

IDAHO ENVIRONMENTAL COALITION, LLC

SUPPLEMENTAL PROVISIONS FOR ON-SITE SERVICES

1. **DEFINITIONS** – See General Provisions
2. **ORDER OF PRECEDENCE** – See General Provisions
3. **LABOR AND WORK RULES**

The Subcontractor, its employees, agents, and Lower-tier Subcontractors shall comply strictly with the Company, DOE, and Government's rules governing the conduct during the performance of Work. In addition, the Subcontractor shall be solely responsible for compliance with the safety, health, and environmental protection rules of DOE, Government, Company. The Company and DOE reserve the right to, from time to time, revise any such rules, and the Subcontractor shall comply fully.

3.1 Post-Award/Pre-Job Meeting

The Company shall determine if a post-award/pre-job meeting is required. The scope of this meeting will be conducted on a graded approach based on the nature of the Work.

3.2 Labor Harmony

The Subcontractor, its employees, agents, and Lower-tier Subcontractors agree the performance of their Work shall be in harmony with and be compatible with all other labor used by the Company or others on the Site. Whenever the Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work, the Subcontractor shall immediately notify the Company's SA with all relevant information.

3.3 Drug-Free Workplace

- 3.3.1 The Subcontractor and Lower-tier Subcontractors agree to comply with the Company's Drug Free Workplace Substance Abuse Procedure, MCP-4062 and Workplace Substance Abuse Programs at DOE Sites, 10 CFR 707.
- 3.3.2 In accordance, the possession, use, manufacture, distribution, sale, or dispensation of any illegal drugs or controlled substance is prohibited on Company's or Government's property, as well as the misuse or abuse of legal substances. The Subcontractor's personnel are expected to perform Work in proper condition and not under the influence of any illegal or controlled substance or misuse or abuse of legal substances.
- 3.3.3 Violation of this Article may, at the Company's sole discretion, be deemed by the Company to be a material breach of this Agreement and subject this Order to termination for default, as well as other remedies at contract, law, or equity.

3.4 Prohibited Articles

- 3.4.1 Prohibited articles for any ICP Work area location include:
 - (1) Weapons/ammunition (e.g., hunting rifles, hunting knives, boot knives, switchblades, or any knives longer than 8" when opened)
 - (2) Alcohol
 - (3) Illegal drugs
 - (4) Explosive devices
 - (5) Other dangerous instrument or material likely to produce substantial injury or damage to

persons or property (Title 10 Code of Federal Regulations 860.4)

- 3.4.2 Firearms, replica firearms, or personal protection devices (e.g., tear gas pepper spray, stun guns, knives with blades that exceed 4”) used for personal protection or training purposes are **NOT** authorized on the Site without approval from the responsible Physical Security Officer and DOE.
- 3.4.3 Packages, vehicles, and hand-carried items may be inspected to ensure compliance.
- 3.4.4 Accommodation for temporary storage of prohibited items is the responsibility of the Subcontractor and will not be provided within the boundaries of any ICP Work area location.

4. SITE CONDITIONS

4.1 Inspection of Site

- 4.1.1 The Subcontractor certifies it has inspected the land or other areas designated in this Order, as being furnished by the Company or DOE for the performance of the Work, including storage, lay-down, or access areas and has satisfied itself fully as to all existing conditions at the work location and all other matters and conditions which may affect the operation and completion of the Work. The Subcontractor shall verify all control lines and benchmarks and notify the Company of any discrepancy per the Order terms, before proceeding with the Work.
- 4.1.2 The Subcontractor shall inspect the places where its employees, agents or subcontractors are or may be present on DOE’s, Government’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.

4.2 Differing Site Conditions

- 4.2.1 Subcontractor will promptly (within one (1) working day) and before such conditions are substantially disturbed, notify Company’s STR in writing of:
 - (1) Subsurface or latent physical conditions at the site differ materially from those indicated in this Order.
 - (2) Physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work.
- 4.2.2 Upon notice Company will promptly investigate the conditions. 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, Company will, with the approval of DOE, if applicable, make an equitable adjustment and modify this Order in writing.
- 4.2.3 No claim from Subcontractor under this Article will be allowed unless Subcontractor has given the notice required above, unless SA gives a written extension. However, no claim for differing site condition shall be allowed if such request is made after final payment under this Order. Further, if no notice is given, Subcontractor assumes the risk of the condition and will fully complete the Work for the stated Order Price.

