

## Instructions for 851 Off-site Moderate and High Risk Service Contractor Environment, Safety and Health (ESH) Requirements

### 1. NOTICE TO PROCEED

This contract is designated  moderate risk. The contractor shall not commence on-site work under this contract unless and until the contractor receives approval to proceed from the Project Specialist/Technical Representative.

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

### 2. INDEMNITY

(a) The contractor shall indemnify and hold UChicago Argonne, LLC,(Laboratory or Argonne) the University of Chicago, and the United States Government, and their directors, 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. This requirement shall survive termination or expiration of this agreement.

(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, death, 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, with coverage valid within the location(s) where the work is conducted:

LINE OF COVERAGE	LIMITS	
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence  General Aggregate Limit Applies Per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Log	EACH OCCURRENCE	\$2,000,000
	Personal & Adv Injury	\$2,000,000
	General Aggregate Products – COMP/OP AGG	\$2,000,000

AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto	COMBINED SINGLE LIMIT		\$1,000,000
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WC STATUTORY LIMITS	OTHER	\$1,000,000 \$1,000,000 \$1,000,000
	E.L. EACH ACCIDENT		
	E.L. DISEASE EA EMPLOYEE		
	E.L. DISEASE-POLICY LIMIT		

- (b) All policies, excluding Worker'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. All of contractor's insurers shall agree to waive rights of subrogation against the additional insureds.
- (c) 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 and its subcontractors shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of the Laboratory, U.S. Department of Energy (DOE), and contractor personnel, as well as members of the public, and protection of the environment. This includes compliance with all 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 10 of the Code of Federal Regulations(CFR)*Energy*, Part 851, *Worker Safety and Health Program (WSHP)*, which invokes Title 29 CFR, *Labor*, including but not limited to parts 1910 and 1926 as applicable; Title 40 CFR, *Protection of Environment*; Title 49 CFR, *Transportation*; Title 10 CFR 820, *Procedural Rules for DOE Nuclear Activities*; Title 10 CFR 830, *Nuclear Safety Management*, as well as other applicable state, federal, and local regulations Detailed information about this regulation can be found at the DOE's website (<https://www.energy.gov/gc/10-cfr-851-worker-safety-and-health-program>). The contractor is responsible for reviewing the requirements of this regulation and determining applicability with respect to subcontracted services provided to the Laboratory. 10 CFR 851 requires a DOE-approved WSHP for every covered DOE site. Requirements of the Argonne Integrated Safety Management System/WSHP description that are applicable to Laboratory subcontractors are specifically communicated through this document, form **ANL-366M&H-AMF, Moderate and High-Risk Work by Contractors off the Argonne Site**, Supplemental Conditions. Subcontractor compliance with 10 CFR 851 is, therefore, achieved by:

- (a) Complying with terms and conditions applicable to and associated with the contract, or alternatively,

- (b) Authoring, submitting, and obtaining approval from DOE of a site-specific WSHP. Prior to the date the contractor submits a proposal for this contract, or the date the contractor executes it, whichever is earlier, the contractor shall notify the Laboratory in writing if the contractor will seek DOE approval of any alternative site-specific WSHP developed by the contractor and also provide the Laboratory with copies of any such Plan and an opportunity to comment on and discuss any such Plan. Unless and until such DOE approval is given, the contractor will comply with the terms and conditions included and referenced in this contract.

The Laboratory shall notify the contractor in writing of any noncompliance with the provisions of this clause and corrective action to be taken which may include suspension of personnel from the site. DOE, if appropriate, can issue a Notice of Violation which can be accompanied by a fine per day citation. The contractor shall indemnify and hold the Laboratory harmless in the event DOE imposes a fine or penalty on the Laboratory pursuant to a violation of 10 CFR 851, and such fine or penalty arises out of or relates to the performance of work under this contract by the contractor, its subcontractors, and/or their agents, representatives, servants or employees. 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 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. If 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.

All Laboratory employees, Government employees, visitors, facility users, and contractors are empowered and obligated to stop any activity that they deem to pose an immediate danger to themselves; other employees, visitors, users, or contractors; the public; or the environment. This authority is referred to as "stop-work authority." Individuals who exercise stop-work authority also are obligated to immediately report their action to the division director or department head sponsoring the work, the Project Specialist, and the Project Manager and Laboratory Procurement Official affiliated with the work when applicable.

