

SPECIAL PROVISIONS - VENDOR ON SITE SERVICES

1 GENERAL

- A. These Special Provisions for Vendor On-Site Services are applicable in their entirety unless specifically deleted or amended in the Purchase Order. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. While on the premises of Fluor B&W Portsmouth LLC (Company) or Owner, Vendor and its employees shall comply with all applicable health, safety and environmental laws, regulations, and ordinances and with the health, safety and environmental plant regulations of Company and Owner, and shall ensure that all of its employees and agents have a safe place of work on said premises. Vendor shall keep said premises and the vicinity thereof clean of debris and rubbish caused by its work and, upon completion of its work, shall leave the premises clean and ready for use. Upon request of Company or Owner, and at no cost or expense to Company or Owner, Vendor shall promptly remove from said premises any person under the control of Vendor who violates any of the aforesaid health, safety and environmental or plant laws, regulations, ordinances or rules or who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to Company or Owner.
- C. These Special Provisions apply to all Vendors, vendor personnel and lower-tier subcontractor personnel assigned to work on the Site in performance of this Fluor-B&W Portsmouth LLC (FBP) Purchase Order. All of these provisions including requirements and hazards identified in the Statement of Work (SOW) must be flowed down appropriately to all lower tier subcontractors and assigned personnel.

1.2 DEFINITIONS

- 1. **“Company”** refers directly to the Fluor-B&W Portsmouth LLC (FBP), the company or organization issuing this Purchase Order.
- 2. **Contract Technical Representative (CTR)** refers to the person designated in the Purchase Order who is responsible for monitoring and providing technical guidance for this Purchase Order. The CTR does not possess any explicit, apparent or implied authority to modify the Purchase Order.
- 3. **Buyer** refers to the individual responsible for the issuance and administration of this Purchase Order. Any modification to the Purchase Order terms must be performed by the Buyer.
- 4. **ESH&Q** encompasses Environment, Safety, Health and Quality including pollution prevention, waste minimization, occupational radiation protection, construction and industrial safety, industrial hygiene, fire protection, and nuclear safety.
- 5. **Site** refers to the PORTS D&D Project located at the Portsmouth Gaseous Diffusion Plant located in Piketon, Ohio and all Department of Energy or FBP owned, leased or controlled facilities in Pike County, Ohio.
- 6. **Vendor** refers to the company, person or organization performing work under this Purchase Order. Vendors are contractors or delivery persons, who merely provide supplies, and are obtained through a Purchase Order and not under contract/subcontract since the type of services that a supplier performs does not have requirements from 10 CFR 851, Appendix A which apply to them (Ref. DOE G 440.1-1B Chg 1).
- 7. **Vendor Personnel includes** both Vendor and lower tier subcontractor employees, temporary staff and all other persons involved in performance of this Purchase Order under the supervision of the Vendor.
- 8. **Work** shall mean supplies, services, designs and vendor data provided by Vendor and its subcontractors and all work performed with respect thereto pursuant to this Purchase Order.

1.3 PERSONNEL

- A. Vendor shall ensure that all of its supervisory personnel including all lower tier subcontractors assigned to work on-Site, are familiar with the Purchase Order provisions, requirements and identified hazards.

- B. The Vendor is responsible for maintaining and enforcing satisfactory standards for personnel qualifications, performance, conduct, and business ethics.
- C. If the work to be performed under this Purchase Order requires Vendor and/or lower-tier subcontractor personnel to acquire site access, Vendor is responsible for determining personnel suitability prior to making a request for site access.
- D. Vendor has complete responsibility for conduct of the personnel to whom access is granted. Company shall be indemnified and held harmless for all liability, claims or controversies arising from conduct of vendor personnel and implementation of personnel qualification requirements.
- E. Vendor agrees and certifies that all (including lower-tier subcontractor) personnel it has assigned to work on the Site or in FBP or DOE leased facilities:
 - 1. are qualified, suitable and trained, including any applicable Occupational Safety and Health Administration (OSHA) training requirements, to perform the intended work,
 - 2. have received appropriate site security instruction and/or training,
 - 3. are not under the influence of controlled substances, drugs or alcohol, and
 - 4. shall conduct themselves safely, ethically and appropriately for the workplace.
- F. Buyer reserves the right to refuse or withdraw access to the Company's facilities or Site by any person(s) at any time for violation of the Purchase Order, Purchase Order provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or misappropriation of DOE owned facilities, equipment or resources.

