

CH2M HILL HANFORD GROUP, INC.

ON-SITE WORK PROVISIONS

Revision 0b

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- Management is responsible for providing a safe and healthy workplace.
• Working safely is a condition of employment.
• All operations must be performed safely or not at all.
• All employees must be trained for the tasks performed.
• All employees are responsible for performing work in accordance with procedures, regulations, safety rules, and safe work practices.
• Safety and health related deficiencies must be corrected promptly.
• A clean and orderly workplace must be maintained.
D. Unless specifically authorized in writing by the Buyer or other person identified in the body of this Subcontract, no work shall begin until all requirements identified in these On-Site Work Provisions as being required actions prior to start of work are met.

Daily work schedules and facility operations are NOT consistent on the Hanford Site. In addition, some organizations and facilities observe alternate Friday closures. Accordingly, BEFORE scheduling work, or arriving on site, the Subcontractor shall make specific schedule arrangements for the performance of work or the delivery of services with the Buyer, and/or Buyer's Technical Representative (BTR). The Buyer will not be liable for the cost of any delays, layover, extra travel days, etc. which result from Subcontractor's failure to obtain a specific schedule in advance.

2.0 INTEGRATION OF ENVIRONMENT, SAFETY, HEALTH AND QUALITY (ESH&Q) INTO WORK PLANNING AND EXECUTION [DEAR 970.5223-1 (DEC 2000)] [DEVIATION]

2.1 General

- A. For the purposes of these ON-SITE WORK PROVISIONS:
1. The term safety encompasses environment, safety, health, and quality including pollution prevention, waste minimization, nuclear safety, and radiological protection.
2. The term employee includes both Subcontractor and lower tier subcontractor employees.
3. The term Safety Management System (System) refers to the CH2M HILL Integrated Environment, Safety & Health Management System (ISMS) Description for CH2M HILL.
4. The term Subcontractor refers to the company, person or organization performing work under this Subcontract.
5. The term Buyer shall mean the Buyer's Contracting Officer or authorized Purchasing Agent representing the company issuing this Subcontract.
6. The term Buyer's Technical Representative (BTR) shall mean the individual responsible for providing technical direction to the Subcontractor. The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract.
7. The term Work shall mean supplies, services, designs and data provided by Subcontractor and its lower tier subcontractors and all work performed with respect thereto pursuant to this Subcontract.
8. The term Government shall mean DOE (Department of Energy) when performing work under this Subcontract.
B. When performing work under this Subcontract, or any Subcontract Release issued under this Subcontract, the Subcontractor shall perform work safely, in a manner that

1.0 PREAMBLE

- A. These On-Site Work Provisions apply to work done for CH2M HILL Hanford Group, Inc. (CH2M HILL) on the Hanford Site. All the clauses in these On-Site Work Provisions are in addition to those of the General Provisions and any other On-Site Special Provisions that may apply to this Subcontract.
B. This Subcontract is awarded with the understanding that the goal of CH2M HILL is to establish and maintain a responsible and comprehensive program to assure that the Hanford Tank Farms are operated in a safe and environmentally acceptable manner for the protection of employees, the public, and the environment. It is the policy of CH2M HILL to use its best efforts to provide resources necessary to achieve this purpose and to cooperate with its Subcontractors, and with Federal and State agencies having an interest in environmental, safety, health and quality (ESH&Q) matters, to accomplish this goal.
C. CH2M HILL has a goal of zero occupational injuries and illnesses. We can achieve this goal by understanding and applying the CH2M HILL safety and occupational health principles:
• All injuries and occupational illnesses can be prevented.
• Preventing injuries is good business.
• CH2M HILL is committed to preventing accidents and reducing exposure to hazards to a level that is as low as reasonably achievable.

