

Safety and Health Article - Alternative I
Integration of Environment, Safety and Health Into
Work Planning and Execution
(5-99)

NOTE: The safety and health regulations and requirements of the Company and DOE shall include, without limitation, the Secretary of Labor's standards contained in 29 CFR Part 1910 and 1926 and such other provisions as may be contained in this subcontract relating to safety and health.

A. The Seller shall take all reasonable precautions in the performance of the work under this subcontract to protect the environment, safety and health of employees, and members of the public. LMES shall notify the Seller in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Seller shall immediately take corrective action. In the event that the Seller fails to comply with said regulations and requirements, LMES may, without prejudice to any other legal or contractual rights of LMES, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of LMES. The Seller shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

B. For the purposes of this Article,

- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
- (2) Employees including subcontractor and lower-tier subcontractor employees.

C. Hoisting and Rigging Equipment

The Seller may not bring to/use at the site any hoisting and rigging equipment that contains any SAE Grades 5, 8, or 8.2 fasteners or ASTM Grade A325 fasteners identified on the "DOE Suspect Bolt Headmark List".

D. Worker Protection Plan (WPP)

In performing work under this Subcontract, the Seller shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Seller shall exercise a degree of care commensurate with the work and the associated hazards. The Seller shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible, part of the Seller's work planning and execution processes. The Seller shall ensure that, as a minimum, their Worker Protection Plan is structured to address the requirements contained in Paragraph (a) through (k) of this Article, relative to the performance of work:

(a) Management Commitment and Employee Involvement

- Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Seller and lower-tier subcontractor employees managing or supervising employees

performing work.

- Shall hold personnel accountable for meeting responsibilities.
- Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
- Shall assign responsibilities so those members of the organization know what performance is expected of them.
- Shall provide adequate authority and resources so that responsibilities can be met.
- Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
- Shall ensure employee understands the hazards and how to prevent exposure to such hazards.
- Shall ensure supervisory responsibilities include reinforcing employee training through feedback and enforcement.
- Shall have a new-hire orientation outline.
- Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
- Shall designate a Project Safety and Health Representative and include qualifications and duties. (This designation shall be inserted in the front of Seller's WPP.)

(b) Hazard Prevention and Control

- Before work is performed, the associated hazards must be evaluated and an agreed-upon set of ES&H standards and requirements must be established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
- Shall provide for submitting a Site-Specific Safety & Health Plan (S&HP) where required per 29 CFR 1910.120.
- Written, properly authorized, current permits (e.g., work clearance, vessel or confined space, environmental) are required before work begins. The permits shall be provided by LMES. Permits provide details on the type of activity to be performed and the safety requirements necessary to perform the job. Permits shall be posted in a designated area of the workplace and the instructions must be followed.
- Shall ensure supervisory responsibilities include analyzing the work to

identify hazards.

- 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.
 - Shall provide that current and potential Scope of Work hazards are analyzed, identified, corrected and/or controlled as work progresses:
 - first through engineering controls;
 - then through safe work procedures that are understood, followed, and enforced; and
 - finally by use of personal protective equipment
 - Shall provide for equipment maintenance.
 - The conditions/requirements for operations must be established and agreed upon by LMES and the Seller. These agreed-upon subcontract conditions/requirements are binding upon the Seller. The extent of documentation and level of authority shall be tailored to the complexity and hazards associated with the work.
 - Upon request, the Seller shall complete and submit a Major Equipment Declaration that reflects maintenance, operation, and inspection of their heavy equipment.
 - Shall provide the ES&H Engineering and Contractor Support Group copies of Material Safety Data Sheets prior to bringing chemicals on site and/or prior to the initial use of such chemicals. In addition, the Seller shall provide the ES&H Engineering and Contractor Support Group with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.
 - Shall establish a medical program which includes availability of first aid treatment.
 - Establish a medical clearance/surveillance program, as applicable to HAZWOPER and respiratory protection. The program shall include monitoring employees who may be occupationally exposed to health hazards associated with lead, benzene, asbestos, occupational noise and other agents that are covered under an OSHA Health Standard.
- (c) The Seller shall manage and perform work in accordance with the documented WPP. Documentation of the WPP shall describe how the Seller will:
- Define the Scope of Work;
 - Identify and analyze hazards associated with the work;