1.4 MOBILIZATION

- A. No work is to begin on Site until all requirements identified as required prior to the start of work or prior to mobilization are met (e.g., as specified by the several sections of these Special Provisions or in the Statement of Work), unless specifically authorized in writing by Buyer or CTR.
- B. Daily work schedules and facility operations are NOT consistent on the Site.
 - 1. BEFORE scheduling work, a delivery or arriving on Site, the Vendor shall make specific schedule arrangements for the performance of work or the delivery of services or materials with the Buyer andwith CTR notification and acknowledgement of the proposed vendor action.
 - 2. Company will not be liable for the cost of any delays, layover, extra travel days, etc. which result from Vendor's failure to obtain specific schedule approval in advance.

2 ESH&Q REQUIREMENTS

2.1 SAFE WORK MANAGEMENT

- A. Performance of work at the Site is governed by a set of comprehensive rules, regulations and procedures to assure that work is performed in accordance with Environmental, Safety, Health and Quality requirements intended to protect human health and the environment. This set of special provisions specifically flows down the requirements of DEAR 970.5223-1 "Integration of environment, safety, and health into work planning and execution" to all Vendors and lower tiered subcontractors. As a minimum, all work will be performed in compliance with the OSH Act of 1970 (29 CFR 1910 & 1926). The Vendor shall perform work in accordance with any additional ESH&Q requirements identified in the Statement of Work, or by Work Control / Safety Plan documentation issued activity being supported on the applicable work site.
- B. The Vendor shall ensure that management of ESH&Q functions and activities becomes an integral and visible part of the Vendor's work planning and execution processes.
- C. The Vendor shall perform work safely in accordance with Integrated Safety Management System (ISMS) and Environmental Management System (EMS) (ISMS/EMS) core functions and guiding principles, in a manner that ensures

adequate protection for personnel, the public, and the environment, and shall be accountable for the safe performance of the Work. The Vendor shall exercise a degree of care commensurate with the work, the associated hazards and potential environmental impact. Vendor should:

1. Define scope of work;
 2. Analyze hazards;
 3. Develop/implement controls;
 4. Perform work within the identified controls without exception; and
 5. Provide feedback on adequacy of controls and continue to improve the safety and or quality of the work being performed.
- D. The Vendor, prior to performing any work on Site, shall ensure that the following ISMS Guiding Principles are considered:
1. Line management responsible for safety.
 2. Clear roles and responsibilities.
 3. Competence commensurate with responsibility.
 4. Balanced priorities.
 5. Identification of safety hazards and requirements.
 6. Hazard control tailored to work.
 7. Operations authorization.
- E. The Vendor shall cooperate with Federal and non-Federal agencies having jurisdiction over ESH&Q matters under this Purchase Order. Where a conflict exists between regulations, requirements or standards, the Contractor shall bring the conflict to the attention of the Buyer, and obtain resolution before proceeding.
- F. Workers, fieldwork supervisors, and management shall continually ensure the adequacy of work processes, procedures, and equipment and correct deficiencies when identified.
- G. The Vendor shall promptly identify, evaluate and communicate to the Buyer and CTR any noncompliance with applicable ESH&Q requirements. If the Vendor fails to provide the necessary communication to Buyer or if, at any time, the Vendor's acts or failure to act causes substantial harm or danger to the environment or health and safety of personnel or the public, the Buyer (or other site personnel) may issue a Stop Work in whole or in part. Any Stop Work issued under this provision shall be without prejudice to any other legal or contractual rights of the Buyer. In the event of the issuance of a Stop Work Order, the Buyer must authorize the resumption of the work before work may resume. The Contractor 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.
- H. The Vendor is responsible for compliance with the ESH&Q requirements applicable to this Purchase Order regardless of whether the performer of the Work is the Vendor or a lower tier subcontractor.
- I. The Vendor shall include ESH&Q requirements substantially the same as those in this provision in lower tier subcontracts involving work on Site. Such subcontracts shall provide for the right to stop work under the conditions described in this provision.

2.2 REQUIRED NOTIFICATIONS

- A. The Vendor shall immediately notify the CTR of any occupational injury, illness or any "Unusual Occurrence". An Unusual Occurrence is any deviation from the projected events that have ESH&Q protection significance.
- B. Evaluation or treatment by the Site occupational medical service provider to provide proper reporting and documentation may be required for unusual occurrences even when there was no need for medical examinations based on scope of work.
- C. The Vendor shall immediately notify the CTR of any personnel occupational exposure (either measured or estimated) to toxic substances (e.g., chemical hazards) or harmful physical agents (e.g., noise, laser light), etc. that exceed the Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL) or the American Conference of Governmental Industrial Hygienist (ACGIH) Threshold Limit Value (TLV).
- D. The Vendor shall immediately notify the CTR of any requests from or notifications to external agencies and/or regulators, required as a result of personnel exposure.
- E. The Vendor shall immediately notify the CTR of all spills or releases of hazardous material (including fuel or other petroleum

products) on the Site resulting during performance of or associated with the Vendor's completion of the work.

