subcontractor within forty-eight (48) hours after each incident or observation.
- (c) Subcontractor shall maintain, in form and content approved by Company, jobsite accident, injury and illness statistics which shall be available for inspection by, and submitted to, Company upon its written request.
- (d) Subcontractor shall keep Company's and Owner's premises and the vicinity thereof clean and free of any debris and rubbish caused by the Work and on completion of the Work, shall leave such premises clean and ready for use. Areas used for the purposes of material/equipment lay-down, temporary facilities, storage and the like shall be restored to the condition existing prior to Subcontractor's occupation.
- (e) In the event that the Subcontractor fails to comply with these regulations and requirements, Company may without prejudice to any other legal or contractual right of the Company, issue an 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 Company. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such stoppage.

4. SCHEDULE, COORDINATION AND REPORTING

- (a) Company will schedule and coordinate Subcontractor's performance of the Work with the work of others connected with the Work, and Subcontractor agrees to comply strictly with such scheduling and coordination. Subcontractor agrees that if the Work hereunder is performed under joint occupancy conditions on Owner's premises, Subcontractor will cooperate with Owner, Company and other subcontractors on Owner's premises so that the Work and the work of others connected with the Work will progress smoothly, with a minimum of delays, due to interference between various subcontractors on Owner's premises.
- (b) Subcontractor shall promptly submit to Company such schedules and reports pertaining to Subcontractor's performance of the Work, as may be required by this Subcontract.

5. SITE AND VEHICLE ACCESS REQUIREMENTS

- (a) Subcontractor's employees must be U.S. Citizens and shall attend INL Construction Employee Orientation prior to beginning work on site. This training includes Construction Orientation (Orange Card), INL Site Access Training, and General Employee Radiological Training (GERT). Radiological I and Radiological II training will be accepted as equivalents to GERT. Orange Card and GERT will be provided by the Company to Subcontractor employees in Idaho Falls (Monday-Friday) and at the INL Site Locations (Monday-Thursday). This training lasts 2 hours and shall be renewed annually.
- (b) In addition to the Site Access Training, site-specific access training may be required. Refer to the Purchase Order/Subcontract documents for these requirements.
- (c) Subcontractor shall only use established roadways, or use temporary roadways constructed by Subcontractor when and as authorized by Company. All temporary roadways shall be constructed and maintained by the Subcontractor. If temporary roads are constructed, they shall be removed by Subcontractor and the area returned to the original condition and shall meet the individual Storm Water Pollution Prevention Plan guidelines for the area (e.g., INTEC, TRA, or TAN) after completion of construction, unless otherwise approved by Company.
- (d) When materials are transported in prosecuting the work, the transporting vehicle shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State or Local law or regulation. When it is necessary to cross curbs or sidewalks, Subcontractor shall protect them from damage.
- (e) All vehicles, including job site trailers, shall be clearly marked with Subcontractor's name in one (1) inch (minimum) letters on each side of the vehicle. Signs shall have a professional appearance; magnetic signs are acceptable. This requirement applies to all areas of the Site, however, vehicles not complying shall be denied access into INTEC, RWMC, TRA, TAN and WROC. Under no circumstances, marked or otherwise, are privately owned vehicles permitted within the fenced areas of the various sites.
- (f) Subcontractor shall abide by the following regulations when operating vehicles on site:

- 1) Every vehicle operator shall possess a valid driver's license for the vehicle being.
- 2) All vehicles shall be regularly serviced and inspected to insure their safe operating condition.
- 3) Vehicles shall not be loaded so as to obscure the driver's view in any direction or to interfere with the safe operation of the vehicle. In the event that vision is obscured, a signalman shall be used to direct the vehicle movement. When a signalman is used, the primary responsibility for the safe operation of the vehicle remains with the operator.
- 4) No vehicle transporting personnel shall be moved until the operator has ascertained that all persons are seated and seat belts, if provided, are securely fastened. Riding in the back of pickup trucks is forbidden.
- 5) Motor vehicles shall be equipped according to their use with all pertinent safety equipment. Vehicles operating on INL roadways shall meet State and Federal requirements.
- 6) Operators shall perform a pre-operation and safety inspection to ensure that the vehicle is in safe operating condition in accordance with equipment manufacturer's recommendations.
- 7) Operator shall observe the posted speed limits.
- 8) Pedestrians always have the right-of-way and shall walk on the sidewalks whenever possible. Where sidewalks are not available, pedestrians shall walk on the left road shoulder facing traffic and shall stay/stand clear of moving vehicles.
- 9) All vehicle operators and pedestrians shall report unsafe vehicle or pedestrian conditions and/or accident near misses to Company.

