

WORK BY CONTRACTORS AT AMES LABORATORY – SUPPLEMENTAL CONDITIONS (January 2012)

1. APPROVAL TO PROCEED

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

2. INDEMNITY

- (a) Except as otherwise provided, the Contractor shall indemnify and hold harmless the Laboratory, Iowa State University of Science and Technology, the Board of Regents – State of Iowa, the State of Iowa, the Government and their officers, agents, and employees against all liability, including costs and expenses, related to or arising from the Contractor’s performance of its obligations under this Agreement or the acts or omissions of the Contractor, its officers, directors, employees, and subcontractors.
- (b) The Contractor shall immediately notify the Laboratory of any injury or death and of any loss of or damage to property of the Laboratory or the United States Government, and shall furnish the Laboratory with a statement concerning such injury, damage, or loss in such detail as the Laboratory may require.

3. INSURANCE

- (a) Before undertaking any work under this contract, the contractor shall, except as otherwise approved by the Laboratory, take out and maintain at its own cost and expense, until the work called for hereunder shall be completed and accepted by the Laboratory, the following insurance with companies satisfactory to the Laboratory:

<u>LINE OF COVERAGE</u>	<u>LIMITS</u>	
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurring General Aggregate Limit Applies Per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Log	EACH OCCURRENCE	\$1,000,000
	Fire Damage Med Expense Personal & Adv Injury General Aggregate Products – COMP/OP AGG	\$ 100,000 \$ 50,000 \$1,000,000 \$1,000,000 \$1,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto	COMBINED SINGLE LIMIT	\$1,000,000
EXCESS LIABILITY <input checked="" type="checkbox"/> Occurring <input type="checkbox"/> Claims Made	EACH OCCURRENCE AGGREGATE	\$1,000,000
WORKMAN’S COMPENSATION AND EMPLOYMENT LIABILITY	WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT	
	E.L. DISEASE EA EMPLOYEE	
	E.L. DISEASE-POLICY LIMIT	
		\$500,000 \$500,000 \$500,000

- (b) All policies shall provide by appropriate language that Ames Laboratory, Iowa State University and the United States Government are additional insureds, that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution from other insurers of Ames Laboratory, Iowa State University and the United States Government are waived.
- (c) In the event that the work authorized by this contract has been designated as “High Risk” by the Laboratory, 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 shall take all reasonable precaution in the performance of the work under this contract to protect the safety and health of employees and members of the public, and to protect the environment. This includes compliance with all the applicable environment, safety and health regulations and requirements, including reporting requirements of DOE as identified by the Laboratory in writing from time to time. The regulations and requirements include Title 29 of the Code of Federal Regulations (CFR) including but not limited to parts 1910 and 1926, Title 40 CFR, Protection of the Environment, 49 CFR, Transportation, NFPA 70E, Electrical Safety in the Workplace, and 10 CFR 851, Workers Safety and Health Program as well as other applicable state, federal, and local regulations. The Laboratory shall notify the contractor, in writing of any noncompliance with the provisions of this clause and the corrective action to be taken, which may include suspension of employees from the site. DOE, if appropriate, can issue a Notice of Violation which can be accompanied by a fine of \$70,000 per day per citation or Worker Safety and Health Program violations. After receipt of such notice, the contractor shall



immediately take corrective action. In the event the contractor fails to comply with regulations and requirements of this clause, the Laboratory may, without prejudice to any other legal and contractual rights of DOE or the Laboratory, issue an order stopping all or any part of the work. The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Laboratory Procurement Official may issue an order stopping work in whole or in part. Any stop work order issued by a Laboratory Procurement Official under this clause (or issued by the contractor to a subcontractor) shall be without prejudice to any other legal or contractual rights of the Government/Laboratory. In the event the Laboratory subsequently issues an order to the contractor to resume work the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, such work stoppage. The contractor shall assure that all its employees and all subcontractors are aware of and are following the contractor's job safety analysis as well as all regulations in this clause.

The Laboratory Procurement Official, the Laboratory Technical Representative, Laboratory ESH representatives, and the Chief Operations Officer of Ames Laboratory have the authority to stop work activity which is deemed to be in imminent danger of causing fatality or serious injury.

(a) Reporting Requirements

All accidents and unauthorized releases to the environment occurring at the Laboratory site must be reported immediately by dialing either the Facilities Service Project Manager at (515) 294-7895 or Environmental, Safety Health and Assurance (ESH&A) at (515) 294-2153. In addition, the Supplemental Record of Occupational Injury or Illness (Form 10201.004) shall be completed and submitted to the Facilities Services Representative within 24 hours of incident. The types of emergencies that must be reported include but are not limited to: fire, explosion, personnel injury/illness, security incident, vehicle accident, utility failure, tornado sighting, possible contamination incident, toxic or flammable material spill or release.

