

WORK BY CONTRACTORS OFF THE ARGONNE SITE SUPPLEMENTAL CONDITIONS

1. NOTICE TO PROCEED

This contract is designated low risk/moderate risk. The contractor shall not commence work under this contract unless and until the contractor receives a notice to proceed issued by the Technical Representative.

This contract is designated high risk. The contractor shall not commence work under this contract unless and until the contractor receives written notice to proceed issued by the Procurement Representative.

2. INSURANCE

A. The Contractor shall have and maintain during the life of this contract the following insurance coverage, provided by an insurance carrier rated "A" or better by A.M. Best:

| | <u>TYPE OF INSURANCE</u> | <u>MINIMUM COVERAGE</u> | | |
|----|---|-------------------------|---------------------|-----------------|
| | | <u>Per Person</u> | <u>Per Accident</u> | <u>Property</u> |
| 1. | Comprehensive General Liability | \$1,000,000 | \$2,000,000 | \$500,000 |
| 2. | Automobile Liability | \$1,000,000 | \$2,000,000 | \$500,000 |
| 3. | Workman's Compensation | Statutory | | |
| 4. | Employer's Liability (sometimes referred to as "1(b)" coverage) | \$500,000 | \$500,000 | |

B. All policies, excluding Workman's Compensation, shall provide by appropriate language that The University of Chicago and the United States Government are additional insureds; that the insurance afforded by such policies is primary insurance; and, that all rights of the insurer for contribution from other insurers of The University of Chicago and the United States Government are waived.

C. In the event that the work authorized by this contract has been designated as "High Risk" by the Laboratory, The Contractor agrees to deliver to the Laboratory before any work is performed hereunder, certificates of the insurance companies as to the particulars of the insurance coverage above referred to, and such certificates shall contain a provision that such insurance will not be canceled, changed or allowed to lapse in the policies except upon not less than ten (10) days prior notice thereof to the Laboratory.

3. ENVIRONMENT, SAFETY AND HEALTH

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of employees and members of the public, and to protect the environment. This includes compliance with all the applicable environment, safety and health regulations and requirements, including applicable safety, security, site access, site orientation and environmental requirements of the facility at which work is performed and reporting requirements of DOE as identified by the Laboratory in writing from time to time. The regulations and requirements include Title 29 of the Code of Federal Regulations (CFR) including but not limited to parts 1910 and 1926, Title 40 CFR, Protection of Environment, and 49 CFR, Transportation as well as other applicable state, federal, and local regulations. The Laboratory shall notify the contractor, in writing, of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, the contractor shall immediately take corrective action. In the event the contractor fails to comply with regulations and requirements of this clause, the Laboratory may, without prejudice to any other legal and contractual rights of DOE or the Laboratory, issue an order stopping all or any part of the work. The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Laboratory Procurement Official may issue an order stopping work in whole or in part. Any stop work order issued by a

Laboratory Procurement Official under this clause (or issued by the contractor to a subcontractor shall be without prejudice to any other legal or contractual rights of the Government/Laboratory. In the event that the Laboratory Procurement Official issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Laboratory Procurement Official. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause. In the event the Laboratory subsequently issues an order to the contractor to resume work, the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, such work stoppage. The contractor shall assure that all its employees and all subcontractors are aware of and are following the contractor's job safety analysis as well as all regulations in this clause.

The Laboratory Procurement Official, the Laboratory Technical Representative, Project Manager, Laboratory ESH Representatives, and the Manager, Department of Energy, Argonne Group have the authority to stop work activity which is deemed to be in imminent danger of causing a fatality or serious injury. Such authority, except for the Procurement Official, also rests with the corresponding host facility individuals.