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ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of ESH&Q functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution processes. The Subcontractor shall, prior to 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 Subcontractor and *lower tier* subcontractor employees managing or supervising employees performing work.
 2. Clear and unambiguous lines of authority and responsibility for ensuring ESH&Q *requirements* are established and maintained at all organizational levels *documented and communicated prior to starting work*.
 3. Personnel possess the experience, knowledge, skills, *training* and abilities that are necessary to discharge their responsibilities.
 4. Resources are effectively allocated to address ESH&Q 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 ESH&Q 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 ESH&Q requirements to be satisfied for work *to be performed* are established and agreed-upon by the Buyer, and the Subcontractor. These agreed-upon conditions and ESH&Q requirements are requirements of the Subcontract and binding upon the Subcontractor. 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 System.
 8. *The Subcontractor's workers are actively involved in the Subcontractor's safety program, job hazard analysis, and pre-job safety reviews.*
 9. *Open and effective communication exists between the Subcontractor and the BTR to support management of ESH&Q issues and initiatives.*
 10. *Workers, fieldwork supervisors, and management continually ensure the adequacy of work processes, procedures, and equipment, and correct deficiencies when identified.*
 11. *Senior Subcontractor management is actively engaged in the implementation, feedback and improvement of the Subcontractor's safety program.*
- C. The Subcontractor shall manage and perform work in accordance with a documented System that fulfills all conditions in paragraph (B) of this clause at a minimum. The Subcontractor shall use industrial health and safety procedures governed under 29CFR1910 and 29CFR1926. The Subcontractor may use CH2M HILL procedures for this compliance. If other procedures are used, they must be approved by CH2M HILL and approval must be documented by letter prior to performing work. Documentation of the System shall describe how the Subcontractor will:
1. Define 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 Subcontractor shall submit to the *Buyer* documentation, including changes, of its System for review and approval. The Buyer will establish dates for submittal, discussions, and revisions to the System. Guidance on the preparation, content, review, and approval of the System will be provided by *the Buyer*. On an annual basis, the Subcontractor shall review and update, for CH2M HILL approval, its safety performance objectives, performance measures, and commitments. 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 Subcontractor's business processes for work planning, budgeting, authorization, execution, and change control.
- E. The Subcontractor shall comply with, and assist the *Buyer* in complying with, ESH&Q requirements of all applicable laws, regulations and directives. *The Buyer also has identified specific requirements applicable to this work scope in the specifications of this Subcontract. The Subcontractor shall meet all these requirements, including any additional requirements, which the Subcontractor identifies.* The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ESH&Q matters under this Subcontract. *Where a conflict exists between regulations, requirements or standards, the Subcontractor shall bring the conflict to the attention of the BTR and Buyer, who shall resolve the conflict.*
- F. The Subcontractor shall promptly *identify*, evaluate and communicate to the BTR and Buyer any noncompliance with applicable ESH&Q requirements, *and the System, if applicable.* If the Subcontractor fails to provide the necessary communication to the BTR and Buyer or if, at any time, the Subcontractor'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 Buyer may issue an order stopping work in whole or in part. Any stop work order issued by the Buyer under this *provision* (or issued by the Subcontractor to a lower tier subcontractor in accordance with 2.1 of this *provision*) shall be without prejudice to any other legal or contractual rights of the Buyer. In the event that the *Buyer* issues a stop work order, *the Buyer must issue* an order authorizing the resumption of the work *before work may resume.* The Subcontractor shall not *necessarily* be entitled to an extension of time or additional costs, fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this provision. *See Paragraph 11 for additional requirements regarding stop work and shutdown orders.*
- G. The Subcontractor is responsible for compliance with the ESH&Q requirements applicable to this Subcontract regardless of whether the performer of the work is the Subcontractor or a lower tier subcontractor. The Subcontractor is responsible for flowing down the ESH&Q requirements applicable to this Subcontract to *lower tier* Subcontractors to the extent necessary to ensure the Subcontractor's compliance with the requirements.
- H. The Subcontractor shall include a clause substantially the same as this *provision in lower tier* subcontracts involving complex or hazardous work on site at a GOVERNMENT-owned or GOVERNMENT-leased facility. Such lower tier subcontracts shall provide for the right to stop work under the conditions described in Paragraphs, 2.1.F and 11. Depending on the complexity and hazards associated with the work, the Subcontractor may require the subcontractor to submit a System for the Subcontractor's review and approval.

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2.2 Specific Requirements: (Unless superseded by specific requirements elsewhere in this Subcontract, the Subcontractor shall comply with the following minimum requirements:)