6. PROHIBITED ARTICLES

Prohibited articles on the INL Site include:

- (a) Weapons/ammunition (e.g.) hunting rifles, hunting knives, boot knives, switchblades or any knives longer than 8" when opened)
- (b) Alcohol
- (c) Illegal drugs
- (d) Explosive devices
- (e) Other dangerous instrument or material likely to produce substantial injury or damage to persons or property (Title 10 Code of Federal Regulations 860.4)

Firearms, replica firearms, or personal protection devices (e.g., tear gas pepper spray, stun guns, knives with blades that exceed 4", etc.) used for personal protection or training purposes are **NOT** authorized on the INL Site without approval from the responsible Physical Security Officer and DOE-Idaho.

Packages, vehicles, and hand-carried items may be inspected to ensure compliance.

Accommodations for temporary storage of prohibited items are the responsibility of the Subcontractor and will not be provided within the boundaries of INL.

7. DRUG TESTING

- (a) The possession, use, manufacture, distribution or dispensation of any illegal drug or controlled substance is prohibited on Company's or Owner's property. In addition, Subcontractor personnel working on Company's or Owner's property are expected to report to work in proper condition and not under the influence of any controlled substance.
- (b) Subcontractor agrees to provide for Services on the property of Company or Owner, only those personnel who understand the requirement of this Article and who will comply.
- (c) Violation of this Article may, at Company's option, be deemed by Company to be a material breach of this Agreement and subject the Agreement to termination for default, as well as other remedies at contract, law, or equity.

8. PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS

- (a) Federal law provides for the protection of antiquities located on land owned or controlled by the U.S. Government. Antiquities include Indian graves or campsites, relics, and artifacts. The Subcontractor shall control the movements of its personnel and its lower-tier subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Subcontractor to report the existence of any antiquities so discovered.
- (b) The Subcontractor shall also preserve all vegetation except where such vegetation must be removed for survey or construction purposes. Further, all wildlife must be protected.
- (c) Except as required by or specifically provided for in other provisions of this subcontract, the Subcontractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of Company or its designee.
- (d) The Subcontractor shall comply with the National Historic Preservation Act and associated cultural resource laws and regulations, the DOE Historic Preservation Program and the programmatic agreement, including the Cultural Resource Management Plan, among DOE Idaho Operations Office, the Advisory Council on Historic Preservation and the State Historic Preservation Office (SHPO) regarding protection and management of cultural resources, including historic properties on the INL.

9. RADIOLOGICAL CONTROL REQUIREMENTS FOR SUBCONTRACTOR

Certain facilities at the INL are classified as Radiation Control Areas (RCA's). Where the Subcontract designates that the work shall be performed in an RCA, the following requirements apply:

- (a) Subcontractor shall provide a list to the STR of Subcontractor personnel performing work in radiation or Contaminated Areas (CA's) two (2) workdays prior to entrance of personnel into the areas. The list shall contain the personnel names, social and "S" numbers.
- (b) Subcontractor shall conduct its radiological control operations in accordance with the applicable radiological procedures, including the Radiological Control Information Management System (RCIMS), and all other restrictions established by Company.
- (c) Company's Radiological Control Technicians (RCT's) will assist in identifying and resolving radiological control problems. The RCT's will provide radiological surveillance over all construction activities and advise Company's STR on matters concerning radiation safety related to plant activities or conditions affecting the construction work
- (d) Company will provide the required radiological protective clothing and radiological respirators required by the Radiological Work Permit (RWP).
- (e) Subcontractor shall plan its work to minimize the transfer of equipment into and out of the RCA.