A. Reporting Requirements

1. All accidents and unauthorized releases to the environment occurring at the Laboratory site must be reported immediately to local emergency response officials and then to the Laboratory Technical Representative. The types of emergencies that must be reported include but are not limited to: fire, explosion, personnel injury/illness, security incident, vehicle accident, utility failure, tornado sighting, possible contamination incident, or toxic or flammable material spill or release.
2. The contractor is not authorized to dispose of any material on-site unless written approvals are obtained from the host facility. This includes but is not limited to the use of garbage and recycling dumpsters, the sinks in buildings, and discharges to the sewer systems.

B. Job Safety Analysis (JSA)

1. For moderate and high risk work the contractor must submit and have approved a job safety analysis which details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. Material Safety Data Sheets (MSDS) are to be submitted as part of this analysis. (A sample JSA form was provided in the solicitation documents.)
2. Specific procedures in the areas of fall protection, excavation, trenching, confined space, and hoisting and rigging may be required as job conditions dictate and as required by the host facility. Names and qualifications of competent persons as defined by OSHA must be maintained on the job site.
3. The contractor's ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor employees prior to their starting work. The orientation as a minimum shall include a review of the JSA, all related permits and plans and a review of the emergency numbers, egress routes and assembly points. Each contractor employee shall sign the Job Safety Analysis form to indicate having received the orientation.
4. The Job Safety Analysis must be formally revised to incorporate any changes determined during this work. All employees affected by any revisions shall be notified and advised by the contractor.

C. Environmental Plan

To the extent required by the project scope of work, an Environmental Plan shall be prepared by the contractor and approved by the Technical Representative before the work can begin.

The Environmental Plan must be reviewed if any changes are made to the project work scope. If revisions are required the Plan shall be updated by the contractor and approved by the Laboratory Technical Representative prior to the activity taking place.

D. Contractor ES&H Representative

For moderate and high risk work the contractor shall designate and identify a competent member of their organization whose duty shall be the implementation of the contractor's ES&H program on the work site.

The Contractor ESH Representative shall be present at all times work is being performed.

Duties include, but are not limited to: enforcing the contractor's safety program as well as the requirements of the work site, providing job specific safety orientation, prevention of accidents, investigation of incidents/accidents, making daily inspections and reporting safety related information.

The Contractor ESH Representative must have the authority to stop work and change the operation to correct any deficiencies or to eliminate any hazards observed.

E. Environment, Safety and Health Documentation

The contractor shall possess the following documents, certificates, etc. as required:

1. Equipment inspection documentation required by 29 CFR 1926, Subpart N must be with the contractor's equipment including personnel lifts, cranes, augers, suspended scaffolds, winches, spreader beams, and lifting devices.
2. If the contractor intends to administer first aid or Cardio Pulmonary Resuscitation (CPR), the contractor must comply with 29 CFR 1926, and supply a list of the names of employees who will administer first aid or CPR, along with current certification. This list shall be part of the Job Safety Analysis.
3. Material Safety Data Sheets (MSDs) must be maintained by the contractor at the job site. MSDs for all products and materials brought on site shall be accessible to all workers on the job site. In addition, all MSDs must be submitted as part of the Job Safety Analysis.
4. Pressure vessel certificates per 29 CFR 1926.29.
5. Documentation of employee training and/or proof of proficiency required by OSHA for confined space training, competent persons for excavations and scaffolding, and fall protection training.
6. The contractor shall, without additional expense to the Laboratory, be responsible for obtaining all necessary environmental licenses and permits.

F. Site Access, Orientation, and Security

The contractor shall comply with all site access, site orientation, and site security requirements of the facility at which the work is performed.

G. Equipment and Tool Inspection

All tools and equipment brought to the work site by the contractor may be inspected for compliance with OSHA and work site requirements prior to use. Tools and equipment may also be randomly inspected throughout the duration of the contract. Items found out of compliance shall be immediately removed from service, tagged out of service, and taken off site by the contractor by the end of that work shift.

H. Site Rules

The following acts or conduct are prohibited at the work site.