- A. CH2M HILL Safety requirements for the specific work scope will be determined based on a preliminary hazard assessment(s) and provided to the Subcontractor as an attachment or embedded in the Statement of Work.
- B. Prior to commencing the on-site work, the Subcontractor shall identify a member of its staff as its "Safety Representative." This individual shall have the authority and responsibility to ensure full implementation of the Subcontractor's Safety Plan and to identify and correct any unforeseen hazardous or unsafe conditions, acts or instances of noncompliance. The Subcontractor shall submit the name of the Safety Representative to the BTR and to the Buyer for approval.
- C. The Subcontractor and all lower tier subcontractors who perform work on the Hanford Site shall obtain the following occupational medical services from the Site Occupational Medicine Contractor: occupational medical evaluations, including return to work evaluations and work restriction reviews; medical surveillance evaluations; occupational primary care; health care center/first aid; work conditioning, care management, work site health programs including blood-borne pathogens and immunizations; behavioral health services, including employee assistance programs; and health information services, including services such as medical records and scheduling. The Subcontractor shall coordinate with the CH2M HILL Safety and Health Department with regard to these services.
- D. The Subcontractor shall ensure that Industrial Hygiene (IH) exposure monitoring equipment brought to the site is calibrated, maintained, and operated in accordance with sound IH practices to ensure data obtained is legally and technically defensible. Subcontractor shall use the data collection forms provided by the BTR and ES&H Team, and at the request of the Buyer's ES&H Team, the Subcontractor shall provide any additional calibration and maintenance history for the equipment. The Subcontractor shall assure that samples collected in airborne contamination areas are submitted to nationally accredited analytical laboratories, approved to accept IH samples. Cost of replacement or decontamination of IH monitoring equipment that has been radiologically contaminated such that it cannot be released to the operator will be borne by the Subcontractor.
- E. Material Safety Data Sheets (MSDS), for hazardous chemicals (as defined by 29 CFR 1910.1200) which will be used during the work activity, shall be provided to the BTR and Buyer's Nuclear Operations Waste Management Services representative and approved by the CH2M HILL Safety and Health Department prior to bringing on Site. (See paragraph 3.0 HAZARDOUS MATERIALS/WASTE below.)
- F. While on the Hanford Site, the Subcontractor shall operate motor vehicles only on hard-surfaced or gravel roads unless prior approval is obtained from the BTR. During high fire hazard periods, the Subcontractor shall adhere to all restrictions of off-road travel, which include, but are not limited to, requiring vehicles to carry fire extinguishers, shovels and radio communications. The BTR and Buyer reserve the right to ban all off-road travel during extreme fire hazard periods.
- G. The Buyer determines 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. Topics of discussion will include at a minimum CH2M HILL procedures, orientation and training requirements, job hazards, and communication protocols. A walk down of the job site may be included.
- H. Any crane, hoist, or rigging operation shall be governed by HNF-IP-0842, Volume IX, Section 4.11, "Hoisting and Rigging", or an equivalent Subcontractor procedure approved by CH2M HILL. Compliance with DOE-RL-92-36, "Hanford Site Hoisting and Rigging Manual" is required.

- I. The Subcontractor shall use the Energized Electrical Work Control process or submit an equivalent for CH2M HILL Industrial Safety and Health approval.

2.3 Required Notifications

- A. The Subcontractor shall immediately notify the Buyer and the CH2M HILL Safety and Health Department of any occupational injury, illness.
 - B. The Subcontractor shall immediately notify the Buyer, BTR, and the CH2M HILL Safety and Health Department for any deviation from a planned or projected activity that has a potential environmental, health, safety or quality significance.
 - C. The Subcontractor shall immediately notify the Buyer and CH2M HILL Safety and Health Department of any employee occupational exposure (either measured or estimated) to toxic substances (e.g., chemical hazards), harmful physical (e.g., noise, laser light, ergonomic, etc.) agents, or hazards, that exceed the Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL), or trigger level, the American Conference of Governmental Industrial Hygienist (ACGIH) Threshold Limit Value (TLV), or 10 CFR 835 Occupational Radiation Protection Standards.
 - D. The Subcontractor shall immediately notify the Buyer and BTR of any requests from or notifications to external agencies and/or regulators, required as a result of employee exposure.
 - E. The Subcontractor shall immediately notify the BTR and the CH2M HILL Safety and Health Department, not less than five working days prior to bringing to the Tank Farms any equipment of the type indicated below so that the BTR may arrange for a safety inspection, as appropriate. Equipment on which the CH2M HILL Safety and Health Department may perform a safety inspection includes, but is not limited to, the following:
 - 1. Cranes, derricks, hoists, forklifts and manlifts.
 - 2. Earth moving equipment.
 - 3. Off-highway motor vehicles.
 - 4. Pile driving equipment.
 - 5. Rock drilling, core drilling, well drilling and similar equipment.
 - 6. Pressure vessels and/or equipment supplied with pressure vessels, either fired or unfired.
 - 7. Equipment employing "laser" techniques.
 - 8. Powder-actuated tools.
 - F. Subcontractor shall provide the following documents for equipment to be inspected:
 - 1. A copy of the latest maintenance and certified inspection (as applicable) with expiration date.
 - 2. Manufacturer's specification and/or recommendations.
 - 3. Load rating charts and other information as applied to cranes and hoists.
 - 4. Hydrostatic test certification (if applicable).
 - 5. Qualified operator certifications.
 - G. Equipment presented for inspection shall have all required protective equipment installed when inspected. Warnings and postings shall also be in place.
- 2.4 Investigation Support**
- A. The Subcontractor shall cooperate in the conduct of accident investigations, including submission of a comprehensive report of any accident and shall cooperate as appropriate in the conduct of investigations relating to recordable injuries/illnesses and property damage.
 - B. Equipment involved in an accident resulting in an injury, shall not be moved until the BTR releases such equipment, except where removal is essential to prevent further environment / property damage or injury/illness. Where necessary to remove the injured, such equipment may be moved only to the extent of making possible such removal.

