

**U.S. Department of Energy
Hanford Site Access**

**VENDOR
GENERAL RELEASE, INDEMNIFICATION and
CONDITIONS FOR SITE ACCESS**

I, duly authorized representative of _____ (the "Company"), expressly acknowledge that the Company, desiring access to the Hanford Site in Richland, Washington for the express purpose of _____ (the "Services"), has actual knowledge that said access may expose its employees, agents, and representatives, either directly or indirectly, to certain hazards, which include, but are not limited to, any and all hazards inherent in the transportation to and providing services at specific areas of the Hanford Site. Such hazards include, but are not limited to, physical and other systemic injuries, including death, and property loss. The term "Company" is defined to include any subcontractor(s) to the Company listed above that will access the Site.

The Company has been informed and understands that Fluor Hanford, Inc. (FHI), the U.S. Department of Energy ("DOE"), and their subcontractors **do not** provide accident, health, medical, disability or other types of insurance for the protection of Company's personnel who access the Hanford Site to provide Services. Furthermore, the Company understands that FHI and DOE require both automobile liability and commercial general liability insurance. In addition, the Company understands that Company's personnel, when on-site, are subject to all site procedures (including, but not limited to, procedures governing searches, prohibited articles and traffic enforcement) and inspections by federal and State of Washington regulators responsible for health, safety and other regulatory compliance.

In consideration for the right to access the Hanford Site, the Company, for itself, its successors, and its employees, representatives, subcontractors and assigns (the company's "Agents"), does hereby knowingly, willingly and voluntarily assume any and all risks of accident, personal injury, or property damage to itself, its successors, and its Agents, or their property. The Company hereby agrees to now and forever release, acquit, discharge, indemnify and hold harmless FHI and DOE and their officers, officials, directors, representatives, agents, employees and subcontractors from and against any and all claims, loss, causes of action, suits, cost or expense for any and all personal injury, death, or property damage arising directly or indirectly from access granted to the Hanford Site consistent with the Comparative Fault Statute of Washington State (R.C.W. 4.22).

Hanford Site Point of Contact (HSPOC) is the individual who specifically is requesting/sponsoring Site access for the Company.

Safety

All of the Company's activities shall be conducted in a safe manner that ensures adequate protection for employees, the public, and the environment. The Company shall be accountable for their performance/actions. The Company shall exercise a degree of care commensurate with the activity/work and the associated hazards. General requirements contained in the Company's safety procedures, 29 CFR 1910, 29 CFR 1926 and applicable Washington Administrative Codes shall be adhered to. FHI shall have the right to verify that the Company is adhering to these requirements.

A pre-visit safety meeting may be held at the activity/work location prior to actual access to the Site at the request of FHI or the Company. If the Company desires to hold such a meeting, the request shall be made to the HSPOC at least one week prior to the desired actual Site access.

Certain Site locations have been designated head, foot and eye protection areas. If the Company is to access any such area, Company personnel shall wear the appropriate personal protection equipment. The HSPOC should communicate this requirement to the Company prior to accessing the Site.

Badging/Security

Most sections of the Hanford Site require visitors to obtain a security badge prior to access. To obtain a temporary security badge (up to seven days), the applicant must be a U.S. citizen and at least 18 years of age. To apply for a security badge, applicants shall submit their name (as it appears on a picture ID that will be used when picking up the badge), social security number, and date of birth to the HSPOC at least two working days in advance. Badges are to be picked up at the location specified by the HSPOC. A valid picture ID with date of birth will be required to obtain the badge. If the badge is lost or stolen, the person is to report this immediately to the HSPOC.

The following categories of items are prohibited anywhere on the Hanford Site or in Site-associated facilities:

- (1) Dangerous weapons, ammunition, explosives, incendiary devices, or similar devices, which could cause damage or personal injury.
- (2) Controlled substances (e.g. illegal drugs and associated paraphernalia, but not prescription medication).
- (3) Alcoholic beverages (including "near" and "non-alcoholic" beer).
- (4) Pets and animals (except guide dogs).

- (5) Knives exceeding four inches in length (except those recognized as a tool designed for use in performance of the work.

Working Hours

The standard working shift for the Hanford Site is 7:00 am to 4:30 pm Monday through Friday with every other Friday off. Advanced approval from the HSPOC is required if the Company desires Site access other than the regular hours.

Housekeeping

Upon completion of the activity or work on Site, the Company shall leave the work area in a clean, neat condition free of any recognizable hazard.

Emergency Action and Response

The DOE Richland Operations Office (RL) Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site affecting site personnel, the public health, safety, the environment, or security. In the event the RL Manager or designee determines such an emergency exists, the RL Manager or designee will have the authority to direct any and all activities necessary to resolve the emergency situation. The RL Manager or designee may direct the activities of the Company throughout the duration of the emergency.

Every Site employee has the responsibility and authority to stop work **immediately** when they are convinced an "**imminent danger**" situation exists. Imminent danger is defined by OSHA as: "any condition or practice which could reasonably be expected to cause death or serious physical harm..." If the Company is so notified, their activities are to cease immediately and work with the HSPOC to resolve/address the issue.

Insurance

The Company shall provide proof of insurance policies in effect for the duration of their Site access in the amount of \$1,000,000 commercial general liability and vehicle liability.

Reporting

The Company shall immediately notify the HSPOC of any occupational injury, illness or any "Unusual Occurrence". An Unusual Occurrence is any deviation from the planned or projected behavior or course of events in connection with any operation if the deviation has safety, health or environmental protection significance.

The Company shall report all property damage to or losses of DOE owned or leased property to the HSPOC, regardless of cause.

Acknowledgement

I hereby acknowledge and agree to abide by the requirements of this document,

_____ Date

_____ Authorized Representative's Signature

_____ Authorized Representative's Name (print)

_____ Authorized Representative's Title or Affiliation (print)

HSPOC Name: _____

Telephone: _____