2.3 INVESTIGATION SUPPORT

- A. The Vendor shall cooperate in the conduct of accident or incident investigations, and shall cooperate as appropriate in the conduct of investigations relating to all injury/illness and/or property damage.
- B. Equipment involved in an accident shall not be moved until a representative of the Buyer releases such equipment, except where removal is essential to prevent further property damage or serious injury/illness. Where necessary to remove the injured, such equipment may be moved only to the extent of making possible such removal.

2.4 REPORTING AND RECORD KEEPING

- A. Vendor shall ensure all of its personnel who experience an injury or illness while performing work on the Site, or in connection with work performed for Buyer at any DOE-owned or leased facility, report immediately to supervision to ensure evaluation, proper treatment, and injury/illness documentation.
- B. Vendor shall report all property damage to, or losses of, DOE owned or leased property to the Buyer, regardless of cause.

3.1 ENVIRONMENTAL PROTECTION

- A. Vendor shall perform work in a manner consistent with Company's policy to comply with environmental requirements, prevent pollution, and continually improve environmental performance.
- B. Hazardous materials used and hazardous waste generated onsite by the Vendor shall be managed, handled, and otherwise treated, stored and disposed of in accordance with (1) applicable Federal, State of Ohio, and local statutes, rules, regulations, and ordinances; (2) applicable Environmental Protection requirements and processes as described in or referenced by the Statement of Work; and (3) Contractor's established handling and management procedures, which are subject to review and approval by Company prior to performance. Company also reserves the right to review and approve hazardous materials prior to use on Site and require product substitution of less hazardous or non-regulated materials. Vendor shall minimize waste generation as is practicable, and report the results of such efforts to CTR.
- C. Vendor shall supply a list of all hazardous materials and their corresponding Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) and obtain Company prior approval before bringing any hazardous material onto the Site. (Prior approval does not apply to fuels and lubricants currently being used for the operation of motor vehicles that are brought onsite). Contractor shall keep the list current, and shall provide the list to the CTR on a quarterly basis or prior to any new hazardous materials being brought on site. Vendor shall communicate the information required under the Federal Emergency Planning and Community Right-to-Know Act (including quantities used, dates brought on Site, types of containers, and locations of storage) to Buyer and CTR. Vendor also shall make available at each location, and review with its personnel, information contained in MSDSs for the hazardous materials to be used there. Specifically:
 - 1. The Vendor shall submit to the Company for compliance review, a list of all chemicals anticipated to be used onsite by the vendor's personnel and their lower-tier subcontractors. The list shall include the identity of the chemical, the manufacturer, the quantity to be brought onto the site, the application (i.e. lubricant, paint etc.) and the specific location (confined spaces, pads, etc.) where it will be used and stored. A legible copy of the most current MSDS for each chemical to be used shall accompany this list.
 - 2. The list and associated MSDSs shall be submitted to the Company at least fifteen (15) calendar days prior to mobilization for compliance review and approval by the Company.
 - 3. The Vendor or his lower-tier subcontractor shall notify the Company at least one (1) work day in advance of the chemical arrival on site. Chemicals in excess of project requirements shall not be brought onto the site.
 - 4. The Vendor shall update the list each time additional or new chemicals are identified. A legible copy of the most current MSDS for each chemical used shall accompany any revisions. Revisions shall be formally transmitted to the Company for compliance review by Industrial Hygiene fifteen (15) calendar days prior to the chemical(s) arriving on site.
 - 5. The Vendor shall remove his surplus chemical(s) from the site at project completion and submit written notification to the Company that all chemicals have been removed.

- D. Vendor is responsible for reporting and remediating hazardous material and hazardous waste spills and other releases resulting

from Vendor's performance of this work scope. Vendor shall promptly notify Buyer and CTR of all spills and releases. The Vendor shall take reasonable measures to prevent spills of petroleum and hazardous substances. The extent of such measures should be based on the risk posed (storage location, volume stored, physical state, toxicity, flammability, etc.). The Vendor shall maintain a spill kit onsite during the use of materials and/or storage of equipment. The kit shall be sufficient in nature to contain, mitigate or cleanup spills that may occur during use or storage of a product, waste or equipment. Vendor personnel shall be familiar with the use of the spill kit and the requirements of this section. Spills shall be cleaned up by Vendor to the satisfaction of the CTR. If Vendor does not have the necessary expertise or authorizations to clean up the spill or to manage materials generated during spill cleanup, Company reserves the right to take clean up actions with costs being borne by Contractor