2.5 Reporting and Record keeping

- A. If the Subcontractor's on-site workforce includes 10 or more employees, or if the Subcontractor's work involves the use of equipment as listed in 2.3.E above, the Subcontractor shall maintain a log and summary of all recordable occupational injuries and illnesses. For this purpose, OSHA Form Number 300 shall be used. The log and summary shall be completed in the detail provided in the Form and instructions on OSHA Form Number 300, in compliance with Occupational Safety and Health Standards 29 CFR 1904.
- B. The Subcontractor shall assure all of its employees who experience an injury or illness while performing work under this Subcontract shall report immediately to supervision to assure evaluation, proper treatment, and injury/illness documentation on CH2M HILL Injury/Illness Report (Site Forms A-6001-714), or an approved equivalent
- C. The Subcontractor shall report each month an accounting to the Buyer and CH2M HILL Safety and Health Department of all injuries/illnesses in connection with work performed under this Subcontract. The report shall identify the Subcontractor's name, Subcontract number, and total number of personnel and man-hours worked by the Subcontractor on-site during the month.
- D. In addition to monthly reporting, if the Subcontractor's on-site work force includes 10 or more employees, the Subcontractor shall submit to the CH2M HILL Safety and Health Department by the fifth (5) working day following each calendar quarter, a report on OSHA Form Number 300, or equivalent, covering all recordable injuries or illnesses in connection with this Subcontract. The report shall identify the Subcontractor's name, Subcontract number, and total number of personnel and man-hours worked by the Subcontractor during the quarter.
- E. The Subcontractor shall report property damage to or losses of GOVERNMENT owned or leased property to the Buyer and CH2M HILL Safety and Health Department, regardless of cause.
- F. The Subcontractor shall provide the BTR and CH2M HILL Safety and Health Department, copies of safety inspections, audits, and assessments performed under this Subcontract. In addition, the Subcontractor shall provide the Buyer all employee occupational exposure records. Employee occupational exposure records include workplace monitoring or measuring of a toxic substance, radiological material, or harmful physical agent including personal, area, grab, wipe or other forms of sampling, as well as, related collection and analytical methodologies, calculations and other background data relevant to interpretation of the results. The Buyer shall provide the Subcontractor the appropriate exposure data collection forms. Title to employee occupational exposure records shall be vested in GOVERNMENT.
- G. The CH2M HILL Employee Concerns Program is available for use by all Subcontractor personnel working on site for the reporting of issues/concerns related to safety, health, environmental protection, quality, security or illegality. Issues should be raised through CH2M HILL project management if possible, or made directly to the Employee Concerns Office at phone numbers posted on site. Concerns may also be submitted anonymously by calling (509) 373-5444.

2.6 Site-Wide Qualification and Training

The Subcontractor shall ensure that its personnel meet and maintain the appropriate training, qualification, and certification requirements for the scope of work. CH2M HILL-specific training requirements to safely perform this work will be identified by the Buyer, in accordance with the Tank Farm Subcontractor Qualification and Training Plan, RPP-MP-011. The Subcontractor shall ensure that training requirements are identified, understood, and personnel trained prior to initiating work under this Subcontract.

The Subcontractor shall provide, at the request of the BTR, a list of qualified Subcontractor personnel working under this Subcontract.

3.0 HAZARDOUS MATERIALS/WASTE

- A. Hazardous materials used and hazardous waste generated onsite by the Subcontractor shall be transported, managed, handled, and otherwise treated, stored and disposed of in accordance with (i)

applicable Federal, State of Washington, and local statutes, rules, regulations, and ordinances; (ii) applicable CH2M HILL Policies and Procedures; and (iii) Subcontractor's established handling and management procedures, which are subject to review and approval by the BTR and Buyer prior to performance. The Buyer also reserves the right to review and approve hazardous materials prior to use onsite and require product substitution of less hazardous or nonregulated materials. Subcontractor shall minimize waste generation and prevent pollution as practicable, and report the results of such efforts to the BTR.

- B. Subcontractor shall supply a list of, and MSDS for, all hazardous materials brought onsite. Subcontractor shall keep the list current, and shall provide the list to the BTR on a quarterly basis. Subcontractor shall communicate the information required under the Federal Emergency Planning and Community Right-to-Know Act (including quantities used, dates brought onsite, types of containers, and locations of storage) to the BTR and Buyer. Subcontractor also shall make available at each location, and review with its personnel, information contained in MSDSs for the hazardous materials to be used there.
- C. Subcontractor is responsible for reporting and remediating hazardous material and hazardous waste spills and other releases in accordance with (i) Federal, State of Washington, and local statutes, rules, regulations, and ordinances; and (ii) applicable CH2M HILL Policies and Procedures. Notwithstanding this provision, CH2M HILL can assume responsibility for remediation at its election.

