

***CONSTRUCTION SUBCONTRACT***

***(Subcontract No.)***

***EXHIBIT "F"***

***ENVIRONMENT, SAFETY AND HEALTH  
PROVISIONS***

***(Date)***

*SAVANNAH RIVER REMEDIATION LLC*

**EXHIBIT "F"  
ENVIRONMENT, SAFETY AND HEALTH PROVISIONS (ES&HP)**

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ATTACHMENTS: Electronic copies of these documents can be downloaded from the Savannah River Site Internet Home Page: [http://www.srs.gov/general/busiops/srr-procurement/docs\\_forms.htm](http://www.srs.gov/general/busiops/srr-procurement/docs_forms.htm)

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**CONSTRUCTION SUBCONTRACT  
EXHIBIT "F"  
ENVIRONMENT, SAFETY AND HEALTH PROVISIONS**

**ES&HP-1 ENVIRONMENT, SAFETY AND HEALTH PROVISIONS**

SUBCONTRACTOR shall have sole responsibility for implementing its safety program. Neither CONTRACTOR nor the GOVERNMENT shall be responsible for supervising the implementation of SUBCONTRACTOR's safety program, and neither CONTRACTOR nor the GOVERNMENT shall have responsibility for the safety of SUBCONTRACTOR, its employees or its sub-tier suppliers' or subcontractors' employees. All of SUBCONTRACTOR's obligations under the General Provision titled "INDEMNITY" shall apply to any liability arising in connection with or incidental to SUBCONTRACTOR's performance or failure to perform as provided in this Exhibit "F" *Environment, Safety and Health Provisions*.

CONTRACTOR requires that a construction superintendent be designated in writing as being responsible for the performance of all aspects of the work described in the Subcontract documents including the environment, safety and health requirements of this Exhibit "F". Attachment "A" *Construction Contractor Designation* is the format for designating that individual.

Throughout performance of the Work, SUBCONTRACTOR shall conduct all operations in such a way as to minimize impact to the natural environment and comply with all laws, regulations, and rules applicable to the site. In the event SUBCONTRACTOR encounters materials reasonably believed to be a toxic or hazardous material, or a toxic or hazardous waste not anticipated by the scope of this Subcontract, SUBCONTRACTOR shall immediately stop work and notify the Subcontract Technical Representative (STR) of the condition.

**UNSAFE WORKERS**

If SUBCONTRACTOR, or any Sub-tier Subcontractor, independently either suspends or terminates an employee for unsafe acts resulting from performance of work under this Subcontract, SUBCONTRACTOR shall immediately provide electronic notification to the STR/End User with information on that action. (See Exhibit B, Article SP-26, Paragraph C, Security Badging Requirements.)

**RADIOLOGICAL CONTROL PROGRAM**

**(When required by the Subcontract Field Conditions form found as Attachment "A" to Exhibit "B" – Special Provisions.)**

SUBCONTRACTOR shall submit a Radiological Control Program as defined by regulations 10 CFR 835 and U.S. Department of Energy (DOE) Order 5400.5.

SUBCONTRACTOR also must advise STR *in* writing prior to moving any radioactive source to or from the site. SUBCONTRACTOR shall designate a source control custodian. The source custodian shall have documented training for this position. SUBCONTRACTOR shall meet at least one of the following:

- (i) maintain a valid State or Nuclear Regulatory Commission (NRC) license for handling and use of byproduct materials; or
- (ii) have CONTRACTOR approved procedures that comply with 10 CFR 835; or
- (iii) use Savannah River Site Procedure 5Q1.1-532.

**PERMITS**

Written, properly authorized, current permits (e.g., work clearance, vessel or confined space, environmental) are required before work begins. The General Provisions GP-9 titled "Permits and Licenses" notwithstanding, CONTRACTOR will, without cost to SUBCONTRACTOR, furnish the permits listed in the Subcontract Field Conditions Form found as Attachment "A" to Exhibit "B"- Special Provisions.

**OSHA FORM NO. 300**

SUBCONTRACTOR shall maintain the OSHA Form No. 300 log. The past year's and the current year-to-date records of all recordable occupational injuries and illnesses and the Experience Modification Rate (EMR) from the insurance carrier shall be available for review by CONTRACTOR or the GOVERNMENT upon request.