- E. Contractor shall supply materials in performance of this work which comply with federal, State and local requirements regarding the use of recycled and recycled-content materials. The intent of this requirement is to encourage the use of materials with recycled content. Categories of materials designated in 40 CFR Part 247 Subpart B include paper, vehicular products, construction products, transportation products, park and recreation products, landscaping products, and office products. See the following links for more information. US EPA Comprehensive Procurement Guidelines (CPG) web site, <http://www.epa.gov/cpg>

4 SECURITY AND SITE ACCESS

4.1 PERSONNEL QUALIFICATIONS

- A. Vendor shall be responsible for maintaining satisfactory standards for personnel qualifications, performance, conduct, and business ethics under its own personnel policies. Contractor is responsible for determining personnel suitability prior to making a request for Site access.

4.2 BADGE REQUIREMENTS

- A. Requests by an authorized representative of the Vendor for access to the Site or any Company-controlled facility or access to a Federal Information system will only be considered when a valid business reason exists. All personnel for whom access is requested are subject to identity verification and background investigation in accordance with Site access requirements as determined by DOE. Access may be denied or revoked by the Company or Department of Energy at any time.
- B. The Vendor understands and agrees that DOE has a prescribed process with which the Vendor and its personnel must comply in order to receive a security badge that allows such access. The Vendor further understands that it must propose personnel whose background offers the best prospect of obtaining a security badge approval for access. The following circumstances, which are not all inclusive and may vary depending on access requirements should be considered before requesting a badge:
 - 1. Is, or is suspected of being, a terrorist;
 - 2. Is the subject of an outstanding warrant;
 - 3. Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 - 4. Has presented false or forged identity source documents;
 - 5. Has been barred from Federal employment;
 - 6. Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 - 7. Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

- C. The Vendor shall assure:

- 1. That personnel properly completes any forms, and

2. That personnel submit forms to the person designated by the Buyer.
 3. That personnel cooperates with DOE or representative responsible for granting access to DOE owned or -leased facilities and
 4. Provides additional information, requested by DOE officials or their representative.
- D. The Vendor understands and agrees that DOE or its officially designated security authority (ODSA) may unilaterally deny a security badge to anyone and that the denial remains effective for that person unless DOE or their ODSA subsequently determines that access may be granted. Upon notice that a person's application for a security badge is or will be denied, Contractor shall notify the Buyer and, if directed, promptly take necessary action to continue Purchase Order performance. The denial of a security badge to individual personnel by DOE or its ODSA shall not be cause for extension of the period of performance of this Purchase Order or any Vendor claim against Company.
- E. Vendor, Vendor's personnel and any lower-tier subcontractors requesting access shall comply with agency personal identity verification procedures implementing 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. ref. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
- F. Foreign national access requests require special approval processes before access will be considered and might be granted.
- G. Any person granted access shall be required to wear a Company-issued security badge identifying himself / herself. 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 by FBP Dosimetry.
- H. Badging for more than ten (10) days requires Contractor personnel to complete FBP General Employee Training.
- I. Badges will be issued at the X-1000 Building, or other Company designated location during normal working hours. Vendor shall provide Security representative the complete name (as it appears on the photo identification to be used), business address, social security number and citizenship of the individual(s) requiring a security badge(s), at least two working days prior to the date the personnel(s) first require the badge(s) for work performance. Each Vendor personnel requiring a badge shall appear in person with photo identification (e.g., valid driver's license) to identify himself/herself to obtain a badge.
- J. If Vendor personnel lose a badge, he/she shall report the loss immediately upon discovery to a Security representative at the X-1000 Building.
- K. If badge is stolen, immediately report it to a Security representative, and to local law enforcement.
- L. Upon termination of employment or completion of the Vendor's work, and before final payment shall be made, all badges and dosimeters issued to Vendor personnel shall be returned

4.3 ESCORT REQUIREMENTS

All uncleared Vendor personnel assigned to perform work in a Limited Area will be required to be escorted at all times by a person possessing a minimum of an "L" access authorization (security clearance). CTR shall inform the Vendor when an escort is required and shall make the necessary arrangements for escorts.