4.0 SECURITY

The Subcontractor shall comply with the following security instructions and requirements:

4.1 Badge Requirements

- A. Any person assigned to work in a Protected; Limited or Property Protection Area or any CH2M HILL facility shall be required to wear a security badge identifying himself/herself. If any such persons are foreign nationals, special procedures shall apply when applying for and receiving a security badge. Subcontractor shall comply with all badging, training, and procedural requirements, as directed by the Buyer. The identification badge shall be worn in plain view, above the waist, on the front of the body. If required, a dosimeter will be issued in conjunction with the security badge. [Ref. DOE Order 5632.1C, "Protection and Control of Safeguards and Security Interests"]
- B. The CH2M HILL Buyer will authorize badges for subcontractor personnel. Badges and dosimeters will be issued, after successful completion of Hanford General-Employee Training, by Hanford Security at location(s) and according to schedules provided by the Buyer. Subcontractor shall provide the Buyer the complete name (as it appears on the photo identification to be used), business address, social security number, citizenship, birth date, and the city and state of birthplace of the individual(s) requiring a security badge(s), at least two working days prior to the date the employee(s) first require the badge(s) for work performance. Each Subcontractor employee requiring a badge must appear in person with photo identification (e.g., valid driver's license) to identify himself/herself to obtain a badge. [Hanford Central Badging Office, located at the 3790 Bldg, 300 Area, hours are normally 7:00 a.m. through 4:00 p.m. regular workdays.]
- C. Subcontractor shall identify and gain Buyer advance approval to utilize a foreign national requiring a Hanford Site badge.
- D. If a Subcontractor employee loses a badge and/or dosimeter, he/she shall report the loss immediately upon discovery to the Hanford Patrol, Hanford Personnel Security office, the BTR, and the Buyer.
- E. Upon termination of employment or completion of the Subcontractor's work, and before final payment shall be made, all badges and dosimeters issued to Subcontractor employees shall be returned to the issuing office. The Buyer will charge the Subcontractor a \$1,000 fee for each badge or dosimeter not returned. The charge shall be deducted from payments otherwise due the Subcontractor. Refund of charges, previously collected

for badges and/or dosimeters subsequently found will not be made after the date of final payment to the Subcontractor.

4.2 Prohibited Articles

- A. Subcontractor's employees shall not personally carry, or otherwise transport or transfer, certain items of personal property onto the Hanford site or any GOVERNMENT-owned or leased facility on which the Subcontractor is performing work under this Subcontract.
 - 1. The following categories of items are normally prohibited from work locations anywhere on the Hanford Site or in Site-associated facilities:
 - a. Dangerous weapons, ammunition, explosives, incendiary devices, or similar devices, which could cause damage or personal injury.
 - b. Controlled substances, drug paraphernalia, alcoholic beverages (including "near" and "non-alcoholic" beer).
 - 2. In addition to the items listed above, the following items of privately owned property are prohibited within Exclusion, Limited, and Protected Areas:
 - a. Radio transmitters and cellular telephones.
 - b. Computers and associated media.
 - c. Recording equipment (audio, video, and data).
 - d. Cameras (still, motion picture, video).
 - 3. Personal protective sprays are prohibited within Protected Areas.
- B. If Subcontractor, or any of its employees, needs any kind of prohibited item to meet a requirement of this Subcontract, Subcontractor shall contact the Buyer for guidance in acquiring the necessary pass.
- C. Subcontractor's employees and their vehicles, packages, or other types of containers may be subject to a search for prohibited articles at any time while performing work on/in any of the types of Hanford Site or Site-associated facilities indicated above.

4.3 Notification of Foreign Ownership, Control, or Influence

- A. Subcontractor shall immediately notify the Buyer, in detail, if any of the following factors apply:
 - 1. If a foreign interest owns or has beneficial ownership in 5% or more of Subcontractor's company's (companies') voting securities, or has management positions such as directors, officers or executives in your company, or is in a position to control or influence the election, appointment or tenure of said management positions, or participates as interlocking directors;
 - 2. If Subcontractor's company owns 10% or more of any foreign interest;
 - 3. If Subcontractor's company is indebted to or derives income from any foreign interest;
 - 4. If Subcontractor's company has any Subcontracts, binding agreements, understandings, or arrangements with foreign interest(s) that cumulatively represent 10% or more of your gross income;
 - 5. If 5% or more of any class of Subcontractor's company's (companies') securities are held by any method which does not disclose beneficial owner of equitable title;
 - 6. If there are any citizens of foreign countries employed by, or who may visit Subcontractor's offices or facilities which permit them access to classified information or special nuclear material;
 - 7. If Subcontractor's company has any foreign involvement not otherwise covered in the above questions.
- B. Following submission of such notice, an evaluation of Subcontractor's ownership and control situation shall be made, the results of which may require the Buyer to negotiate suitable methods of controlling foreign influence relative to work being

performed under this Subcontract, or may cause the Buyer to terminate the Subcontract for the convenience of CH2M HILL.