SUBCONTRACTOR shall comply with, and assist CONTRACTOR in complying with, ES&H requirements of all applicable laws and regulations, and applicable DOE Directives identified in this Exhibit "F".

SUBCONTRACTOR shall submit to the STR on the first working day of the week, the SUBCONTRACTOR's Weekly Man-hour Report for the previous week's work found as Attachment "J" in this Exhibit "F".

#### ADDITIONAL ENVIRONMENTAL, SAFETY AND HEALTH REQUIREMENTS

In the performance of work under this Subcontract, SUBCONTRACTOR is required to follow the site procedures listed below and hereby incorporated into the Subcontract as Attachments to this Exhibit "F".

Additional Requirements:

**(Procurement Representative/Buyer to insert additional requirements.)**

### **ES&HP-2 INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION**

A. For the purpose of this Article,

- (1) "safety" encompasses environment, safety and health, including pollution prevention and waste minimization; and
- (2) "employees" include SUBCONTRACTOR and sub-tier suppliers' and subcontractors' employees.

B. In performing work under this Subcontract, SUBCONTRACTOR and any sub-tier subcontractor(s) 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. SUBCONTRACTOR shall exercise a degree of care commensurate with the work and the associated hazards. SUBCONTRACTOR shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible part of SUBCONTRACTOR's work planning and execution processes. SUBCONTRACTOR shall, in the performance of work, ensure that:

- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those SUBCONTRACTOR and Sub-tier Subcontractor(s) employees managing or supervising employees performing work.
- (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
- (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
- (4) 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.
- (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
- (6) 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.
- (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by CONTRACTOR and SUBCONTRACTOR. These agreed-upon conditions and requirements of the Subcontract are binding upon SUBCONTRACTOR. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work.

**(Procurement Representative/Buyer shall change the reference to "I through O" in paragraph C, to read "I through M" if Alternative I, Safety Category A, is used.)**

C. SUBCONTRACTOR and any sub-tier supplier(s) and subcontractor(s) shall manage and perform work in accordance with the degree specified in Paragraphs I through O of this Provision. Documentation in the Subcontract shall describe how SUBCONTRACTOR will:

- (1) define the Work to be performed;

- (2) identify and analyze hazards associated with the work;
- (3) develop and implement hazard controls;
- (4) perform work within controls; and
- (5) provide feedback on adequacy of controls and continue to improve safety management.

- D. The Subcontract shall describe how SUBCONTRACTOR will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Subcontract requirements while maintaining the integrity of the Worker Protection Plan (WPP). The Subcontract shall also describe how SUBCONTRACTOR will measure WPP effectiveness.
- E. SUBCONTRACTOR shall submit to the Procurement Representative/Buyer documentation of its WPP for review and acceptance. The Procurement Representative/Buyer will establish dates for submittal, discussions, and revisions to the WPP. The Procurement Representative/Buyer will provide guidance on preparation, content, review, and acceptance of the WPP. On an annual basis, SUBCONTRACTOR shall review and update, for CONTRACTOR acceptance, its safety performance objectives, performance measures, and commitments consistent with, and in response to, Subcontract requirements, 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 Subcontract shall be integrated with SUBCONTRACTOR's business processes, as applicable to the Scope of Work contained in this Subcontract, for work planning, budgeting, authorization, execution, and change control.
- F. SUBCONTRACTOR and any sub-tier supplier(s) and subcontractor(s) shall comply with, and assist CONTRACTOR in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the General Provisions of this Subcontract on Laws and Regulations. SUBCONTRACTOR shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
- G. SUBCONTRACTOR shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the Subcontract. If SUBCONTRACTOR fails to provide resolution or, if at any time, SUBCONTRACTOR'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 Procurement Representative/Buyer may issue an Order stopping work in whole or in part. Any Stop Work Order issued by the Procurement Representative/Buyer under this Provision (or issued by SUBCONTRACTOR to a sub-tier supplier or subcontractor) shall be without prejudice to any other legal or contractual rights of CONTRACTOR. In the event that the Procurement Representative/Buyer issues a stop work Order, an Order authorizing the resumption of the work may be issued at the discretion of Procurement Representative/Buyer. SUBCONTRACTOR shall not be entitled to an extension of time or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Provision.
- H CONTRACTOR shall hold SUBCONTRACTOR responsible for compliance with the ES&H requirements applicable to this Subcontract, including performance of work by any Sub-tier Subcontractor(s).