10. CONTAMINATED MATERIALS, TOOLS OR EQUIPMENT

- (a) Should Subcontractor's tools, materials, or equipment become contaminated, they will be decontaminated by Fluor Idaho prior to removal from the facility. Subcontractor shall allow a minimum 10 workdays for Fluor Idaho to accomplish decontamination.
- (b) If decontamination proves impracticable or impossible, the tools, material, or equipment in question will be retained by Fluor Idaho, a confiscation report completed and an equitable adjustment, with an allowance for overhead but no profit, will be negotiated with Subcontractor, or at Fluor Idaho's option, the tools will be replaced by Fluor Idaho. The tool/equipment reimbursement schedule will be applied as follows:
 - 1) Personal Clothing at 100% of replacement cost.
 - 2) Tools/Equipment valued less than \$1,000.00 at 95% of replacement cost.
 - 3) Tools/Equipment valued at \$1,000.00 or more, if less than one year old or at top of depreciation schedule, at 75% of replacement cost or if at the bottom of, or off, the depreciation schedule, at 50% of replacement cost.

11. PRESERVATION OF INDIVIDUAL OCCUPATIONAL RAD EXPOSURE RECORDS

Individual occupational radiation exposure records generated in the performance of work under the Subcontract shall be subject to inspection by Company and shall be preserved by Subcontractor until disposal is authorized by Company or, at the option of Subcontractor, delivered to Company upon completion or termination of the Subcontract. If Subcontractor exercises the foregoing option, title to such records shall vest in Company upon delivery.

12. COMPANY INSPECTION AND OVERSIGHT

- (a) Any duly authorized representative of Company retains the right to audit, assess, inspect, witness, or test all work or products associated with the performance of the Subcontract. Right of access to any and all Subcontractor jobsites and facilities, as well as all material and equipment supplier facilities, shall be afforded, at all reasonable times. Verification of work processes or product quality by Company in no way relieves Subcontractor of implementing a quality assurance and control system that complies with the Subcontract.

Should said Company activities reveal nonconforming work attributable to Subcontractor, Subcontractor shall reimburse Company for all expense associated with all additional inspection necessitated by the non-conformance and perform satisfactory reconstruction and or restoration at no cost to Company.

- (b) Company inspections are for the sole benefit of Company and do not:
- 1) Relieve Subcontractor of responsibility for damage or loss of, material before acceptance;
 - 2) Constitute or imply acceptance;
 - 3) Relieve Subcontractor of responsibility for compliant quality assurance and control; or
 - 4) Affect the rights/remedies of Company, or the Government, after acceptance of the work.
- (c) Conditions observed by Company which are adverse to quality, including unsatisfactory implementation of Subcontractor's quality assurance program or departure from the technical specification requirements, will be identified to Subcontractor for immediate resolution and corrective action. Subcontractor failure to resolve identified deficiencies may be cause for issuance of a Stop Work Order(s). Deficiency Reports and/or Stop Work Orders require a satisfactory evaluation from Subcontractor relative to the direct and root causes, the proposed remedy and delineation of measures taken to prevent recurrence.

13. WORK RULES

Subcontractor shall comply strictly with Company and Owner's rules governing the conduct of Subcontractor and Subcontractor's employees, agents and subcontractors at and about the jobsite. Subcontractor agrees that it shall ensure that its supervisory personnel, employees, agents and subcontractors at the jobsite comply strictly with such rules. Company and Owner reserve the right to, from time to time, revise any such rules, and Subcontractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

14. CLEANING UP (Derived from FAR 52.236-12)

The Subcontractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Subcontractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Company or Government. Upon completing the work, the Subcontractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Company.

15. ACCESS

Subcontractor personnel shall not be permitted unescorted access to any site facility without proper training and badging. The Subcontractor shall be responsible for compliance with all safety, health, security and other requirements of the project site. All work to be performed at the project site or off-site facilities will be in compliance with the Security requirements as specified within the subcontract.

16. WORKPLACE SUBSTANCE ABUSE PROGRAMS (Derived from DEAR 970-5224-4)

The Subcontractor shall submit its written Substance Abuse Program within thirty (30) calendar days after subcontract award for Company concurrence. This plan shall be compliant with the requirements of the Company Substance Abuse program. The plan shall be implemented within thirty (30) calendar days of receipt of the Company's written concurrence. Under the plan,

- (a) This clause is applicable when the statement of work involves professional, technical areas where there is more than one professional opinion, solution or direction significantly impacting programmatic missions, safety, health, or the environment. By accepting this subcontract, the Subcontractor agrees to participation in Company Differing Professional Opinions program pursuant to Department of Energy (DOE) Order (O) 442.2, *Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns*, issued on July 29, 2011. The Subcontractor will notify its employees quarterly of their right to utilize Company Differing Professional Opinion (DPO) Process.
- (b) This notification shall include at a minimum informing employees quarterly of the DPO process and that they have the right to report environment, safety, and health technical concerns that have not been resolved through routine work processes.
- (c) All issues or concerns regarding the DPO process must be addressed through the Company Engineering Manager using the Differing Professional Opinion (DPO) Submittal Form available through the Company Subcontract Technical Representative.