4.4 Personnel Qualifications

- A. If work to be performed under this Subcontract requires Subcontractor personnel to acquire, or be granted, security clearances, certain information may be required to permit the government to grant the clearance(s). Typical information includes, but may not be limited to, the following:
 - 1. Verification of U.S. citizenship;
 - 2. A credit check;
 - 3. Verification of high school degree/diploma or degree/diploma granted by an institution of higher learning within the last 5 years;
 - 4. Personal references;
 - 5. Local law enforcement checks when state or local law, statute, or regulation does not prohibit such checks.
- B. When a security clearance will be required, the Subcontractor's personnel job qualifications and suitability must be established before a request is made to the Buyer for a security clearance. The Subcontractor's personnel selected will be subject to a government background investigation and must meet eligibility requirements for access to classified matter.
- C. When Subcontractor personnel are being hired specifically for a position, which shall require a GOVERNMENT security clearance, the personnel shall not be placed in that position prior to the security clearance being granted by the GOVERNMENT.
- D. Subcontractor is responsible for maintaining satisfactory standards for employee qualifications, performance, conduct, and business ethics under its own personnel policies.

5.0 MEDICAL

- A. The Buyer will require Subcontractor's employees to undergo medical evaluations, which may include medical qualification and medical monitoring examinations at CH2M HILL's expense, excluding requirements contained in Paragraph 12.0, this provision. The need for medical examinations will be determined based on the documented evaluations by the Subcontractor and CH2M HILL's Safety and Health Department. SITE OCCUPATIONAL MEDICINE CONTRACTOR shall perform all medical examinations required for performance of this work scope. (see also Paragraph 2.0, Integration of Environment, Safety and Health (ESH&Q) into Work Planning and Execution and 2.2.C, under Specific Requirements).
- B. In the event SITE OCCUPATIONAL MEDICINE CONTRACTOR determines that the Subcontractor employee is medically unable to safely perform the assigned work scope, the Subcontractor shall be responsible for reassigning the employee or providing the appropriate accommodations.
- C. In the event that efforts under this Subcontract involve work in radiation zones or result in routine exposure to radioactive materials, medical related examinations may be required before, during and after the work. CH2M HILL shall provide such medical examinations at no cost to the Subcontractor.
- D. Individual occupational exposure records generated in the performance of this Subcontract will be maintained by CH2M HILL. The exposure levels received by the Subcontractor's employees will be shared with the individual, as well as the Subcontractor, at the conclusion at the Subcontract, or at the end of the year if the Subcontract goes beyond the end of the calendar year.

6.0 RADIATION PROTECTION

- A. Subcontractor shall ensure that all employees and other persons under its control comply with the requirements of the CH2M HILL Radiation Protection Program (HNF-MP-5184), as implemented by Tank Farm Radiological Control Manual (HNF 5183), and regulations pertaining to control of radiation and/or contamination as set forth herein. If the Subcontract involves work in areas that contain irradiated or contaminated equipment,

Subcontractor and its employees shall be required to undergo CH2M HILL training and orientation.

- B. Subcontractors performing radiological work for CH2M HILL shall develop a Subcontractor ALARA Policy statement endorsed by the Subcontractor's Senior Executive(s). The ALARA Policy shall be issued in writing and Subcontractor line management held responsible for strictly adhering to the policy. Included in the Subcontractor's ALARA Policy will be a commitment to comply with all of the ALARA policies and procedures of CH2M HILL.
- C. Subcontractor shall ensure that individuals responsible for developing and implementing radiological measures have the appropriate education, training, and skills to discharge these responsibilities. Subcontractor is responsible to determine necessary education, training, and skills for activities as part of the System described in Section 2.1.C.
- D. CH2M HILL's policy is to conduct personnel surveys immediately upon leaving a contamination area, high contamination area, or airborne radioactivity area. The Subcontractor agrees that its employees shall submit to such a survey and, if necessary, decontamination procedures.
- E. CH2M HILL shall conduct radiological surveys on the release of equipment, tools, or other personal property brought into such areas. It should be understood by the Subcontractor that any material or equipment brought into Tank Farm Contamination Areas without prior release methodology approved by CH2M HILL may not be released, depending on CH2M HILL's determination of eligibility for release. CH2M HILL assumes no liability for such materials or equipment. CH2M HILL shall decontaminate, destroy or dispose of contaminated property.
- F. The Subcontractor shall notify the BTR and the Radiological Control Organization of the affected area in writing, prior to bringing a radioactive source, radiation generating device or radiation monitoring instrumentation that utilizes a radioactive source as a check source, "Keep Alive" source or stabilization seeds on-site. This notification will contain the off-site company name, source isotope, source activity, physical nature of the source (liquid, gas or solid), radiation dose, whether the source is shielded or unshielded, the location of source while on site, the custodian of the source (point of contact), and the arrival and departure dates. The Subcontractor will also notify the BTR and the Radiological Control Organization in writing when the source has been removed from the Hanford Site.
- G. Basic Dosimeter. Each employee of the Subcontractor and lower tier subcontractors may be issued a basic dosimeter for performance of the work under this Subcontract. Dosimeters are issued at the 3790 Building, 300 Area; from 7:00 a.m. to 4:00 p.m., Monday through Friday (excluding legal holidays). Dosimeters will be issued for the duration of a specific Subcontract or for the current calendar year. If a Subcontract performance period extends beyond the last Friday of the current calendar year, a new dosimeter must be obtained before that date.
 - 1. Dosimeters, which expire at the end of a calendar year, must be returned by January 15 of the next calendar year.
 - 2. Dosimeters may be issued for shorter periods of time or to monitor specific locations based on the requirements of the activity. The Subcontractor agrees to comply with approved site procedures for assignment of dosimetry, wearing of dosimetry, and return of dosimetry.
 - 3. All dosimeters must be returned (1) within thirty (30) calendar days after the completion of the work, (2) on or before January 15 of the next calendar year, or (3) prior to final payment under the Subcontract, whichever is earliest.