**(Select this Alternative I (paragraphs I thru M) if the Subcontract is Safety Category A. Delete Alternatives II and III.)**

I. COMPLIANCE WITH SAVANNAH RIVER SITE/DOE ES&H REQUIREMENTS

SUBCONTRACTOR, and any sub-tier supplier(s) and subcontractor(s), 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. All work shall be performed to include lower-tier subcontracted work in compliance with all applicable CONTRACTOR/GOVERNMENT environmental, safety, and health requirements, including DOE Regulation 10 CFR 851 *Worker Safety and Health Program* and Orders, and procedures including related reporting requirements. Such procedures provide authority to CONTRACTOR employees to call a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property. SUBCONTRACTOR shall ensure that its employees, including Sub-tier Subcontractor employees are aware of this authority, and also have similar "time out/stop work" authority when performing work under this Subcontract. CONTRACTOR's Procurement Representative/Buyer shall notify SUBCONTRACTOR in writing of any noncompliance with this Provision and the corrective action to be taken. After receipt of such notice, SUBCONTRACTOR shall immediately take corrective action. In the event that SUBCONTRACTOR fails to take corrective action and comply with said CONTRACTOR/GOVERNMENT regulations, requirements and procedures, the CONTRACTOR's Procurement Representative/Buyer may, without prejudice to any other legal or contractual rights of

CONTRACTOR, issue an Order stopping work in whole or in part. An Order authorizing the resumption of work may be issued at the discretion of the Procurement Representative/Buyer. SUBCONTRACTOR shall not be entitled to an extension of time or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Provision.

J. LETTER OF ACKNOWLEDGEMENT AND CONFIRMATION OF COMPLIANCE WITH SAVANNAH RIVER SITE AND CONTRACTOR PROCEDURES

Prior to the start of work under this Subcontract, SUBCONTRACTOR shall provide to CONTRACTOR's Procurement Representative/Buyer a letter acknowledging a Corporate Safety and Health Policy and confirmation of compliance with Savannah River Site and CONTRACTOR procedures as stated in the Subcontract. In addition, for any tasks identified in the Statement of Work as outside the scope of said procedures, SUBCONTRACTOR shall provide to the Procurement Representative/Buyer for review and acceptance, appropriate documentation, procedures or manuals containing task hazard reviews and safeguards to be implemented. Whenever a significant change or addition is made to such documentation, procedures or manuals SUBCONTRACTOR shall re-submit the revised document to CONTRACTOR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, SUBCONTRACTOR must submit annually to CONTRACTOR either updates to the documentation, procedures or manuals for acceptance or a letter stating that no changes are necessary in the current accepted documents.

K. ASSIGNED COMPETENT PERSON

SUBCONTRACTOR will designate (in writing – after award) an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged SUBCONTRACTOR personnel seeking temporary badges in support of the SUBCONTRACTOR's work scope. The STR shall be notified two (2) working days in advance of personnel seeking entry. The ACP shall be a responsible employee, cognizant of the subcontract scope and the SUBCONTRACTOR's Worker Protection Plan, including any focused observation safety checklists. The ACP will meet the entering personnel at the SRS Badging Office, Building 703-46A. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site issue and review, complete and date any applicable focused observation safety checklist(s).

L. SAFETY AND HEALTH REPRESENTATIVE

SUBCONTRACTOR shall designate a safety and health professional or representative as specified in the Subcontract. The designation must include the person's qualifications and duties (see ES&HP-3C).

M. SITE REPORTING REQUIREMENTS

SUBCONTRACTOR shall immediately notify the STR or CONTRACTOR Procurement Representative/Buyer of any event/condition that may require reporting to the DOE. Further, the SUBCONTRACTOR shall cooperate with any CONTRACTOR or GOVERNMENT critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-1-2) and can include (but are not limited to):

- (1) Operational emergencies.
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses.
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately.
- (4) Any violation of Lockout/Tag-out controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury.
- (5) Fires/explosions.
- (6) Hazardous energy control failures.
- (7) Operations shutdown directed by management for safety reasons.
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations.
- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.).
- (11) Spread of radioactive contamination or loss of control of radioactive materials.
- (12) Personnel radioactive contaminations or exposures.
- (13) Violations of procedures.

