

LOW RISK WORK BY CONTRACTORS ON THE ARGONNE SITE SUPPLEMENTAL CONDITIONS

1. APPROVAL TO PROCEED

This contract is designated as low risk. The contractor shall not commence work under this contract unless and until the contractor receives approval to proceed from the technical representative.

2. INDEMNITY

- A. The Contractor shall indemnify and hold UChicago Argonne, LLC, the University of Chicago and the United States Government, and their officers, trustees, agents, servants, and employees, jointly and severally harmless against any loss or damage (including loss or damage from any personal injuries or death of persons, and loss of or damage to property), and any expense in connection therewith (including expenses of litigation, together with attorneys' fees incident thereto) arising out of or connected with the performance of work under this contract by the Contractor, its subcontractors, and their agents, representatives, servants, and employees.
- B. The Contractor shall immediately notify the Laboratory of any injury or death and of any loss of or damage to property of the Laboratory or the United States Government, and shall furnish the Laboratory with a statement concerning such injury, damage, or loss in such detail as the Laboratory may require.

3. 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>LINE OF COVERAGE</u>	<u>LIMITS</u>		
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurring General Aggregate Limit Applies Per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Log	EACH OCCURRENCE		\$5,000,000
	Fire Damage		\$ 100,000
	Med Expense		\$ 50,000
	Personal & Adv Injury		\$5,000,000
	General Aggregate Products – COMP/OP AGG		\$5,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto	COMBINED SINGLE LIMIT		\$5,000,000
EXCESS LIABILITY <input checked="" type="checkbox"/> Occurring <input type="checkbox"/> Claims Made	EACH OCCURRENCE AGGREGATE		\$5,000,000
WORKMAN'S COMPENSATION AND EMPLOYMENT LIABILITY	WC STATUTORY LIMITS	OTHER	
	E.L. EACH ACCIDENT		\$500,000
	E.L. DISEASE EA EMPLOYEE		\$500,000
	E.L. DESEASE-POLICY LIMIT		\$500,000

- B. All policies, excluding Workman's Compensation, shall provide by appropriate language that UChicago Argonne, LLC, 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 UChicago Argonne, LLC, 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.

4. 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 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 the Environment, 49 CFR, Transportation, and 10 CFR 851, Workers Safety and Health Program 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, which may include suspension of employees from the site. DOE, if appropriate, can issue a Notice of Violation which can be accompanied by a fine of \$70,000 per day per citation. 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.

A. Reporting Requirements

All accidents and unauthorized releases to the environment occurring at the Laboratory site must be reported immediately by dialing 911 from a Laboratory telephone or pay phone, or 630-252-1911 from a cellular phone. The accident or unauthorized release must be reported immediately to the Construction Field Representative, Technical Representative or Project Manager. When this type of incident occurs or when the contractor is issued a Notice of Safety violation (PFS-530), the contractor shall complete an ANL-240, Incident Investigation and Analysis Report and ensure that the injured employee and all witnesses to the incident complete an ANL-239, Incident Description and submit these to the Technical Representative or Project Manager within 24 hours. 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, toxic or flammable material spill or release.

B. Job Safety Analysis (JSA)

The contractor must submit to the Technical Representative and have approved, prior to starting work, a job safety analysis (ANL-209L) 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. Applicable Material Safety Data Sheets (MSDS) are to be included with the JSA. (If needed, a sample JSA form is available upon request.)

Each contractor employee shall sign the Job Safety Analysis form to indicate having reviewed the JSA. The JSA shall be kept at the job site and a copy of the signed JSA shall be given to the Technical Representative.

The Job Safety Analysis must be revised to incorporate changes made during the work. The revisions must be approved by the Technical Representative prior to the activity taking place. All employees affected by any revisions shall be notified and advised by the contractor. Changes in work scope that introduce new hazards may require the development of a JSA if one was not previously required.

C. Orientation and Site Access

All contractor personnel are to meet with their Argonne Technical Representative before starting work at the site. The Technical Representative will review the JSA (if required) and give the contractor employees a building orientation.

A gate pass will be issued to the contractor employee for the duration of their work or for a length of time to be decided by the Laboratory Technical Representative. This pass is required for site access and is to be used only by the employee whose name appears on the pass. Any misuse of the pass will result in a suspension from site access for a period of six (6) months.

D. Equipment and Tool Inspection

All tools and equipment brought on site by the contractor may be inspected by the Laboratory for compliance with OSHA and Laboratory 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.

E. Laboratory Site Rules

The following acts or conduct are prohibited at the Laboratory site, violations will result in disciplinary action.

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 Laboratory or Government property.
5. Violation of site traffic and parking regulations.
6. Using Laboratory facilities such as the Cafeteria and washrooms while wearing extremely dirty or contaminated clothes and shoes.

F. Laboratory 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. All contractors and sub-contractors performing work for the Laboratory, both on and off site, are responsible for complying with the "Employer Payment for Personal Protective Equipment –Final Rule" issued by OSHA. The Laboratory, by virtue of its position as a host employer is not responsible for the provision of nor payment for PPE required by or issued to workers other than direct Laboratory employees, temporary and permanent.
2. Employees shall wear safety glasses with rigid side shields as needed in the work area unless a higher level of eye protection is required for special hazards. 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. All employees shall wear clothing suitable for the work and weather conditions.
4. Ground fault circuit interrupters must be provided for electric hand tools and portable generators. The assured equipment grounding program is not an acceptable alternative.
5. All vehicles and mobile powered equipment, except automobiles and pickup trucks, must have backup alarms.
6. No alarms, safety devices, etc. will be disabled without Laboratory approval.
7. Vehicle operators must have an appropriate, valid driver's license when operating vehicles on site.
8. Metal ladders are prohibited.
9. The contractor is not authorized to dispose of any material on-site unless written approvals are obtained from the Laboratory. This includes but is not limited to the use of garbage and recycling dumpsters, the sinks in buildings, and discharges to the sewer systems.

G. Disciplinary Program

The contractor is required to develop and implement a disciplinary program to control poor performance, misconduct, negligence and safety violations by both its employees and that of any of its subcontractors. If it is determined that the contractor has not implemented such a program, the Laboratory will take disciplinary actions up to and including termination of the contract. If Laboratory disciplinary action results in suspension of contractor employee(s) the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, this disciplinary action.

A contractor's safety performance will be an important factor for future consideration for bid lists and selection criteria. This will include a review by the Laboratory of the contractor's performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. If it is determined by the Laboratory that the contractor has shown negligence in enforcing safety compliance on the Laboratory site, the contractor may be removed from the active bid list of contractors and may not be allowed to bid work or work as a subcontractor on the Laboratory site for a period of time as determined by the Laboratory. Once disqualified, the contractor must request reinstatement after a one year period. The contractor's request must be in writing and include a completed "Argonne National Laboratory Contractor Safety Information Questionnaire", ESH-218.

H. Drug Free Workplace

It is the Laboratory's policy to maintain a drug free workplace. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the Laboratory site. Also, contractor employees are prohibited from consuming alcohol at the Laboratory while conducting work under this contract. Contractor and subcontractor employees who violate this policy will be subject to disciplinary action, including discharge.

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.

5. OZONE-DEPLETING SUBSTANCES

A. Definitions.

"Class I substance," as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform.

"Class II substance," as used in this clause, means any substance designated as class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

B. As required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, the Contractor shall label products which contain a class I or class II ozone-depleting substance or are manufactured with a process that uses class I or class II ozone-depleting substances, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

**The Contractor shall insert the name of the substance(s).*

6. REFRIGERATION EQUIPMENT AND AIR CONDITIONERS

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.