See also 4.1, "Badge Requirements."

- H. Subcontractor will use PNNL Dosimetry Services for exposure records and tracking.
- I. Instruments used by the Subcontractor for radiological monitoring will be approved by the Radiological Control Organization, calibrated, maintained, and operated in accordance with approved procedures.

- J. All Subcontractor employees entering radiological areas will be required to meet Tank Farm entry requirements, or be escorted by qualified personnel.

7.0 EMERGENCY PREPAREDNESS

The Subcontractor and any of its lower tier subcontractors performing work on the Hanford Site shall comply with the portions of the Hanford Emergency Management Plan (DOE/RL-94-02 current revision) applicable to the work being performed.

8.0 SUBCONTRACTOR FURNISHED MATERIALS AND/OR TOOLS

If Subcontractor is required to furnish, and bring on the Hanford Site, its own materials and/or tools, Subcontractor shall contact the Buyer prior to coming onto the Hanford Site and identify the specific items to be brought on site. The Buyer shall arrange for a property pass to be issued by CH2M HILL to the Subcontractor. The property pass must be issued before Subcontractor, or its employees may bring non-government owned property onto the Hanford Site or to take such property off the site. See paragraph 4.2 for handling of prohibited articles.

The Subcontractor shall not bring to the Tank Farms nor use beryllium alloy tools in the performance of work.

9.0 INSURANCE

- A. Subcontractor, as required, shall procure and maintain at its own expense, the insurance policies and coverage limits described below unless waived in writing by the Buyer. Subcontractor shall ensure that lower tier subcontractor agreements at least duplicate the insurance policies and coverage limits required of Subcontractor, if lower tier subcontractors will perform work at site, unless waived by the Buyer. The Buyer's waiver shall not apply to insurance required by statute. Subcontractor agrees to provide insurance certificate identifying the insured, Subcontract Number and the Buyer's name and company.
 - 1. Workers Compensation, Occupational Disease, Disability Benefit, and other similar employee benefit insurance required under the laws of the state that apply to the work to be performed under this Subcontract.
 - 2. Commercial General Liability Insurance, including Employers Liability and Owner's and Subcontractor's Protective and Contractual Liability, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss.
 - 3. Automobile Liability Insurance for all motor vehicles, including owned, non-owned, and hired motor vehicles, used by or on behalf of Subcontractor in connection with work to be performed under this Subcontract with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss. If hazardous materials are to be transported, Subcontractor shall maintain liability insurance evidenced by ISO Form CA001 with MCS-90 and CA9948 endorsements attached.
 - 4. Tool and Equipment Insurance for all tools and equipment, including rentals, used in connection with the work to be performed under this Subcontract.
 - 5. The Subcontractor shall furnish the Buyer with satisfactory evidence of Subcontractor Provided Insurance, unless waived in writing by the Buyer, prior to commencing work to be performed under this Subcontract, with the provision that at least thirty (30) days prior written notice is given to the Buyer in the event of cancellation or material change. In addition, the following requirements apply: (i) coverage's evidenced by Subcontractor Provided Insurance policies shall be primary; (ii) such policies shall contain a Separation of Insureds clause and Waiver of Subrogation in favor of Buyer and Government; and (iii) Subcontractor shall name CHG and Government additional insureds on all such applicable policies.