(a) Reporting Requirements for Incidents and Unauthorized Releases

- (1) All incidents and unauthorized releases to the environment involving contractors and subcontractors occurring at the United States Forest Services (USFS) site must be reported immediately by dialing 911 from a cellular phone. The incident or unauthorized release must also be reported immediately to the Project Specialist, Technical Representative or Project Manager. When this type of incident occurs or when the contractor is issued a Notice of Safety Violation, the contractor shall complete an ANL-240, Investigation Report for Injury/Illness or ORPS Report Level Low (RL L) and Report

Level Informational (RL I) Incidents, and ensure that any injured person and all witnesses to the incident complete an ANL-239, Incident Description and submit these to the Project Specialist, Technical

Representative or Project Manager within 24 hours. Contractor personnel must be made available upon request by the Laboratory for interviews or to assist in other investigation activities of the Laboratory. 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.

(b) Job Safety Analysis (JSA)

The JSA is a detailed analysis of the steps taken to complete each phase of the job, a detailed description of the hazards of each of those tasks and the mitigation actions that will be taken to eliminate or minimize the exposure to those hazards.

- (1) The contractor must submit to the Project Specialist/Technical Representative and have reviewed by Laboratory, prior to the pre-job meeting, a JSA (activity hazard analysis, per 10 CFR 851, ANL-209H). It must identify foreseeable hazards and planned protective measures; and identify competent persons required for workplace inspections of the construction activity, where required by OSHA standards. Safety Data Sheets (SDSs) for all chemicals used or brought onsite are to be submitted as part of this analysis. (A link to the JSA is provided at the end of this supplement.)

Note: A JSA is not required under the following circumstances:

- a. If the requisition is for a Contract of Augmented Staff/Personnel/Clerical or Office Support Staff (used as staff augmentation), where those personnel will complete a JHQ, complete all required Laboratory training including building orientation, and work under existing Laboratory work planning and control documents and associated work permits. If the requisition is for training services or demonstration of products provided, where there is no use of hand tools.
  - b. If the requisition is for the delivery of purchased items/materials, where the contractor will not use manual material handling equipment for off-loading or handling of procured goods.
  - c. If the requisition is for contracted transport of personnel such as chauffer, bus, or shuttle services.
- (2) Specific plans and/or procedures in the areas of fall protection, excavation, trenching, confined space, and hoisting and rigging may be required as job conditions dictate. Documentation to address these activities must be submitted to the Laboratory for review prior to starting work as provided below. Names and qualifications of competent persons as defined by OSHA must be submitted for review a minimum of seven (7) days prior to the start of those activities. If the Laboratory deems the submission acceptable and any other requirements have been met, work can commence.

The contractor shall submit the following documentation as may be required, including but not limited to:

- a. Equipment inspection documentation required by 29 CFR 1926, Subpart N must be with the equipment and shall be reviewed by the Laboratory prior to use. This includes personnel lifts, cranes, augers, suspended scaffolds, winches, spreader beams, and lifting devices.

- b. 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 JSA.
- c. All SDSs must be submitted as part of the JSA.
- d. Pressure vessel certificates per 29 CFR 1926.29 must be submitted and reviewed prior to use.
- e. Documentation of employee training and/or proof of proficiency required by OSHA shall be submitted for review prior to commencement of their work. Examples include CPR certifications, confined space training, competent persons for excavations and scaffolding, and fall protection training. In addition, documentation of appropriate NFPA 70E training of all electrical workers must be submitted.
- f. The contractor shall, without additional expense to the Laboratory, be responsible for obtaining all necessary environmental licenses and permits.
- g. 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 JSA form to indicate having received the orientation.

The JSA must be formally revised to incorporate any changes determined during this work. The revisions must be documented by the contractor and reviewed prior to the activity taking place. All personnel affected by any revisions shall be notified and advised by the contractor.

(c) Permits

As dictated by the scope of work and the mitigating actions necessary to address specific hazards, additional hazard specific plans or permits may be required.