17. SITE ACCESS IDENTIFICATION RESTRICTIONS

- (a) Due to requirements imposed by the Department of Homeland Security, access to the Idaho Cleanup Project (ICP) site now has additional restrictions.

- (b) All visitors, to include delivery drivers, accessing ICP facilities or property must validate their identity by using identification which is compliant with REAL ID Act. Visitors will not be allowed access if they do not have REAL ID compliant documentation. Persons without valid REAL ID compliant identification cannot be escorted into ICP facilities (or property) in lieu of having the appropriate identification.
- (c) To determine if a state is REAL ID compliant or not, ICP uses the following web site: <https://www.dhs.gov/real-id>. To ascertain if documentation provided is REAL ID compliant, INL uses the following web site: <https://www.tsa.gov/travel/security-screening/identification>.
- (d) ICP will also accept two other forms of identification not listed in the above referenced web site: 1. Federal driver's license with photo (State Department, DHS, etc.). 2. Law enforcement credential with photo (FBI, DEA, Police, Sheriff, etc.).

Identification

- (1) Driver's license or other state photo identity cards issued by Department of Motor Vehicles (or equivalent)
- (2) U.S. passport
- (3) U.S. passport card
- (4) DHS trusted traveler cards (Global Entry, NEXUS, SENTRI, FAST)
- (5) Permanent resident card
- (6) Border crossing card
- (7) DHS-designated enhanced driver's license
- (8) Federally recognized, tribal-issued photo ID
- (9) HSPD-12 PIV card
- (10) Foreign government –issued passport
- (11) Canadian provincial driver's license or Indian and Northern Affairs Canada card
- (12) Transportation worker identification credential
- (13) U.S. Citizenship and Immigration Services Employment Authorization Card (1-766)
- (14) U.S. Merchant Mariner Credential

NOTE; A weapon permit is not an acceptable form of identification. A temporary driver's license is not an acceptable form of identification.

18. ENVIRONMENTAL, SAFETY AND HEALTH, AND INDEMNIFICATION

- (a) The environmental, safety and health (ES&H) requirements established by this Subcontract shall not relieve Subcontractor from complying with more stringent laws and regulations issued by a Federal, State or Local agency, as well as any manufacturer's instructions.
- (b) Subcontractor shall take all reasonable precautions in the performance of the work under the Subcontract to protect the safety and health of employees, of members of the public, and any other persons, and shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of Company. Company shall notify Subcontractor, in writing, of any noncompliance with the provisions of this Article and the corrective action to be taken.

After receipt of such notice, Subcontractor shall immediately take the directed corrective action.

(c) Subcontractor's Failure to Conform to Laws

- 1) In the event Subcontractor fails to comply with Federal, State and Local laws and regulations or requirements of DOE, Company may, without prejudice to any other legal or contractual rights of Company, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued based on the acceptability of corrective actions at the discretion of the STR. 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.
- 2) Company reserves the right to have removed from the site and deny re- entry to any employee (including supervision and management):
 - a) Found to be in a situation of imminent danger to life and health created by violating procedures covering fall protection, confined space entry and work, or lock/tag requirements, respiratory protection, and excavations, where injury could occur;
 - b) Advising an employee to work in an unsafe condition/position; or
 - c) Willfully violating any ES&H policy, procedure, rule or regulation.
- 3) If Subcontractor's superintendent/management knowingly places an employee (including himself) in an imminent danger situation, this Subcontract may be terminated for default.
- 4) In the event of OSHA or EPA violations or unsafe practices involving imminent danger to personnel or environment, immediate action shall be taken to stop work and correct the hazardous situation.