4.4 PROHIBITED ARTICLES

- A. Vendor's personnel shall not personally carry, or otherwise transport or transfer, certain items onto the Site or any DOE-owned or leased facilities off the Site proper at which the Vendor is performing work under this Purchase Order.
- B. The following items are prohibited articles anywhere on Site or in Site-associated facilities (to include vehicle parking areas and pedestrian walkways):
 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, or alcoholic beverages, but not prescription medication).
3. Other items prohibited by law.
4. Knives
 - i. Spring blade knife, or any knife blade which is automatically released by a spring mechanism or other mechanical device, or any knife having a blade which opens, or falls, or is ejected into position by force of gravity, or by an outward, downward, or centrifugal thrust or movement.
 - ii. Knives, folding or straight blade, with a blade exceeding four (4) inches in length.
 - iii. Swords, machetes, hatchets, axes, straight razors, and similar cutting devices.

Exceptions:

1. A knife in possession of a person that is recognized as a tool designed for use by the personnel in performance of Purchase Order work.
 2. A knife readily recognized as kitchen cutlery, (i.e., carving knife, steak knife, etc.). However, such knives found in locations inconsistent with their use (e.g., vehicle glove box) with blades exceeding four (4) inches will be confiscated.
- C. The following controlled articles are prohibited within Limited Areas unless authorized by the ODSA (privately owned items are not authorized within Limited Areas; government owned items may be authorized if identified on an approved controlled article pass):
1. Radio frequency transmitting equipment.
 2. Cellular telephones.
 3. Computers and other devices able to record read or transmit data as standalone units. Other devices include, but are not limited to Apple iPods, MP3 players, and personal electronic devices. Note: government provided desktop computers and associated media are not considered controlled articles.
 4. Recording equipment (audio, video, and data).
 5. Cameras (still, motion-picture, video).
 6. Electronic equipment with a data exchange port capable of being connected to automated information system equipment.
- D. All personal protective sprays (e.g., mace, pepper spray, etc.) are prohibited within Limited Areas.
- E. The following items are prohibited in Limited Areas wherein classified information is processed or discussed. These items are prohibited in rooms wherein classified information is processed or discussed even if they are listed on the item owner's valid controlled article pass:
1. Cordless and cellular telephones.
 2. Recording equipment (audio, video, and data).
 3. Cameras (still, motion-picture, video).
 4. Electronic equipment with a data exchange port capable of being connected to automated information system equipment.

5. Radio frequency transmitting equipment.

NOTE: Government-Owned video conference systems approved for classified use are not considered controlled articles.

- F. If Contractor, or any of its personnel, needs to use a controlled item to meet a requirement of this Purchase Order, Contractor shall contact Buyer for guidance in acquiring the necessary controlled article pass.
- G. Contractor's personnel and their vehicles, packages, or other types of containers are subject to a search for prohibited and unauthorized controlled articles at any time while performing work on the Site or in any DOE owned or leased facility located off the Site proper. Any unauthorized prohibited or controlled articles found will be confiscated and Vendor, or any of its personnel or lower tier subcontractor personnel, will be subject to administrative actions determined by DOE, or the ODSA, up to and including the issuance of a security infraction/violation and/or suspension of site access.

5 RADIOLOGICAL REQUIREMENTS

Company and its Vendors and Contractors are required to comply with the requirements of DOE Order 458.1 Radiological Protection of the "Public and Environment," 10 CFR 835, "Occupational Radiation Protection," Fluor B&W Portsmouth's Radiological Protection Program; and Fluor B&W Portsmouth Radiological Procedures. Access into Radiological controlled areas will require compliance with these directives.

6 CONTRACTOR-FURNISHED MATERIALS AND/OR TOOLS

If Vendor is required to furnish and bring on the Site its own materials and/or tools, Vendor shall keep such materials and/or tools physically segregated from 1) any materials, tools, and/or other property furnished by the Government, and 2) any materials, tools, and/or other property acquired by the Vendor for which cost the Vendor is reimbursed by the Government.

7 EMERGENCY MANAGEMENT

Vendor shall participate and comply with PORTS site response measures and actions necessary for emergency management events, including drills and exercises (i.e., severe weather, evacuations, hazardous materials, fire, criticality and other simulated emergency event exercises/drills).

8 STOP WORK AUTHORITY

All Company and Vendor personnel have the responsibility and authority to stop work when controls are inadequate.

In any situation in which stop work authority is used, the following requirements apply:

1. Exercise stop work authority in a justifiable and responsible manner;
2. Once work is stopped, do NOT resume until clearance has been provided by the Buyer to resume work in accordance with Section 2.1.

9 TRAINING

- A. The Contractor shall ensure that assigned personnel meet and maintain appropriate training, qualification and certification requirements as required in the SOW and/or appropriate for the work to be performed.
- B. Portsmouth Site-specific training requirements to safely perform this work, to perform radiological work or provide items used for work will be identified by the Buyer.