The contractor shall work with the Laboratory in planning for, developing as needed, and obtaining review of these plans and permits and shall adhere to their conditions. Examples of these include, but are not limited to:

- |                                  |                          |
|----------------------------------|--------------------------|
| Open Flame Permit                | Work Entry Permit        |
| Energized Electrical Work Permit | Dig Permit               |
| Respiratory Protection Plan      | Blind Penetration Permit |
| Confined Space Entry Plan        | Fall Protection Plan     |
| Asbestos Abatement Plan          | Hoisting and Rigging     |
|                                  | Laser Operating Permit   |

(d) Environmental Plan

To the extent required by the project scope of work, the Laboratory's Environmental Plan shall be adhered to by the contractor as may be modified by the Laboratory during the work. The requirements will be detailed in the project specifications, including drawings.

(e) Contractor ES&H Representative

Contractors 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 Laboratory site.

- (1) The contractor shall submit the names and qualifications of the contractor ESH Representative and alternates to the Laboratory for review prior to assignment of duties.
- (2) The contractor ESH Representative shall attend the pre-job meeting and be present at all times work is being performed on site. If the contractor ESH Representative must be off site, the contractor shall notify the Laboratory of an alternate.
- (3) Duties include but are not limited to enforcing any company-specific safety programs/policies as well as Argonne and USFS requirements, providing job specific safety orientation, prevention of accidents, investigation of incidents/accidents, making daily inspections and reporting safety related information.
- (4) 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.

(f) ES&H Documentation

Contractor Corporate Safety Plan

(1) Within ten (10) calendar days after award of the contract, the contractor shall, unless waived by the Laboratory in writing, submit its Corporate Safety Plan (CSP), which contains all programs that are relevant to the contractor's business activities and at a minimum will contain all highlighted areas of the contractor Corporate Safety Plan Review Guide (ESQ-526), encompassing all applicable aspects of 10 Code of Federal Regulations (CFR) 851, Worker and Health Program, including 29 CFR 1910, OSHA Safety and Health Standards for General Industry, and 1926, Safety and Health Regulations for Construction, and 40 CFR, Protection of Environment. The contractor is required to comply with the requirements set forth in its plan. The contractor's corporate safety plan must be signed by a responsible company officer and at a minimum shall include the provisions set forth below.

- (i) A statement of the contractor's ES&H policy;
- (ii) The name and qualifications of the contractor's ES&H Representative and alternate and the names of competent persons for excavation, scaffolding, and confined space entry, etc., as required by the scope of work and/or work conditions;
- (iii) The frequency of regular safety inspections to be conducted by the contractor;

- (iv) The schedule of weekly toolbox meetings to be held with contractor employees to emphasize project safety and health, environmental protection, and fire prevention;
- (v) The location of the DOE-designated Worker Protection poster;
- (vi) Implementation of all ES&H requirements listed in the contract, including the specifications;
- (vii) Employee's right to file a concern with DOE;
- (viii) Intoxicant prohibitions; and
- (ix) Disciplinary policy and procedures.

Items that must be available and maintained at the job site include the JSA, SDSs, emergency phone numbers, workers compensation notice, all permits and all activity hazard analysis plans, the DOE-designated Worker Protection Poster, and the Laboratory's "DOE Differing Professional Opinion Process" poster (both posters at the end of Form 209M <https://my.anl.gov/esb/view/STELLENT/ANL-209M> )

- (2) The contractor's corporate safety plan will be reviewed for compliance with the requirements established above. If the plan is found to be in compliance, the Laboratory will accept it. Otherwise, it will be returned to the contractor with comments on areas not in compliance. A pre-work meeting will be held as needed, and field work will begin only after the plan is accepted. Any revisions subsequent to the initial acceptance shall be submitted for Laboratory acceptance prior to the contractor's implementation of these revisions.
- (5) The contractor is responsible for reviewing and approving its subcontractors' corporate safety plan(s), which must comply with the requirements of this contract prior to commencement of work on site and ensuring compliance during performance of the work.
- (6) If the contractor has an accepted corporate safety plan on file with the Laboratory, revisions necessary to address new scope shall be submitted, reviewed, and accepted prior to commencing new scope.

(g) Exceptions

Requests for exceptions to Laboratory environment, health and safety requirements or contractor's JSA must be submitted in writing to the Laboratory's Environmental, Safety and Health point of contact in a timely manner or as otherwise prescribed in the solicitation. Exceptions shall not be implemented without prior written approval by the Laboratory.