5. PROTECTION AND PRESERVATION OF PROPERTY

5.1 Protection of Site and Property

- 5.1.1 The Subcontractor shall at all times safely guard and protect from damage to the Site and adjacent property. All loss or damages arising out of the nature of the Work to be done under this Order, including, but not limited to, action of the elements, will be the responsibility of the Subcontractor.
- 5.1.2 The Subcontractor shall confine its equipment, the storage of materials, and the operation of its workers to limits shown on the drawings or indicated by law, ordinances, permits, or directions of the Company’s Orders Administrator and shall not unreasonably encumber the premises with its

materials.

5.2 Cleaning Up (Derived from FAR 52.236-12)

The Subcontractor shall at all times keep the work area, including storage areas, clean and free from accumulations of waste materials or any debris and rubbish caused by the Work. Before completing the Work, Subcontractor shall remove any rubbish, tools, scaffolding, equipment, temporary structures, utilities, monitoring systems, materials, and any other items used that are not the property of the Company or Government. Upon completing the Work, Subcontractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Company. In addition, 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.

5.3 Title to Materials Found

The title to water, soil, rock, gravel, sand, minerals, timber, and any other materials developed or obtained in the excavation or other operations of the Subcontractor or any of its Lower-tier Subcontractors and the right to use said materials or dispose of same is hereby expressly reserved by the US Department of Energy. Neither the Subcontractor, its Lower-tier Subcontractors, nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. The Subcontractor may, at the sole discretion of the DOE, be permitted, without charge, to use in the Work any such materials that meet the requirements of this Order.

5.4 DOE-ID's Policy on the Collection of Natural Resources on the INL Site

- 5.4.1 The Department of Energy, Idaho Operations Office (DOE-ID) prohibits the unauthorized removal of natural resources from the Idaho National Laboratory (INL) Site by any person, whether or not affiliated with the DOE, including INL Site contractors who may have authorized access to the INL Site for any mission-related purpose.
- 5.4.2 Natural resources can consist of, but are not limited to, wildlife, antlers, rocks, minerals, wood, plants, seeds, flowers, feathers, bones, teeth, insects, nests, and snake skins. These are examples of prohibited materials that may be encountered by employees on the INL Site that may not be removed. This policy does not include the DOE authorized collection or removal of natural resources such as environmental media or samples for scientific or monitoring related purposes or the authorized extraction of natural resources for mission-related work including cleanup and restoration. Additionally, this policy does not apply to the salvage of animals, provided Idaho Department of Fish and Game (IDFG) requirements for salvage are met, that are a result of vehicle collisions on public rights-of-way (e.g., Hwy 20) by persons using personal time and in personal vehicles; or the lawful harvest of elk or pronghorn within defined hunting areas and seasons, provided the proper permits are obtained from the IDFG.

6. SITE AND WORK ACCESS

6.1 Work Area Access

- 6.1.1 The Subcontractor shall restrict its personnel and operations (including storage of materials) to the limits of the Work area as authorized by the Company. Any changes and or modifications to existing installations located at the outer limits of the Work area shall be permitted only after specific approval is received from the Company's STR.
- 6.1.2 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 applicable security requirements.

6.2 Operations and Storage Areas

- 6.2.1 The 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.
- 6.2.2 The Subcontractor shall furnish, at its own expense, all required environmental exposure monitoring (i.e., noise, air, chemical, etc.) and equipment to perform this monitoring, unless otherwise specified.
- 6.2.3 The 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 otherwise specified. Temporary heating devices shall be UL or FM listed.
- 6.2.4 Subcontractor shall immediately notify Company's STR if an opening allowing outside air to enter the structure (existing or planned) may present problems. The Subcontractor shall provide the necessary weather and freeze protection and maintain ventilation.

6.3 Site Access Identification Requirements

- 6.3.1 All Subcontractor personnel, Lower-tier Subcontractors, and visitors (including 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.
- 6.3.2 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>.
- 6.3.3 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.

6.4 Radiological Control Area Requirements

- 6.4.1 Certain facilities at the INL are classified as radiation control areas ("RCA"). Where this Order designates that the Work shall be performed in an RCA, the following requirements apply:
- (1) Subcontractor shall provide a list of all personnel performing Work in radiation or contaminated areas (CA's). The list shall contain the personnel names, social, and "S" numbers, as applicable. Subcontractor shall submit this list to the Company's STR two workdays prior to entrance of personnel into the areas.
 - (2) The Subcontractor shall conduct its radiological control operations in accordance with the applicable radiological procedures, including the Radiological Control Information Management System and all other restrictions established by Company.
 - (3) 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 Work.
 - (4) The Company will provide the required radiological protective clothing and radiological respirators required by the Radiological Work Permit.
 - (5) Subcontractor shall plan its Work to minimize the transfer of equipment into and out of the RCA.