- Develop/implement feedback on adequacy of controls and continue to improve safety management;
 - Perform work within controls; and
 - Provide the tools and equipment necessary for safe performance of work. Tools and equipment (i.e., personal protective equipment, hand tools, power tools, ladders, scaffolds, hoists, vehicles, and mobile equipment, etc.) brought onto the Site shall meet all federal, state, and local laws, regulations, and standards (OSHA, ANSI, NFPA,) and are subject to inspection and approval by LMES personnel. Tools and equipment shall be regularly inspected and maintained by the Seller. Seller employees shall be responsible for using the proper tool for the job.
- (d) The WPP shall describe how the Seller will establish, document, and implement safety performance objectives, performance measures, and commitments in response to LMES program and budget execution guidance while maintaining the integrity of the WPP. The WPP shall also describe how the Seller will:
- Establish and communicate a clear goal for the WPP and objectives for meeting that goal;
 - Provide for compliance with daily safety and health inspections of the workplace, to include abatement as necessary;
 - Maintain daily housekeeping standards.
- (e). The Seller shall submit the WPP to LMES for review and approval. Dates for submittal, discussions, and revisions to the WPP will be established by LMES. Guidance on the preparation, content, review, and approval of the WPP will be provided by LMES. On an annual basis, the Seller shall review and up-date, for LMES approval, its safety performance objectives, performance measures, and commitments consistent with and in response to LMES program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire WPP. Accordingly, the WPP shall be integrated with the Seller's business processes for work planning, budgeting, authorization, execution, and change control.
- The Seller shall submit the previous year and current year-to-date OSHA 200 Logs and the Experience Modification Rate (EMR) from the Seller's workers' compensation insurance carrier to the LMES Purchasing Representative for review. The Seller shall maintain the current year OSHA 200 Log and Summary at LMES.
- (f). The Seller shall comply with all applicable Site procedures, and assist LMES in complying with ES&H requirements of all applicable laws and regulations, and applicable DOE Directives. The Seller shall cooperate with federal and non-federal agencies having jurisdiction over ES&H matters under this Subcontract.

(1) Environmental Compliance

- The Seller shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Seller shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the statement of work. The ECP shall specify the person responsible for ensuring the requirements are met.

(2) Radiological Control Compliance

- The Seller shall comply with all applicable radiological control regulations and requirements of the DOE, and shall take all reasonable precautions in the performance of the work under this Order to protect the safety and health of employees and members of the public. The Seller shall adhere to the applicable radiological control requirements contained in the Site Standards/Requirements Identification Document (S/RID) as delineated in the statement of work. The S/RID requirements incorporate 10 CFR 835, "Occupational Radiation Protection" and other DOE contractual radiological control requirements that flow down to suppliers. All Seller personnel shall conform to applicable LMES and area specific radiological control rules and procedures. The Seller shall submit their radiological control program as part of their WPP.
- The Seller moving any nonexempt sealed radioactive source and/or radiation generating devices to or from Y12 shall include in the radiological control plan specific methods, operational procedures, and person responsible for compliance with regulations in performance of this activity.

(3) Compliance to Federal, State and Local Regulations

- All subcontract personnel on Y12 property shall comply with the requirements of DOE Orders 440.1, 5483.1A, 5480.4, 231.1, 225.1 and 420.1 and other applicable federal, state, and local standards. These laws, regulations, and standards include, but are not limited to, OSHA, DOT/traffic laws, ANSI, ASME, and NFPA. All Seller personnel shall conform to applicable Y12 and/or specific occupational safety and health rules and procedures as delineated in statement of work. The Seller shall regularly inspect the workplace to ensure compliance to these standards (See B.2. above).

(4) Safety and Health Training

- Shall ensure supervisory responsibilities include ensuring compliance to OSHA, DOE and TOSHA mandated training requirements, where applicable, to include but are not limited to, benzene, asbestos, hearing conservation, and hazard communication.

- (g) The Seller shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the WPP. If the Seller fails to provide resolution or, if at any time, the Seller'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, LMES may issue an order stopping work in whole or in part. Any stop work order issued by LMES under this Article (or issued by the Seller to a lower-tier subcontractor in accordance with paragraph (l) of this Article shall be without prejudice to any other legal or contractual rights of LMES. In the event that LMES issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of LMES. The Seller shall not be entitled to an extension of time or additional fee for damages by reason of, or in connection with, any work stoppage order in accordance with this Article.
- (h) The Seller is responsible for compliance with the ES&H requirements applicable to this Subcontract regardless of the performer of the work.
- (i) The Seller shall include a clause substantially the same as this Article in lower-tier subcontracts involving complex or hazardous work on-site at a DOE-owned or leased facility. Such lower-tier subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this Article. Depending on the complexity and hazards associated with the work, the Seller may require that the lower-tier subcontractor(s) submit a WPP for the Seller's review and approval.
- The Seller shall include in all of its lower-tier subcontracts involving performance of work at the site the provisions of paragraphs (a) through (k). Inclusion of these provisions in lower-tier subcontracts shall not relieve the Seller of its obligations with respect to environment, occupational safety, and health aspects of the work.
- (j) Injury/Illness and/or Off Normal Occurrence Reporting
- All occupational injuries/illnesses of Seller employees shall be reported immediately to the ES&H Engineering and Contractor Support Group. Off-normal occurrences include property/equipment damage, injuries or near miss-type incidents. The Seller shall investigate and take corrective action to prevent recurrence. Copies of incident/injury/illness reports must be submitted to the Y12 ES&H Engineering and Contractor Support Group ES&H Engineering and Contractor Support Group.
 - WPP shall provide for investigations of accidents and "near misses".
- (k). Seller Files
- Seller shall maintain files on the project to document all training, inspections, certifications, qualifications, permits, and noncompliance notifications/responses.