

## APPENDIX B

### WORK BY CONTRACTORS AT AMES LABORATORY – SUPPLEMENTAL CONDITIONS (June 2019)

#### 1. APPROVAL TO PROCEED

The contractor shall not commence work under this contract unless and until the contractor receives approval to proceed from the Technical Representative or the Purchasing Agent responsible for the contract.

#### 2. INDEMNITY

- (a) Except as otherwise provided, the Contractor shall indemnify and hold harmless the Laboratory, Iowa State University of Science and Technology, the Board of Regents – State of Iowa, the State of Iowa, the Government and their officers, agents, and employees against all liability, including costs and expenses, related to or arising from the Contractor's performance of its obligations under this Agreement or the acts or omissions of the Contractor, its officers, directors, employees, and subcontractors.
- (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) Before undertaking any work under this contract, the contractor shall, except as otherwise approved by the Laboratory, take out and maintain at its own cost and expense, until the work called for hereunder shall be completed and accepted by the Laboratory, the following insurance in companies satisfactory to the Laboratory:

LINE OF COVERAGE	LIMITS	
<b>GENERAL LIABILITY</b> <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	
		\$1,000,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Any Auto	COMBINED SINGLE LIMIT	
		\$1,000,000
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Occurring <input type="checkbox"/> Claims Made	EACH OCCURRENCE AGGREGATE	
		\$1,000,000
<b>WORKERS' COMPENSATION AND EMPLOYMENT LIABILITY</b>	WC STATUTORY LIMITS	
	OTHER	
	E.L. EACH ACCIDENT	\$500,000
	E.L. DISEASE EA EMPLOYEE	\$500,000
	E.L. DISEASE-POLICY LIMIT	\$500,000

- (b) All policies shall provide by appropriate language that Ames Laboratory, Iowa State University 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 Ames Laboratory, Iowa State University and the United States Government are waived. A minimum of ten (10) days prior notice of cancellation shall be provided to the Laboratory in the event of a policy cancellation or material change in coverage. Such notice shall be mailed to the Laboratory by registered mail, with postage prepaid, addressed to Ames Laboratory Purchasing, 211 TASF, Iowa State University, Ames, Iowa 50011-3020.
- (c) The Contractor shall have such coverage and policies in place prior to performing any work hereunder until the work is completed by the Contractor and accepted by the Laboratory. Contractor agrees to deliver to the Laboratory certificates of the insurance companies as to the particulars of the insurance coverage upon Laboratory request. Before permitting any subcontractor to perform any work under this contract, the Contractor shall require that such subcontractor furnish satisfactory evidence that it has taken out and maintains insurance in the same amounts and with the same provisions as required by the preceding paragraphs of this clause.

#### 4. ENVIRONMENT, SAFETY AND HEALTH

The contractor shall take all reasonable precaution 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 40 CFR, Protection of the Environment; 49 CFR, Transportation; and 10 CFR 851 Worker Safety and Health Program, including the referenced standards (e.g., 29 CFR Parts 1910 and 1926, NFPA 70E, etc.); as well as any other applicable state, federal or 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. For Worker Safety and Health Program Violations, DOE 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 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.

Any person (DOE, Laboratory, Contractor) has both the authority and responsibility to stop any work activity reasonably anticipated to pose imminent danger of causing a fatal or serious injury.

(a) For clarity, the following electrical standards shall apply to this Agreement:

1. All electrical work performed at the Laboratory shall be executed in accordance with the 2017 National Electrical Code (NFPA 70) and 2015 Standard for Electrical Safety in the Workplace (NFPA 70E).
2. Subcontractor shall ensure each Subcontractor worker has received 2017 NFPA 70 and 2015 NFPA 70E code update training prior to any working performing work under this Agreement and maintain appropriate written documentation evidencing the training. Subcontractor shall provide copies of this documentation to the Laboratory Technical Representative and Laboratory Procurement Official immediately upon request. Such appropriate documentation include a copy of the card issued to the worker or a certification issued to the worker from the authorized certification agency.
3. Activity Hazard Awareness submittals shall be written to the 2015 NFPA 70E updated standard.

(b) Reporting Requirements

All accidents and unauthorized releases to the environment occurring at the Laboratory site must be reported immediately by dialing either the Facilities Service Project Manager at (515) 294-7895 or Environmental, Safety Health and Assurance (ESH&A) at (515) 294-2153. In addition, the Supplemental Record of Occupational Injury or Illness (Form 10201.004) shall be completed and submitted to the Facilities Services Representative within 24 hours of incident. 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.

(c) Orientation and Site Access

All contractor personnel are to meet with their Ames Laboratory Project Manager before starting work at the site. The Project Manager will give the contractor employees a building orientation.

(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 parking regulations.
6. Using Laboratory facilities such as the breakroom 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 as appropriate:

1. All contractors and subcontractors 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 worker 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 meet the ANSI Z87.1 standard and be marked with the ANSI Z87.1 designation.
3. Hard hats shall be worn at all times in the work area (as appropriate). 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 that meet ANSI Z89.2 standards and bear the Z89.2 designation.
4. All employees shall wear clothing suitable for the work and weather conditions. The minimum shall be short sleeve shirt, long trousers, and hard sole leather work boots providing ankle protection (as needed). Any work that presents a greater hazard to the feet or toes requires the use of steel toes or metatarsal guards. Canvas, tennis, or deck shoes are not permitted in a construction work area. Fire retardant clothing shall be worn if required by NFPA 70E.

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. No alarms, safety devices, etc. will be disabled without Laboratory approval.
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.
10. Emergency egress routes must be kept clear at all times, including doors, corridors, work site, and staging areas.
11. Lockout/tagout procedures shall be enforced. Laboratory maintenance personnel will de-energize systems and initiate lockout/tagout. 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. No work on energized parts and circuits is permitted.
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. An open flame permit must be issued by the Laboratory prior to any welding/cutting operations and be posted on-site in a conspicuous area at all times and all restrictions followed. Open burning, fire barrels, or other open-flame heating devices having exposed fuel below the flame are prohibited. Flash back preventers are required on oxygen/fuel hoses. Spark arresters shall be provided on all smoke stacks permitting live sparks, or hot material to escape.
13. Multi-purpose chemical fire extinguishers, appropriately rated to the hazards presented by the work, shall be located within 100 feet of the work area. Fire extinguishers must be a 10 pound (minimum), equipped with a pressure gauge, and have been inspected within the past 12 months. Existing Laboratory extinguishers within Laboratory buildings can be used to meet this requirement when working inside a Laboratory building. An additional contractor-provided extinguisher is required for each open flame operation.

(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.

## 5. ACCESS TO AND OWNERSHIP OF RECORDS

- (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 the 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 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.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), and 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.
- (g) Subcontracts.
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, (PAAA) or wherever 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. 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.