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10.0 EMERGENCY CLAUSE

- A. The Manager, U.S. Department of Energy, Office of River Protection (DOE-ORP) or designee shall have sole discretion to determine when an emergency situation exists as a result of facility operations within the physical boundaries defined in this Subcontract affecting personnel, public health, safety, the environment, or security. The Manager, Richland Operations Office, or designee has the discretion to determine when an emergency condition exists elsewhere on the Hanford Site that may affect DOE-ORP employees. In the event the Manager, DOE-ORP, or designee, determines such an emergency exists, the Manager, DOE-ORP, or designee, will have the authority to direct any and all activities of the Subcontractor and lower tier subcontractors necessary to resolve the emergency situation. The Manager, DOE-ORP, or designee may direct the activities of the Subcontractor and lower tier subcontractors throughout the duration of the emergency.
- B. The Subcontractor shall include this clause in all lower tier subcontracts at any tier for work performed at the Hanford Site.

11.0 SHUTDOWN AUTHORIZATION

- A. In the event of a specific imminent environmental, health, or safety hazard, identified by facility line management, U.S. Department of Energy (DOE) Facility Representatives, operators, or facility health and safety personnel over viewing facility operations, the individual or group identifying the specific imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard. This shall be accomplished by directing the operator/implementer of the activity or process causing the imminent hazard to shutdown the activity or the facility or by initiating emergency response actions or other actions to protect the health and safety of the workers and the public and to protect GOVERNMENT facilities and the environment. (GOVERNMENT designated Facility Representatives provide technical oversight of operations to help line management ensure that the facilities are operated in a safe, healthful, and environmentally acceptable manner in accordance with DOE Orders and other requirements. As such, they have "Stop Work" and "Shutdown Authorization" authority.)

In the event an imminent environmental, health, or safety hazard is identified, the individual or group that identified the hazard shall coordinate with an appropriate Subcontractor official, who will direct as needed, broader shutdown actions or other actions, as required. Such mitigating actions shall be subsequently coordinated with the Manager, Office of River Protection, the facility/site DOE management, and the facility/site Subcontractor management. The shutdown direction shall be promptly confirmed in writing from the cognizant Buyer.

This authority is in addition to the Section 2.0 Clause entitled Integration of Environment, Safety, Health and Quality (ESH&Q) into Work Planning and Execution.

- B. In the event of a non-imminent environmental, health, or safety hazard identified by facility line managers, facility operators, health and safety personnel over viewing facility operations, or by independent oversight organizations, the individual or group identifying the potential environmental, health or safety hazard may recommend corrective action or facility shutdown. However, the recommendation must be coordinated with the Subcontractor management at the facility, the responsible DOE manager, and the Manager, Office of River Protection. Any written direction to shutdown operations will be issued in coordination with the Buyer.
- C. After shutdown by DOE, an operation or facility may become operational only after receiving written authorization from the Manager, Office of River Protection, or his delegated authority, in coordination with the Buyer.
- D. The Subcontractor shall provide in its purchasing system policies, practices, and procedures for flow down of appropriate requirements of this clause to lower tier subcontractors performing work on-site at a GOVERNMENT-owned or -leased facility. Such lower tier subcontracts shall provide for the right to stop work under the conditions described herein.

12.0 FEDERAL ACQUISITION CLAUSES

DEAR 970.5223-4 - WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

- A. Program Implementation. The Subcontractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at GOVERNMENT Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program, as required. (General requirements are: Subcontract value \$25,000 or more and work involves (1) access to or handling of classified information or special nuclear materials; (2) high risk of danger to life, the environment, public health and safety, or national security; or (3) transportation of hazardous materials to or from a GOVERNMENT site.)
- B. Remedies. In addition to any other remedies available to CH2M HILL, the Subcontractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Subcontractor subject to: the suspension of Subcontract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- C. Lower Tier Subcontracts
1. The Subcontractor agrees to notify the Buyer reasonably in advance of, but not later than 30 days prior to, the award of any lower tier subcontract the Subcontractor believes may be subject to the requirements of 10 CFR part 707.
 2. The Subcontractor shall require all lower tier subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a Workplace Substance Abuse Program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at GOVERNMENT sites, as a condition for award of the lower tier subcontract. The Buyer, in conjunction with CH2M HILL Human Resources, shall review and approve each Subcontractor's program, and shall periodically monitor each Subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
 3. The Subcontractor agrees to include, and require that the inclusion of, the requirements of this clause in all lower tier subcontracts, at any tier, that be subject to the provisions of 10 CFR part 707.

DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR SUBCONTRACTOR EMPLOYEES (DEC 2000)

- A. The Subcontractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of the GOVERNMENT directly related to activities at GOVERNMENT-owned or leased sites.
- B. The Subcontractor shall insert or have inserted the substance of this clause including this paragraph (B) in subcontracts at all tiers, for lower tier subcontracts involving work performed on behalf of GOVERNMENT directly related to activities at GOVERNMENT-owned or leased sites.

DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS-MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)

When negotiating collective bargaining agreements applicable to the work force under this Subcontract, the Subcontractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the Subcontract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Subcontractor shall include the substance of this clause in any lower

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tier subcontracts for protective services or other services performed on the GOVERNMENT-owned site, which will affect the continuity of operation of the facility.