10 WORKPLACE SUBSTANCE ABUSE (10 CFR 707)

- A. Contractor agrees and certifies that all vendor personnel (including lower-tier and subcontractor) it has assigned to work on the Site or in FBP or DOE leased facilities, are not under the influence of controlled substances, drugs or alcohol.
- B. 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites, requires that all personnel working on the Site or in DOE leased facilities are subject to controlled substance testing under standards set by DOE, and the Company. Upon Buyer's request, Vendor agrees to have assigned personnel screened by a certified testing laboratory. Sole proprietors shall self-certify and are subject to testing requirements as well.

11 INSURANCE

- A. If Vendor or its employees or agents come onto the Company's property or the Project site in connection with this Order, Vendor shall, at its sole cost, obtain and maintain in force for the duration of the Purchase Order (including the warranty period) insurance of the following types, with limits not less than those set forth below:
1. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory or province having jurisdiction over Vendor's employees, and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. Vendor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system. If applicable, such insurance shall include coverage under the United States Longshore & Harbor Workers' Act, Maritime Coverage – Jones Act, \$1,000,000 each accident/aggregate.
 2. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit of liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability; and a minimum limit of liability of \$1,000,000 each occurrence for products/completed operations liability including (1) Broad Form Property Damage coverage without exclusions for explosion, collapse and underground exposures; (2) Products and Completed Operations liability coverage; and (3) Contractor's Protective Liability. Such policy shall have a general aggregate limit of not less than \$2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of any activities by Vendor or its employees on the property of Company or the Project site. The policy shall be endorsed to name Company and Owner, including their respective members, managers, affiliates, directors and employees, as additional insureds. Such endorsement shall be made upon ISO Endorsement CG 20 10 11 85, "Additional Insured - Owners, Lessees or Contractors (Form B)."
 3. Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles, with a minimum Combined Single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. The policy shall be endorsed to name Company and Owner, including their respective affiliates, directors and employees, as additional insurers.
 4. If Vendor will utilize tools or equipment in the performance of its services under this Order, Equipment Floater Insurance (Tools and Equipment Insurance) covering physical damage to or loss of all major tools and equipment, construction office trailers and their contents, and vehicles for which Vendor is responsible, throughout the course of the work.
- B. Vendor hereby releases Company and Owner, including their respective members affiliates, directors and employees, and shall cause Vendor's Insurers to waive their rights of subrogation against such released parties, for losses or claims for bodily injury, property damage or other insured claims arising out of Vendor's performance of the Order.
- C. Certificates of Insurance satisfactory in form to Company (ACCORD form or equivalent) shall be supplied to Company evidencing that the above insurance is in force, that not less than thirty (30) days written notice will be given Company prior to any cancellation or restrictive modification of the policies, that the carriers maintain an "AM Best" rating of A- or higher, and that the waivers of subrogation are in force. Vendor shall also provide with its Certificate of Insurance executed copies of the additional insured endorsements required in this Article 28. At Company's request, Vendor will provide a certified copy of each insurance policy required under this Order.
- D. The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self insurance which may be maintained by Company or Owner. Vendor's General and Automobile Liability Insurance policies shall contain a Cross Liability or Severability of Interest clause. The fact that Vendor has obtained the insurance required in this Article shall in no manner lessen nor affect Vendor's other obligations or liabilities set forth in this Purchase Order.

12 TECHNICAL DIRECTION

- A. Performance of the work under this contract may be subject to the technical direction of the cognizant Buyer's Contract

Technical Representative (CTR), if identified in the Purchase Order or otherwise in writing by the Buyer. The term "technical direction" is defined to include, without limitation:

1. Directions to the Vendor that redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Statement of Work (SOW).
 2. Provision of written information to the Vendor, which assists in the interpretations of drawings, specifications, or technical portions of the work description.
 3. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Vendor to Fluor-B&W Portsmouth LLC under this contract.
- B. Technical direction must be within the scope of the SOW stated in this contract. The cognizant CTR does not have the authority to, and shall not, issue any technical directions which:
1. Constitute an assignment of additional work outside the scope of the SOW of this contract;
 2. Constitute a change as defined in the General Terms and Conditions Article entitled "Changes";
 3. Changes any of the expressed terms, conditions or specifications of this contract;
 4. Interferes with the Vendor's right to perform the terms and conditions of this contract;
 5. In any manner causes an increase or decrease in the total estimated contract price or the time required for the contract and/or performance;
- C. All technical direction shall be issued in writing by the cognizant CTR.
- D. The Vendor shall proceed promptly with the performance of technical directions duly issued by the CTR in the manner prescribed by this article and within the CTR's authority under the provisions of this Article. If, in the opinion of the Vendor, any instruction or direction by the CTR falls within one of the categories defined in (b)(1) through (b)(5) above, the Vendor shall not proceed but shall notify the cognizant Buyer in writing within five (5) working days of any such instruction or direction and shall request the Buyer to modify the contract. Upon receiving the written notification from the Vendor, the Buyer shall:
1. Advise the Vendor in writing within seven (7) working days after receipt of the Vendor's letter that the technical direction is within the scope of this Purchase Order and does not constitute a change under the article entitled "Changes" of this Purchase Order;
 2. Advise the Vendor in writing within seven (7) working days after receipt of the Vendor's letter not to perform under the direction and to cancel the direction; or
 3. Advise the Vendor in writing within a reasonable time that Buyer will issue a written change order.
- E. Failure of the Vendor and the Fluor-B&W Portsmouth LLC Buyer to agree that the technical direction is within the scope of the contract, or failure to agree upon the contract action to be taken with respect thereto shall be subject to the Fluor-B&W Portsmouth LLC General Provision entitled "Disputes."