(h) ES&H Orientation and Site Access

All contractor personnel are to attend ES&H orientation before starting work at the site. The training consists of two parts, Contractor Safety Orientation (CSO) for service contracts provided by the Laboratory and JSA Review conducted by the contractor with its personnel. The web based CSO orientation for service contracts lasts approximately thirty minutes and may be conducted remotely. If the work is to be conducted in a construction zone, then CSO for construction projects must be taken. A refresher orientation is also required annually. Upon completion of the orientation, contractor personnel will receive a certificate that must be printed and presented to Laboratory personnel upon request.

Completion of the CSO is required for site access. Upon completion of the CSO and presentation of certificate of completion to the Laboratory, a gate pass will be issued to the contractor personnel for the duration of their work or for a length of time to be determined by the Project Specialist/Technical Representative. This pass is required for site access and is to be used only by the person 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.

All contractor personnel are to meet with their Laboratory Project Specialist/Technical Representative before starting work at the site.

All contractor personnel are required to adhere to all site access requirements of the Laboratory as may be revised from time to time, including but not limited to U.S. Department of Agriculture Forest Service Special Use Permit, REAL ID requirements, pandemic controls, etc. Failure to adhere to such requirements will result in denial of contractor personnel access to the site. The Laboratory is not responsible or liable for, and contractor shall not attempt to invoice for, any delays or costs resulting from or arising out of site entry denial due to contractor's failure to comply with this provision.

(i) Tool Inspection

Prior to the use of tools, the contractor must conduct a tool and equipment inspection. Upon arrival, and at any time during the job, the Laboratory or its representative may inspect contractor tools for compliance with OSHA, applicable work site requirements, and industry standards. Unsatisfactory tools must be tagged out of service and removed from the work site by the end of the work shift.

(j) Laboratory and USFS Site Rules

The following acts or conduct are prohibited at the Laboratory site, violations will result in disciplinary action. Contractor is responsible for communicating these rules to its personnel. The Laboratory may add additional rules at any time.

- (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) Behavior inconsistent with Argonne's Code of Conduct, available at [this website](#).
- (4) Stealing, misuse or destruction of Laboratory or Government property.
- (5) Violation of site traffic and parking regulations. Possession of a valid and appropriate drivers' license is required to drive on site.
- (6) Using facilities such as the cafeteria and washrooms while wearing extremely dirty or contaminated clothes and shoes.

(k) Laboratory Site Safety Requirements

The following requirements must be implemented on the job site and included in the contractor's JSA as appropriate. The Laboratory may add additional requirements at any time. This list is not intended to be exhaustive and specific hazards are to be addressed in the JSA.

- (1) The Laboratory conducts work using onsite permits. The contractor shall, without additional expense to the Laboratory, be responsible for obtaining all necessary environmental licenses and permits. There is no cost to the contractor for any Laboratory permits and no work activity shall be performed without the required permits. Such permits include work entry, energized electrical work, open flame, confined space entry, digging, concrete coring, using powder actuated tools, moving Government or Laboratory property off site, and removing asbestos. The contractor shall comply with all restrictions or provision listed on the permits. A permit to bring radioactive sources or x-ray equipment on site must be approved 48 hours in advance. All coring and penetrating equipment shall be properly grounded. The use of powder actuated tools is permitted.
- (2) All contractor personnel 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 is not responsible for providing or paying for PPE required by or issued to contractor personnel.
- (3) All contractor personnel shall always wear safety glasses with rigid side shields 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 American National Standard Institute (ANSI) approved and be marked with the ANSI marking "Z87.1" designation.
- (4) Hard hats shall be always worn in the work area as required by the JSA. 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.
- (5) All employees shall wear clothing suitable for the work and weather conditions. The minimum shall be short (1/4 length) sleeve shirt, long trousers, and hard sole leather work boots providing ankle protection. In addition, any work that presents a hazard to the feet or toes requires the use of steel toes or metatarsal guards. Canvas, tennis, or deck shoes are not permitted within the work area.
- (6) Ground fault circuit interrupters must be provided for electric hand tools and portable generators. The assured equipment grounding program is not an acceptable alternative.
- (7) All vehicles and mobile powered equipment, except automobiles and pickup trucks, must have backup alarms.
- (8) 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.
- (9) 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.