(d) Recording and Reporting of Occupational Injuries

Subcontractor shall maintain an OSHA 300 Log or its equivalent. Subcontractor shall submit one copy of its and one copy of each lower-tier subcontractor's current OSHA 300 Log to the SA quarterly. The copies shall be submitted by the 15th of the month after each quarter end (i.e., January 15, April 15, July 15 and October 15) and concurrent with the final progress invoice. The first quarterly submittal shall cover from award date through quarter end or work completion, if the work is completed within the quarter it was begun.

If copies submitted are copies of the company log and are not project-specific, all entries related to work performed under this Subcontract shall be clearly indicated. If at any time after submittal of the copies of the log, any entry in the log is changed or revised, a copy of the revised log shall be submitted to the SA. Failure to submit the log may result in Company withholding of final payment until log receipt.

(e) Weekly Safety Reports

- 1) Safety Meeting Reports shall be maintained at Subcontractor's job site for review.

- 2) A written report on project safety statistics shall be provided to the STR on a weekly basis. The report shall tabulate the safety statistics for Subcontractor and all lower-tier subcontractors from the previous week's activities and summarize the same safety statistics for the fiscal year to date. The report shall be submitted by 9:00 a.m. on the Tuesday following the week being reported. Statistics shall include:
 - a) Total number of safe hours worked for the week and fiscal year-to- date.
 - b) Number of OSHA recordable cases for the week and fiscal year-to- date.
 - c) Number of restricted duty work cases for the week and fiscal year-to- date.
 - d) Number of restricted workdays for the week and fiscal year-to-date.
 - e) Number of lost workday cases for the week and fiscal year-to-date.
 - f) Number of lost workdays for the week and fiscal year-to-date.

(f) Permits, Compliance and Indemnification

- 1) At its expense, Subcontractor shall comply with all Federal, State, County and Municipal laws, ordinances and regulations applicable to the work to be performed. Subcontractor shall secure all required licenses or permits prior to commencing the work.
- 2) Subcontractor shall indemnify and hold harmless Company and the Government from all damages of any nature whatsoever that they may incur as a result of Subcontractor's failure to comply with all federal, state, county and municipal laws, ordinances and regulations applicable to the work, or Subcontractor's failure to secure required licenses or permits prior to commencing work and to comply with such licenses or permits throughout the course of the work. Subcontractor also agrees, if requested, to assume at its own expense the defense of suits that may be filed against Company or the Government as a result of Subcontractor's failure to comply with any applicable federal, state, county, and municipal laws, ordinances, or regulations, or Subcontractor's failure to secure and comply with any required licenses or permits.

- (g) The Subcontractor shall provide all required environmental exposure monitoring (i.e., noise, air, chemical, etc.) and equipment to perform this monitoring, unless specifically excluded in the Special Provisions.

19. INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION

- (a) In performing work under this contract, the Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of ES&H functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution processes. The Subcontractor shall, in the performance of work, ensure that:

- 1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor and lower-tier subcontractor employees managing or supervising employees performing work.
 - 2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
 - 3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - 4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - 5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
- (b) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
- (c) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by Company and the Subcontractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the Subcontractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System, either through the Subcontractors' system or the Company's system, whichever is governing.
- (d) The Subcontractor shall manage and perform work in accordance with a documented Safety Management System (System) or in accordance with Company's system that fulfills all conditions in paragraph (1) of this Article at a minimum. Documentation of the System shall describe how the Company will:
- 1) Define the scope of work;
 - 2) Identify and analyze hazards associated with the work;
 - 3) Develop and implement hazard controls;
 - 4) Perform work within controls; and
 - 5) Provide feedback on adequacy of controls and continue to improve safety management.
- (e) The System shall describe how the Subcontractor will establish, document, and implement safety performance objectives, performance measures, and commitments. The System shall also describe how the Company will measure system effectiveness.