13 WORKER RIGHTS AND RESPONSIBILITIES

Workers are responsible for identifying safety concerns, potential hazards, or unsafe conditions to management. Each worker has the right, responsibility, and authority to, participate in work planning and hazard analysis, report unsafe or environmentally unsound conditions or practices and stop work activities without fear of reprisal in order to prevent injuries or accidents.

Prior to the start of work, all Vendor and lower-tier subcontractor personnel shall read the attached Worker Safety and Health Poster Exhibit 1 Fluor B&W Portsmouth LLC Environmental Health and Safety Policy which outlines worker rights and the Company's commitment to workers health and safety for workers viewing.

**PORTS-SPECIFIC REQUIREMENTS
for SAFETY COMPLIANCE**

The following information relates to site-specific safety requirements for performing work at PORTS. It is recommended that you review this list and compare it against your scope of work in order to determine what specific requirements apply. It is provided for your review in order to determine what safety items will be needed in order to protect your employees, your equipment, and your client's interests as well as to bid the project more accurately. Vendors will be held to the same safety requirements as other PORTS employees and Subcontractors. Therefore, review of this material should be accomplished prior to bidding work and/or arriving on site.

1. VEHICLE SAFETY
 - o Cell phone use is limited to hands-free only when driving
 - o no cell phone use when refueling
 - o perform weekly vehicle inspections (including carts)
 - o perform a 360o walk around prior to moving vehicle
 - o sound horn two (2) times prior to backing up vehicle (if not equipped with backup alarm)
2. CONTROL TAGS
 - o Must keep a log of all Caution Tags issued
3. FALL PROTECTION
 - o Use of a Safety Monitor is required when installing warning lines and guardrails
4. EXCAVATION / PENETRATION
 - o Subsurface surveying may be required prior to excavations/penetrations
An excavation/penetration permit is required for breaching more than: 1 1/2" into building floors, walls, or ceilings; 3" into exterior concrete slabs or pavement; or 12" into exterior soil.
 - o Underground warning tape shall be installed above all new utility lines (including temporary).
 - o Hand-digging around utilities may be required.
5. CONSTRUCTION EQUIPMENT INSPECTION
 - o Inbound and Outbound inspections are required
 - o Documented pre-use inspections are required
 - o Documented annual inspections are required
 - o Certification of Non-Counterfeit Parts is required
 - o Letter of conformance may be required for specialty equipment
6. FORKLIFTS
 - o Inbound and Outbound inspections are required
 - o Documented pre-use inspections are required
 - o Documented annual inspections are required
 - o Powered Industrial Trucks used for fire safety purposes must be labeled as approved by a Nationally Recognized Testing Laboratory
 - o Spotters may be required
7. STOP WORK AUTHORITY / RESPONSIBILITY
 - o A formal Stop Work process requires documentation
 - o A formal Stop Work must be formally released
8. CONSTRUCTION BARRICADES AND SIGNS
 - o Construction Area Barricade Signs must be used and include specific information
 - o Gates or access points must be installed in the barricade design
 - o Do not duck under, climb over, or bypass a barricade
 - o Fire Services must approve barricades that block fire safety systems, emergency access/egress, or site roadways

9. PORTABLE LADDERS

- o Must be rated as a Type IA or greater
- o Only fiberglass ladders are allowed for use unless approval is obtained from OS&H
- o Receipt inspection on new ladders is required before initial use
- o If documented inspections are required/desired, then the FBP form must be used

10. WORKING AROUND WATER

- o Work within 6 feet of a body of water shall be evaluated to determine if a drowning hazard "reasonably" exists.