- (10) Emergency egress routes must be always kept clear, including doors, corridors, work site, and staging areas.
- (11) No Laboratory alarms, safety devices, etc. will be disabled without Laboratory approval.
- (12) 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.
- (13) 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 always posted on site in a conspicuous area 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 or check valves are required on oxygen/fuel hoses. Spark arresters shall be provided on all smokestacks permitting live sparks, or hot material to escape.
- (14) A “Multi-purpose” Class A-B-C dry chemical fire extinguisher, ten pounds (minimum) with a pressure gauge, and current inspection (within last 12 months) shall be within 100 feet of the work area. 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.
- (15) The use of explosives is prohibited without written approval from the Laboratory.
- (16) Metal ladders are prohibited.
- (17) 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 by the Laboratory for the duration of the project.
- (18) The Laboratory has a scaffolding tagging system in place and therefore will inspect all scaffolds built by the contractor prior to use. No scaffolding shall be used without the Laboratory inspection. The contractor must assign a trained and qualified competent person to supervise erection and conduct daily pre-use inspections of the scaffolds.
- (19) Respiratory Protection

If workers are required to wear respirators, a written respiratory protection program must be submitted to the Laboratory for review.

A written respiratory protection program must be submitted for review 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.

- (i) Medical certification records must be submitted as required by 29 CFR 1910 and 1926. These records must contain the conclusions of a physician regarding the evaluation of the individual employee and consider the employee's physical and psychological ability to use respiratory protection equipment. The records must state whether the employee is able to wear air-purifying respirators, atmosphere supplying respirators, or both. The records must be signed by the evaluating physician and dated within one year of the date of the intended use of the respiratory protection equipment.

Training records must be submitted which document that the employee was trained in and has mastered the training subjects in ANSI Z88.2-1992, Section 7.2. The records must be signed by the trainee and instructor and dated within one year of the date of the intended use of the respiratory protection equipment.

- (ii) Fit test records must be submitted 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. The records must document which types (brands and part numbers or materials of construction and size of respirators) provided a satisfactory fit. The employee must be fitted with the respiratory equipment that will be used at the site. The records must be signed by the employee and the fit tester and dated within one year of the date of the intended use of the respiratory protection equipment.

## (20) Electrical Protection

The contractor is required to comply with the following additional electrical requirements.

- (i) All new computer room electrical and data installations, from the feed to the termination at the equipment, must comply with the provisions of NEC Article 645, even if the room does not meet all the special requirements in 645.4.
- (ii) Abandoned cables and associated equipment must be removed back to the power source. Cables designated for reuse must be properly terminated and labeled at both ends.
- (iii) Panel boards must be marked with a number and location.
- (iv) Electrical equipment must be labeled to indicate the feed source and load.
- (v) Temporary wiring must be installed so that it will not create hazards. Wires that run across floors must have bridges over them to prevent physical damage and minimize the tripping hazard.
- (vi) Extension cords must not be spliced, tapped into, or modified in any way.
- (vii) All electrical utilization equipment that has been modified must be approved by an Argonne DEEI, Technical Representative, or Project Specialist before being placed into service.
- (viii) Supervisors and employees must verify that electrical utilization equipment is NRTL-listed or approved by an Argonne DEEI, Technical Representative, or Project Specialist prior to use. Unlisted electrical utilization equipment brought on site by a contractor must be

inspected by an Argonne Designated Electrical Equipment Inspector DEEI/Technical Representative/Project Specialist before use.

- (ix) Rental electrical utilization equipment brought onsite must be inspected by an Argonne DEEI, Technical Representative, or Project Specialist before use.
  
- (21) 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.

#### (l) Disciplinary Program

The contractor is required to implement a disciplinary program to control poor performance, misconduct, negligence, and safety violations by both its personnel and that of any of its subcontractors. If it is determined that the contractor has not implemented such a program, the Laboratory will enforce the following Disciplinary Program, which includes disciplinary actions up to and including termination of the contract and revocation of site access. If Laboratory disciplinary action results in suspension of contractor personnel from site access, 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 personnel 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 as determined by the Laboratory. Once removed, the contractor may request reinstatement-but no sooner than one year following removal from the active bid list. The contractor's request must be in writing in a form acceptable to the Laboratory.