6.5 Vehicle Access Requirements

- 6.5.1 The Subcontractor shall only use established roadways or use temporary roadways (constructed by Subcontractor), as authorized by the Company. All temporary roadways shall be maintained by the Subcontractor and upon completion of usage, Subcontractor shall remove and returned the area to its original condition, which must meet the individual Storm Water Pollution Prevention Plan guidelines for the area (e.g., INTEC, TRA, or TAN), unless otherwise approved in writing by the Company.
- 6.5.2 When items are transported during the performance of 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, the Subcontractor shall protect them from damage.
- 6.5.3 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 Work area, unless otherwise approved in writing by the Company. Under no circumstances, marked or otherwise, are privately owned vehicles permitted within the fenced areas of the various sites.
- 6.5.4 Subcontractor shall abide by the following regulations when operating vehicles on site:
- (1) Every vehicle operator shall possess a valid driver's license and any other applicable license for the vehicle being used.
 - (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 the equipment manufacturer's recommendations.
- (7) Operator shall observe the posted speed limits.
- (8) Operators shall not use a phone under any circumstance while the vehicle is in use.
- (9) 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.
- (10) All vehicle operators and pedestrians shall report unsafe vehicle or pedestrian conditions and/or accident near misses to the Company.

7. ENVIRONMENTAL, SAFETY AND HEALTH (“ES&H”) LAWS AND REGULATIONS

7.1 Subcontractor Compliance

- 7.1.1 Subcontractor shall comply strictly with local, municipal, provincial, state, and national laws, plans, orders, and regulations pertaining to environmental, safety, and health protection which are applicable to Subcontractor, Lower-tier Subcontractor or to the Work, including without limitation the Occupational Safety and Health Act. In addition, Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Order.
- 7.1.2 The Subcontractor shall take all reasonable precautions in the performance of the Work under this Order to protect the safety and health of employees, of members of the public, and any other persons. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards.
- 7.1.3 The 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.
- 7.1.4 Visits and observations made by the Company will not relieve the Subcontractor of its obligation to conduct comprehensive safety inspections of the site and provide adequate safety in conformance with this Order.
- 7.1.5 If 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.

7.2 Subcontractor Noncompliance

- 7.2.1 The Company shall notify Subcontractor, in writing, of any known noncompliance with the environmental, safety and health laws and regulations and provide corrective action(s) to be taken.
- 7.2.2 After receipt of such notice, Subcontractor shall immediately take the directed corrective action.
- 7.2.3 In the event Subcontractor fails to comply with Federal, State, and Local laws and regulations or

requirements of DOE or Company, the 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 action(s) at the sole discretion of the Company's STR. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

- 7.2.4 Company reserves the right to have the Subcontractor, its employees, its agents, or Lower-tier Subcontractors removed from the site and deny re-entry (including supervision and management) if:
- (1) 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;
 - (2) Advising an employee to work in an unsafe condition/position; or
 - (3) Willfully violating any ES&H policy, procedure, rule, or regulation.
- 7.7.3 If Subcontractor's superintendent/management knowingly places an employee (including himself) in an imminent danger situation, this Order may be terminated for default.
- 7.7.4 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.

7.3 Integration of ES&H Into Work Planning and Execution

- 7.3.1 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. 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 Subcontractor and its 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.
 - (6) Administrative and engineering controls, tailored to the Work, are in place to prevent and mitigate 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.
- 7.3.2 The Company and the Subcontractor shall agree upon the conditions and requirements for operations to be initiated and conducted. The conditions and requirements shall be tailored to the complexity and hazards associated with the Work and shall be established in a Safety Management System ("System"), either through the Subcontractors' system or the Company's system, whichever is governing.

- 7.4 The Subcontractor shall manage and perform work in accordance with a documented System or at a minimum, in accordance with the Company's system that fulfills all conditions of this Article. Documentation of the System shall describe how the Company will:
- (1) Define the statement 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.
- 7.5 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.
- 7.6 The Company shall submit, as appropriate, to the Company's SA, documentation of its System for review and concurrence. Dates for submittal, discussions, and revisions to the System will be established by the Company's SA. Guidance on the preparation, content, review, and approval of the System will be provided by the Company's SA.

