

SAFETY AND HEALTH (10-94)

(a) (1) General. The Seller shall take all reasonable precautions in the performance of the work under this subcontract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all health and safety regulations and requirements of the Company and DOE. If the Seller fails to comply with said regulations or requirements, the Company may:

(i) Notify the Seller in writing of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, the Seller shall immediately take corrective actions.

(ii) Require, in writing, that the Seller remove from the work any employee the Company deems unsafe, incompetent, careless, or otherwise objectionable.

(iii) Without prejudice to any other legal or contractual rights of the Company and DOE, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Company. 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.

(2) In addition to or in lieu of any of the actions in (a)(1)(i) through (iii) above, the Company may terminate this subcontract for default.

(b) Definition. The "health and safety regulations and requirements of the Company and DOE" shall include, without limitation:

(1) The Secretary of Labor's standards contained in 29 CFR Part 1926 and 29 CFR Part 1910; and

(2) Such other provisions as may be contained in this subcontract relating to health and safety.

(c) Notice. The Seller shall notify the Company immediately upon the occurrence of any accident, injury, or property damage and upon the occurrence of any vehicle damage or injury. The Seller shall submit such written reports as the Company may direct.

(d) Monthly Report. To enable the Company to comply with DOE recordkeeping requirements, the Seller shall submit to the Company a monthly report on the attached form entitled "U.S. Department of Energy, Martin Marietta Energy Systems, Inc., Subcontracts, Transmittal of DOE F-5484.X." Reports shall be submitted within 10 days after the end of each month. Data entered in the "Individual Accident/Incident Report" section of the form shall be taken from the Seller's log and summary, OSHA Form 200, required by 29 CFR 1904.

(e) Hoisting and Rigging Equipment. (1) The Seller may not bring to or 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" on the reverse side hereof.

(2) For the purposes of this paragraph (e), "hoisting and rigging equipment" means: (i) overhead and gantry cranes as defined in 29 CFR 1910.179; (ii) crawler, locomotive, and truck cranes as defined in 29 CFR 1910.180; derricks, as defined in 29 CFR 1910.181; and associated lifting devices such as slings, lifting fixtures, and lifting attachments.

(f) Lower-Tier Subcontracts. The Seller shall include the provisions of this clause in all of its subcontracts involving performance of work at the site. However, such provision in the subcontracts shall not relieve the Seller of its obligation to assure compliance with the provisions of this clause for all aspects of the work.

DOE's Suspect Bolt Headmark List

1. All Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturer's headmarks:



Grade 5



Grade 8

2. Grade 5 fasteners with the following manufacturers' headmarks:



J Jinn Her (TW)



KS Kosaka Kogyo (JP)

3. Grade 8 fasteners with the following manufacturers' headmarks:



A Asahi Mfg (JP)



KS Kosaka Kogyo (JP)



NF Nippon Fasteners (JP)



RT Takai Ltd (JP)



H Hinomoto Metal (JP)



FM Fastener Co (of JP)



M Minamida Sieybo (JP)



KY Kyohei (JP)



MS Minato Kogyo (JP)



J Jinn Her (JP)



E Dalei (JP)



UNY Unytlite (JP)



Hollow
Triangle

Infasco Co. (CA TW JP YU)
(sizes greater than 1/2-in dia)

4. Grade 8.2 fasteners with the following headmarks:



KS Kosaka Kogyo (JP)

5. Grade A325 Fasteners (Bennett Denver Target only) with the following headmarks: A325 KS Kosaka Kogyo (JP)



Type 1



Type 2



Type 3

6. Key: (CA)-Canada; (JP)-Japan; (TW)-Taiwan; (YU)-Yugoslavia

U. S. DEPARTMENT OF ENERGY MARTIN MARIETTA ENERGY SYSTEMS INC.

SUBCONTRACTS

TRANSMITTAL OF DOE F-5484.X

| | |
|------------------------|--------------------------|
| Reporting Month: _____ | Reporting Company: _____ |
| Date: ____/____/____ | Work Order: _____ |
| | Subcontract No.: _____ |

INDIVIDUAL ACCIDENT/INCIDENT REPORT

NEW CASES

NUMBER OF CASES _____ CASE NUMBER _____

REVISED CASES

NUMBER OF ENCLOSURES _____ CASE NUMBER _____

COMMENTS: _____

TOTAL HOURS WORKED THIS MONTH

NUMBER OF HOURS: _____

SUBMITTED BY: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

ADDRESS: _____

DATE RECEIVED: _____