The Laboratory will issue verbal warnings to contractors and subcontractors for safety infractions and will issue written citations for more serious or continual infractions. The following progressive program will be implemented in sequential stages based on that quantity of documented safety violations. The previous one-year period from the current date will be utilized in determining the quantity of violations.

#### (4) Stage 1 (Verbal Notification)

When contractor personnel are observed to be involved in a safety infraction that is not imminent danger, the employee shall be told of the infraction and the contractor's ES&H representative will be notified of the incident.

#### (5) Stage 2 (First Documented Safety Violation)

After receiving verbal notification, if contractor personnel are observed to be involved in the same safety infraction, or an infraction for which the employee should be cognizant of through his work qualifications, the contractor employee will receive a documented safety violation and the contractor's ES&H representative will receive a copy of the violation.

#### (3) Stage 3 (Second Documented Safety Violation)

Upon receipt of a second documented safety violation, notifications as stated in Stage 2 above shall be completed. In addition, the contractor shall contact the Laboratory to discuss the nature of the violations and the contractor's corrective actions needed to avoid repeated unsafe work practices and the consequences thereof.

(4) Stage 4 (Third Documented Safety Violation)

Upon receipt of a third documented safety violation, the contractor personnel will be required to return his/her Argonne gate pass and contractor Safety Orientation card to the Laboratory, and the contractor personnel's access to the Laboratory will be suspended for three working days. The contractor's management will be notified of this suspension by Laboratory Procurement. Prior to returning to work at the Laboratory, the contractor personnel will be required to attend the contractor Safety Orientation. In addition, contractor management and the contractor's personnel may be required to attend a meeting with Laboratory representatives prior to the employee being permitted access to the Laboratory.

(5) Stage 5 (Subsequent Safety Violations)

A subsequent documented safety violation of any nature will be caused to suspend the contractor personnel for two weeks. Additional safety violations will be cause for further suspension. Notification and conditions for granting return access to the Laboratory will be as described in Stage 4 above.

(6) Imminent Danger

Imminent danger situations include, but are not limited to, working at heights above six feet without fall protection; not locking out, tagging, and verifying control of hazardous energy before working; not complying with confined space entry requirements; and entering a trench, excavation or space without control measures in place. When contractor personnel are observed to be involved in a situation that places him/her or others in imminent danger of being seriously injured or killed, progressive discipline will not be enacted. The employee will be suspended from working on the Laboratory site for a period of six months. In addition, the contractor's ES&H representative may be suspended from working on the Laboratory site for three workdays. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

(7) Contractor's Supervisor and/or ES&H Representatives

The contractor's supervisor and/or ES&H representative may receive a documented safety violation notice for failure to enforce safety program requirements. Any contractor's representative who receives a suspension of any kind will not be allowed to continue in the ES&H representative capacity until reinstated by the Laboratory. Any suspension evoked upon a contractor's supervisor and/or ES&H representative will start on the day following the documented safety violation to allow the contractor time to arrange for a replacement, unless the violation involves imminent danger which warrants immediate removal from site. The contractor is responsible for submitting for the Laboratory's review, the name, and qualifications of a replacement ES&H representative before work will continue. Once an ES&H representative's status has been terminated, it is at the discretion of the Laboratory to determine reinstatement.

(8) Cost to the Laboratory

If Laboratory disciplinary action results in suspension of contractor personnel including supervisors, and ES&H representative as discussed above, 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.

- (m) Intoxicants. Contractor and subcontractor personnel are prohibited from possessing, using, consuming, selling, manufacturing, or distributing illicit controlled substances or alcoholic beverages under any of the following conditions: while operating vehicles during work performance, during working hours, on Laboratory premises, or on any other host facility premises during the performance of the work. Illicit controlled substances include drugs that are not legally obtainable, drugs that are legally obtainable but have been illegally obtained, and prescription drugs that are being used for other than prescribed purposes. Please note that although some states (including Illinois) allow medical marijuana prescriptions or recreational usage, federal laws and regulations do not acknowledge marijuana prescriptions or allow recreational usage. Accordingly, marijuana, even if it is medically prescribed or is used recreationally in a state that allows this, remains an illicit controlled substance under these terms and conditions and federal law. The personal property of contractor and subcontractor personnel is subject to reasonable lawful search with or without notice when justified by circumstances or workplace conditions. The Laboratory intends that any search undertaken for drugs will not be casual, routine, or random, but will occur only when sufficient corroborating evidence exists as justification. If contractor or subcontractor personnel substance abuse presents a threat to the health, safety, or welfare of the employee, other employees, or the public; to Laboratory, public, or private property; or to Argonne's security interests, the individual may be disqualified from site access.