7.7 Safety Reporting

7.7.1 Weekly Safety Reports

- (1) If required, a written report on project safety statistics shall be provided to the Company's 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., mountain standard time, on the Tuesday following the week being reported. Statistics shall include:
 - i. Total number of safe hours worked for the week and fiscal year-to- date.
 - ii. Number of OSHA recordable cases for the week and fiscal year-to- date.
 - iii. Number of restricted duty work cases for the week and fiscal year-to- date.
 - iv. Number of restricted workdays for the week and fiscal year-to-date.
 - v. Number of lost workday cases for the week and fiscal year-to-date.
 - vi. Number of lost workdays for the week and fiscal year-to-date.

7.8 Incident Reporting

- 7.8.1 Accidents, injuries and illnesses, damage to property, fires, spills, releases, and other incidents, circumstances and near misses affecting property, the environment, safety, or health shall be promptly reported to Company at the time of the incident or observation. The Subcontractor shall submit written reports within forty-eight (48) hours after each incident or observation to reviewed and confirmed by the Company's STR.
- 7.8.2 The Subcontractor shall maintain jobsite accident, injury, and illness statistics which shall be available for inspection by, and submitted to, Company upon its written request.

8. EMERGENCY MEDICAL SERVICES

The Company, Government, or DOE may furnish emergency medical treatment or related services to Subcontractor's 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, Government, or DOE 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.

9. ON-SITE MATERIAL, TOOLS, AND EQUIPMENT

9.1 On-Site Equipment Use Requirements

- 9.1.1 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.
- 9.1.2 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 Article or for performing the work in a safe manner.

9.2 Contaminated Materials, Tools, or Equipment

- 9.2.1 If Subcontractor’s tools, materials, or equipment become contaminated, they will be decontaminated by IEC prior to removal from the facility. The Subcontractor shall allow a minimum of 10 workdays for IEC to accomplish decontamination.
- 9.2.2 If decontamination proves impracticable or impossible, the tools, material, or equipment in question will be retained by IEC, a confiscation report completed and an equitable adjustment, with an allowance for overhead but no profit, will be negotiated with Subcontractor, or at IEC’s option, the tools will be replaced by IEC. 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.

10. PRIME CONTRACT FLOWDOWN CLAUSES

In addition to the Prime Contract Flowdown Clauses, the following Prime Contract clauses are hereby incorporated by reference into this Order and shall be in full force unless an exception applies, otherwise noted below, or otherwise specified in the clause.

Prime Contract Clause No.	FAR/DEAR Reference	Title
I.225	970.5223-1	Integration of Environment, Safety, and Health into Work Planning (Dec 2000)
H.38	DOE-H-2059 Full Text Below	Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014)
H.36	DOE-H-2053 Full Text Below	Worker Safety and Health Program in Accordance With 10 CFR 851 (Oct 2014)
I.209	952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)

I.210	952.223-75 Full Text Below	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)
I.212	952.225-70	Ordering for Nuclear Hot Cell Services (Mar 1993)
I.222	970.5204-3 Full Text Below	Access To and Ownership of Records (Oct 2014) (DEVIATION)

11. FULL TEXT BELOW CLAUSES

11.1 Substitution of the Parties

Wherever required to make any FAR clause incorporated herein meaningful, the term “Contractor” shall be read “Subcontractor,” the term “Administrative Contracting Officer” or “ACO” shall be read “Orders Administrator”, “SA”, or “Buyer”, the term “Head of the Contracting Activity” shall be read “Supply Chain Manager” - and the term “Government” or “Contracting Officer” shall be read “Orders Administrator”, “SA”, or “Buyer”.

11.2 (H.38) DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS (OCT 2014)

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its 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 Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor 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 DOE or its designee.

11.3 (H.36) DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor’s method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor’s work and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which

occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

- (d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

11.4 (I.210) DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (APR 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be generated and maintained by the contractor in accordance with 36 CFR Chapter XII, Subchapter B, "Records Management," the National Archives and Records Administration (NARA)-approved DOE Records Disposition Schedules and shall be operated as a DOE Privacy Act system of records, in accordance with the Privacy Act.

11.5 (I.224) DEAR 970.5204-3 Access to and Ownership of Records (Oct 2014) (DEVIATION)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.

(2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-

client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor. Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(f) Orders.

(1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor

shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor and maintain records that would otherwise be maintained by the subcontractor.

END OF SUPPLEMENTAL PROVISIONS – ON-SITE SERVICES