(b) Orientation and Site Access

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

(c) Equipment and Tool Inspection

All tools and equipment brought on-site by the contractor may be inspected by the Laboratory for compliance with OSHA and Laboratory requirements prior to use. Tools and equipment may also be randomly inspected throughout the duration of the contract. Items found out of compliance shall be immediately removed from service, tagged out of service and taken off-site by the contractor by the end of that work shift.

(d) Laboratory Site Rules

The following acts or conduct are prohibited at the Laboratory site, violations will result in disciplinary action.

1. Possession of weapons, firearms, ammunition, explosives or any other apparatus or material hazardous to the public or property.
2. Possession or illegal use of controlled substances or intoxicants or being under their influence.
3. Indecent behavior of any type.
4. Stealing, misuse or destruction of Laboratory or Government property.
5. Violation of site parking regulations.
6. Using Laboratory facilities such as the breakroom and washrooms while wearing extremely dirty or contaminated clothes and shoes.

(e) Laboratory Site Safety Requirements

The following requirements must be implemented on the job site as appropriate:

1. All contractors and subcontractors performing work for the Laboratory, both on- and off-site, are responsible for complying with the "Employer Payment for Personal Protective Equipment – Final Rule" issued by OSHA. The Laboratory, by virtue of its position as a host employer is not responsible for the provision of nor payment for PPE required by or issued to worker other than direct Laboratory employees, temporary and permanent.
2. Employees shall wear safety glasses with rigid side shields as needed in the work area unless a higher level of eye protection is required for special hazards. All eye protection must meet the requirement of 29 CFR 1926.102. Safety glasses must be ANSI approved and be marked with the ANSI marking Z87.1 designation.
3. Hard hats shall be worn at all times in the work area (as appropriate). Hard hats shall meet the ANSI Z89.1 standard as defined by 29 CFR 1926.100 and bear the Z89.1 designation. High voltage exposure work requires hard hats that meet ANSI Z89.2 standards and bear the Z89.2 designation.
4. All employees shall wear clothing suitable for the work and weather conditions. The minimum shall be short sleeve shirt, long trousers, and hard sole leather work boots providing ankle protection (as needed). Any work that presents a greater hazard to the feet or toes requires the use of steel toes or metatarsal guards. Canvas, tennis, or deck shoes are not permitted in a construction work area.
5. Ground fault circuit interrupters must be provided for electric hand tools and portable generators. The assured equipment grounding program is not an acceptable alternative.
6. All vehicles and mobile powered equipment, except automobiles and pickup trucks, must have backup alarms.
7. No alarms, safety devices, etc. will be disabled without Laboratory approval.
8. Metal ladders are prohibited.
9. The contractor is not authorized to dispose of any material on-site unless written approvals are obtained from the Laboratory. This includes but is not limited to the use of garbage and recycling dumpsters, the sinks in buildings, and discharges to the sewer systems.
10. Emergency egress routes must be kept clear at all times, including doors, corridors, work site, and staging areas.
11. Lockout/tagout procedures shall be enforced. Laboratory maintenance personnel will de-energize systems and initiate lockout/tagout. Contractor personnel must be trained in lockout/tagout prior to participating in lockout/tagout of hazardous energy sources and



working on lockout/tagout systems or equipment. Contractors must verify that the energy source is de-energized before starting work on the system.

12. Fire watches shall be maintained during and for a minimum of thirty minutes after burning, welding, or other fire or spark generating work is completed. An open flame permit must be issued by the Laboratory prior to any welding/cutting operations and be posted on-site in a conspicuous area at all times and all restrictions followed. Open burning, fire barrels, or other open-flame heating devices having exposed fuel below the flame are prohibited. Flash back preventers are required on oxygen/fuel hoses. Spark arresters shall be provided on all smoke stacks permitting live sparks, or hot material to escape.
13. Multi-purpose Class A-B-C dry chemical fire extinguisher, ten pound (minimum) with a pressure gauge, and current inspection (within last 12 months) shall be on the construction site 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.

(f) Disciplinary Program

The contractor is required to develop and implement a disciplinary program to control poor performance, misconduct, negligence and safety violations by both its employees and that of any of its subcontractors. If it is determined that the contractor has not implemented such a program, the Laboratory will take disciplinary actions up to and including termination of the contract. If Laboratory disciplinary action results in suspension of contractor employee(s) the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, this disciplinary action.

A contractor's safety performance will be an important factor for future consideration for bid lists and selection criteria. This will include a review by the Laboratory of the contractor's performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. If it is determined by the Laboratory that the contractor has shown negligence in enforcing safety compliance on the Laboratory site, the contractor may be removed from the active bid list of contractors and may not be allowed to bid work or work as a subcontractor on the Laboratory site for a period of time as determined by the Laboratory. Once disqualified, the contractor must request reinstatement after a one-year period.