The contractor shall ensure that all its personnel and all subcontractors are aware of and are complying with the contractor's JSA (project specific health & safety plan and activity hazard analysis per 10 CFR 851 Appendix A, Section 1) as well as all regulations in this ES&H clause.

**FAR/DEAR Clauses**

The clauses below that reference Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulations (DEAR) citations are based on such clauses with modifications to identify appropriate parties and are not quoted verbatim from such regulations. The clause dates provided are for the most recent versions of the clause current as of the contract issuance date.

Definitions: As used herein, "Argonne National Laboratory," "Argonne," "ANL" and "Laboratory" are used interchangeably to mean Argonne National Laboratory, operated by UChicago Argonne, LLC, acting under Prime Contract No. DE-A02-06CH11357 between UChicago Argonne, LLC and the Government for the operation of Argonne National Laboratory. "Government" means the United States of America and includes the United States Department of Energy ("DOE") or any duly authorized representative thereof. "Laboratory Procurement Official" means the person identified in the body of the agreement as the authorized contact for the Contractor.

Contractor shall flow down these clauses to the extent necessary to ensure compliance with contract requirements or as otherwise indicated within the clause.

**DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)(MAY 2015)**

- (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.
- (6) 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.
  - (7) 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 (that is, the contractor's corporate headquarters);
  - (8) 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
  - (9) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (10) 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.
- (f) 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 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, or whenever an onsite 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 onsite 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.

**DEAR 970.5223-1 Integration of environment, safety, and health into work planning and execution (DEC 2000)**

As prescribed in 970.2303-3(a), insert the following clause:

Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000)

- (a) For the purposes of this clause,
  - (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
  - (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the Contractor's work planning and execution processes. The Contractor shall, in the performance of work, ensure that:
  - (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Contractor and 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 to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

- (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the Contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the Contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The Contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the Contractor will –
- (1) Define the scope of work;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the Contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the Contractor will measure system effectiveness.
- (e) The Contractor shall submit to the Contracting Officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the Contracting Officer. Guidance on the preparation, content, review, and approval of the System will be provided by the Contracting Officer. On an annual basis, the Contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the Contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The Contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The Contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The Contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. 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 Contracting Officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the Contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event, the Contracting Officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Contracting Officer. 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.

- (h) Regardless of the performer of the work, the Contractor is responsible for compliance with the ES&H requirements applicable to this contract. The Contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.
- (i) The Contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or -leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the Contractor may choose not to require the subcontractor to submit a Safety Management System for the Contractor's review and approval.

**DEAR 952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR1984)**

The Contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. The Contractor shall submit a management program and implementation plan to the Contracting Officer for review and approval within 30 days after the effective date of this contract or modification. In the event that the Contractor fails to comply with said standards and requirements of DOE, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, 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 the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

**FAR 52.204-0 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

- (a) The contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The contractor shall account for all forms of Government-provided identification issued to the contractor employees in connection with performance under this contract. The contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government.
  - 1. When no longer needed for contract performance.
  - 2. Upon completion of the contractor employee's employment.
  - 3. Upon contract completion or termination.
- (c) The Laboratory Procurement Official may delay final payment under a contract if the contractor fails to comply with these requirements.

(d) The contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Laboratory Procurement Official.

## **MODERATE AND HIGH RISK JOB SAFETY ANALYSIS**

To fill out this form, click on link below:

Moderate Risk Job Safety Analysis

<https://my.anl.gov/esb/view/STELLENT/ANL-209M>

Off-Site High Risk Job Safety Analysis

<https://my.anl.gov/esb/view/STELLENT/ANL-209HOS>