11. SCAFFOLDS

- o Installation of inspection tags are required on scaffolds
- o Completion of a checklist daily
- o Engineering must design/evaluate:
 - tube and coupler and fabricated frame scaffolds over 50' in height
 - pole scaffolds over 30' in height
 - outrigger beam scaffolds.

12. LOCKOUT / TAGOUT (LOTO)

- o Everyone must be trained by the FBP Training Department and follow all aspects of the FBP Program

13. BLADED TOOLS

- o Spare blades are not to be carried in coverall pockets
- o A sharps containers must be provided for blade disposal
- o Personal pocket knives are not to be used at the PORT site.

14. INJURY REPORTING

- o Employees must promptly report all occupational injuries/illnesses requiring medical treatment
- o FBP forms shall be completed by Supervisors and Employees
- o Problem Reports shall be created for documenting occupational injuries/illnesses

15. STRADDLE CARRIERS

- o Straddle Carriers are a piece of heavy equipment used for transporting cylinders on the Portsmouth Site
- o All personnel should stay out of the way of a straddle carrier
- o If you see one coming down the road, you are REQUIRED to pull over
- o Never attempt to pass one

16. JOB HAZARD ANALYSIS

- o A Job Hazard Analysis (JHA) must be reviewed for the task being performed

17. SMOKING PROGRAM

- o Smoking/Vaping is only allowed in established locations
- o Smoking/Vaping is prohibited in employer owned/leased vehicles

18. NOISE EXPOSURE

- o FBP establishes 85 dBA as the 8-hour TWA exposure limit

19. EMERGENCY SAFETY STATIONS and EYEWASH EQUIPMENT

- o Emergency eyewash equipment must meet the following ANSI requirements
 - ANSI Z358.1 - 2009
 - ICC/ANSI A117.1 - 2003

20. TEMPERATURE EXTREMES

- o Everyone must be trained by the FBP Training Department and follow all aspects of the FBP Program

21. CONFINED SPACES

- o Everyone must be trained by the FBP Training Department and follow all aspects of the FBP Program

22. RESPIRATOR PROGRAM

- o Everyone must be trained by the FBP Training Department and follow all aspects of the FBP Program

23. LASER CONTROL

- o Lasers are required to meet ANSI Z136.1-2007

24. RADIOGRAPHIC (X-RAY) PROGRAM

- o Inform the CTR of any intent to bring radioactive sources, radiation generating devices or other radioactive material prior to bringing the material on site

25. ERGONOMICS PROGRAM

- o Ensure personnel awareness of interaction with their working environment that may present potential musculoskeletal hazards such as incorrect lifting of heavy loads, equipment vibrations, improper body positioning, negotiation of physical obstacles, office computer workstations, etc. Hazards and controls shall be identified in the approved JHA.
- o Do not lift more than 1/3 of your body weight or 50 pounds (whichever is less) without assistance.
- o Contact CTR for walk-down of any activity that requires a team lift or mechanical lifting assistance.

Exhibit 1

You Have a Right to a Safe and Healthful Workplace

IT'S THE LAW!

- ✔ You have the right to notify your employer or the local Department of Energy (DOE) office about workplace hazards, without reprisal. You may ask that your name not be used.
- ✔ You have the right to participate in the activities referenced in 10 CFR 851 "Worker Safety and Health Program," on official time.
- ✔ You have the right to access copies of DOE worker protection publications; the worker safety and health program for your workplace; and the standards, controls, and procedures that apply to your workplace.
- ✔ You have the right to have access to some accident and illness recordkeeping logs and the information in records of any workplace illness or injury that you experienced.
- ✔ You have the right to observe monitoring or measuring of hazardous agents, to receive the results of your own monitoring, and be notified when monitoring results indicate an overexposure.
- ✔ You have the right to have a representative accompany the DOE's Director for enforcement or the Director's authorized personnel during the inspection of your workplace.
- ✔ You have the right to request and receive results of inspections and accident investigations.
- ✔ You have the right to decline to perform an assigned task because of your reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious physical harm to you, coupled with your reasonable belief that there is insufficient time to seek effective redress through the normal hazard reporting and abatement procedures.
- ✔ Your employer must post this notice in your workplace.



Title 10 CFR 851 requires DOE contractors to provide their workers with a safe and healthful workplace. To obtain more information about those requirements and your rights, seek advice or assistance, or report an emergency, contact your supervisor, the DOE Grand Junction office, or the DOE Office of Health, Safety and Security (<http://www.hss.energy.gov>). Additional inquiries or concerns may be addressed to the DOE Safety and Health Manager at the DOE Grand Junction office, 2597 B 3/4 Road, Grand Junction, CO 81503.