- (f) The Company shall submit, as appropriate, to the Subcontract Administrator, documentation of its System for review and concurrence. Dates for submittal, discussions, and revisions to the System will be established by the Subcontract Administrator. Guidance on the preparation, content, review, and approval of the System will be provided by the Subcontract Administrator.
- (g) The Subcontractor shall comply with, and assist the Department of Energy and Company in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives. The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

20. DIFFERING SITE CONDITIONS

- (a) Subcontractor shall promptly (within one (1) work day) and before the conditions are disturbed, give a written notice to the STR of:
 - 1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Subcontract; or
 - 2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Subcontract.
- (b) Company will investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Subcontractor's cost of, or the time required for, performing any part of the work under the Subcontract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this Article and the Subcontract modified in writing accordingly.
- (c) No request by Subcontractor for an equitable adjustment to the Subcontract under this Article shall be allowed, unless Subcontractor has given the timely written notice required; except that the time prescribed for giving written notice may be extended by the SA.
- (d) No request by Subcontractor for an equitable adjustment to the Subcontract for differing site conditions shall be allowed if such request is made after final payment is requested under the Subcontract.

21. USE OF CONTRACTOR-OPERATED GOVERNMENT-OWNED PROPERTY

- (a) If not identified elsewhere in the Subcontract, Subcontractor shall submit to Company STR a written request for usage of Company-operated government-owned facilities, utilities and equipment, which shall include a description of the proposed usage and any pertinent information or explanation, such as the type of operation, maximum loading and anticipated period of use.

- 1) Operations of equipment shall be in accordance with the manufacturer's instructions and all pre-operational checks, adjustments and maintenance requirements shall have been completed prior to operation.
 - 2) All operational features such as overload protection automatic controls safety devices and all other permanent features shall be installed and operable.
 - 3) After using any Government-owned items or facilities, Subcontractor shall restore them to the original condition (like-for-like) the items or facilities were in when Subcontractor received them, including painting, cleaning and lubrication.
 - 4) Acceptance of the return of a Government-owned item or facility by Company is subject to Subcontractor's observance and compliance with the foregoing.
- (b) Cold Weather Activities/Maintaining Conditions: Temporary heat and cold weather protection (e.g., enclosures) shall be provided by Subcontractor as necessary to establish minimum conditions for freeze protection. Failure to maintain minimum conditions shall be cause for correction or replacement by Subcontractor of Government-owned facilities, utilities and equipment.

22. OPERATIONS AND STORAGE AREAS

- (a) Subcontractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by Company.
- (b) Subcontractor shall furnish, at its own expense, all temporary structures, utilities and services required for its use such as offices, warehouses and shops, unless otherwise specified. The temporary buildings and utilities shall remain the property of Subcontractor and shall be removed and the area restored to original condition by Subcontractor at its own expense upon completion of the work, or upon Company's request.
- (c) Subcontractor shall provide, at its own expense, all temporary heat and/or heating equipment required and shall maintain the temperatures for the various items of work as required by the manufacturer of the materials, unless the temperatures (and curing periods) are specified otherwise in the Subcontract. Temporary heating devices shall be UL or FM listed.
- (d) Notification to Company STR is required if an opening allowing outside air to enter the structure (existing or planned) may present problems. Subcontractor shall provide the necessary weather and freeze protection and maintain ventilation.

23. DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause,

prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

- (b) **Work Stoppage.** In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Subcontractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Subcontractor management. The suspension or stop-work order should be promptly confirmed in writing by the Subcontracting Officer.
- (c) **Shutdown.** In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Subcontractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Subcontracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."
- (d) **Facility Representatives.** DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
 - (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Subcontractor shall insert a clause, modified appropriately to substitute "Subcontractor Representatives" for "the Subcontracting Officer" in all subcontracts.

24. ON-SITE EQUIPMENT USE REQUIREMENTS

All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Company

reserves the right, in its sole discretion, to conduct inspections of Subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Company shall be promptly repaired or removed from the premises and replaced with satisfactory items at no cost to the Company. Company inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Clause or for performing the work in a safe manner.

25. EMERGENCY MEDICAL SERVICES

Company or Owner may furnish emergency medical treatment or related services to Subcontractor's employees in the case of job connected illness or injury occurring at the jobsite. In the event that such services are available, all such treatment or services, if any, are furnished on a Good Samaritan basis and not as a contractual obligation. In consideration of any such treatment or services, Subcontractor acknowledges that it assumes full and complete responsibility and liability for all injuries and damages to any of its employees arising out of or allegedly attributable in any way thereto. Nothing herein contained shall be construed as imposing any duty upon Company or Owner to provide facilities necessary to furnish emergency medical treatment or related services to Subcontractor's employees or to make such facilities and/or services available to Subcontractor's employees.