1. Possession of weapons, firearms, ammunition, explosives or any other apparatus or material hazardous to the public or property.
2. Possession or illegal use of controlled substances or intoxicants or being under their influence.
3. Indecent behavior of any type.
4. Stealing, misuse or destruction of Government property.
5. Violation of site traffic and parking regulations.

I. Work Site Safety Requirements

The following requirements must be implemented on the job site and included in the contractor's Job Safety Analysis as appropriate.

1. The contractor shall conduct work through the use of on-site permits as required by the site at which work is to be performed. Such permits include work entry, working hot electrically, open flame, confined space entry, digging, concrete coring, using powder actuated tools, moving Government property and removing asbestos.
2. All eye protection must meet the requirement of 29 CFR 1926.102. Safety glasses must be ANSI approved and be marked with the ANSI marking "Z87.1" designation.
3. Hard hats shall meet the ANSI Z89.1 standard as defined by 29 CFR 1926.100 and bear the "Z89-1" designation. High voltage exposure work requires hard hats shall meet ANSI Z89.2 standards and bear the "Z89.2" designation.
4. All employees shall wear clothing suitable for the work and weather conditions.
5. Ground fault circuit interrupters must be provided for electric hand tools and portable generators. The assured equipment grounding program is not an acceptable alternative.
6. All vehicles and mobile powered equipment, except automobiles and pickup trucks, must have backup alarms.
7. Personnel lifts must be equipped with audible motion alarms for movement in any direction. All lifts must be equipped with a safety foot pedal for operation movement.
8. If required by the equipment manufacturer, roll-over protection structures shall be provided. Any modifications to lifting and hoisting equipment must be approved by the equipment manufacture.
9. Emergency egress routes must be kept clear at all times, including doors, corridors, work site, and staging areas.
10. No alarms, safety devices, etc. shall be disabled without approval of the work site officials.
11. Lockout/tag-out procedures shall be enforced. Contractor personnel must be trained in lockout/tagout prior to participating in lockout/tagout of hazardous energy sources and working on lockout/tagout systems or equipment. Contractors must verify that the energy source is de-energized before starting work on the system.
12. Fire watches shall be maintained during and for a minimum of thirty minutes after burning, welding, or other fire or spark generating work is completed. A "Multi-purpose" Class A-B-C dry chemical fire extinguisher, ten pound (minimum) with a pressure gauge, and current inspection (within last 12 months) shall be within the work area.
13. Metal ladders are prohibited.

14 The contractor's competent person performing the daily inspections required by OSHA, such as trench and excavation, ladder, and scaffold inspections shall document each inspection. Such documentation shall be signed and include the date, time, and conditions found. Documentation shall be available for review for the duration of the project.

15. Respiratory Protection

If workers are required to wear respirators, the contractor must have a written respiratory protection program .

Prior to using a respiratory protection device, such as dust/mist masks, including those made of paper, half face air purifying respirators, full face air purifying respirators, any atmosphere supplying respirator, the contractor shall have:

- a. Medical certification records as required by 29 CFR 1910 and 1926
- b. Training records which document that the employee was trained in and has mastered the training subjects in ANSI Z88.2-1992, Section 7.2.
- c. Fit test records that document the employee was fit tested by a competent fit tester with reliable testing equipment according to testing requirement of ANSI Z88.2-1980, Section 6.11.

K. Drug Free Workplace

Contractor employees are prohibited from consuming alcohol at the work site while conducting work under this contract. Contractor and subcontractor employees who violate this policy will be subject to disciplinary action, including discharge from the work site.

The contractor and all lower tier subcontractors shall abide by the Drug Free Workplace Act of 1988. Anyone performing work under this contract will 1) abide by the terms of this policy; and 2) notify their employer of any drug statute convictions for a violation occurring in the workplace no later than five (5) days after such convictions. The contractor will notify the Laboratory within ten (10) days following receipt of the information from an affected employee. Failure to provide such notification shall be reason for immediate discipline up to and including barring the employee site access.