Immediate notification is required of such events to ensure CONTRACTOR meets its commitment for 30 minute notification to appropriate DOE authorities. SUBCONTRACTOR shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. In addition, SUBCONTRACTOR and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this Subcontract.

**(Select this Alternative II (paragraphs I thru O) if the Subcontract is Safety Category B. Delete Alternatives I paragraphs I thru M above, and Alternative III, paragraphs I thru O.)**

I. COMPLIANCE WITH ES&H REQUIREMENTS

SUBCONTRACTOR and any Sub-tier Subcontractor(s) 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, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including DOE Regulation 10 CFR 851 *Worker Safety and Health Program* that will apply to any work performed on the Savannah River Site. SUBCONTRACTOR and any sub-tier supplier(s) and subcontractor(s) shall comply with site-specific ES&H requirements when specified in the Subcontract. The CONTRACTOR's Procurement Representative/Buyer shall notify SUBCONTRACTOR in writing of any noncompliance with this Provision. After receipt of such notice, SUBCONTRACTOR shall immediately take corrective action. In the event that SUBCONTRACTOR fails to take corrective action and comply with said regulations and requirements, the CONTRACTOR's Procurement Representative/Buyer may, without prejudice to any other legal or contractual rights of CONTRACTOR, issue an Order stopping work in whole or in part. An Order authorizing the resumption of work may be issued at the discretion of the Procurement Representative/Buyer. SUBCONTRACTOR shall not be entitled to an extension of time or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Provision.

J. CORPORATE WORKER PROTECTION PLAN (WPP)

SUBCONTRACTOR shall possess and maintain a corporate WPP which implements the OSHA requirements applicable to the normal course of SUBCONTRACTOR's business. Prior to the start of work under this Subcontract, SUBCONTRACTOR shall provide to the CONTRACTOR's Procurement Representative/Buyer a copy of the WPP and sample Task Specific Plans (TSP) (based on a minimum of three tasks in the scope of work) for review and acceptance by the appropriate CONTRACTOR organization(s). NOTE: SUBCONTRACTOR is responsible for conducting hazard analysis and documenting additional TSPs. Work under this Subcontract shall not commence until the WPP and TSPs have been accepted by CONTRACTOR. SUBCONTRACTOR shall provide a copy of the accepted WPP and TSP to any Sub-tier Subcontractor(s), and shall ensure SUBCONTRACTOR employees performing work at the site have access to the WPP document accepted by CONTRACTOR, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. SUBCONTRACTOR's employees and the employees of any Sub-tier Subcontractor(s) shall comply with the WPP and TSPs in the performance of the work under this Subcontract. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives.
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851 *Worker Safety and Health Program*.
- (3) Shall provide employee guidance on internal engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss.
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Task Specific Plans that include hazard identification and control measures that provide for safe work practices and employee training, i.e., 1) Define Scope of Work, 2) Identify and Analyze Hazards, 3) Develop and Implement Controls, 4) Perform Work within Controls, 5) Provide Feedback, and Continuous Improvement.
- (6) Shall include Focused Observation Checklists, as applicable. SUBCONTRACTOR shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by SUBCONTRACTOR and its Sub-tier Subcontractors will typically

be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page [http://www.srs.gov/general/busiops/srr-procurement/docs\\_forms.htm](http://www.srs.gov/general/busiops/srr-procurement/docs_forms.htm) for review and down loading.

- (7) Shall include a process that provides authority to SUBCONTRACTOR and Sub-tier Subcontractor employees to call for a “time out/stop work” when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

SUBCONTRACTOR shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to CONTRACTOR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total rewrite or major revision. Additionally, SUBCONTRACTOR must submit annually to CONTRACTOR either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP.

K. ASSIGNED COMPETENT PERSON

The SUBCONTRACTOR will designate (in writing – after award) an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged SUBCONTRACTOR personnel seeking temporary badges in support of the SUBCONTRACTOR’s work scope. The STR shall be notified two (2) working days in advance of personnel seeking entry. The ACP shall be a responsible employee, cognizant of the Subcontract scope and the SUBCONTRACTOR’s Worker Protection Plan, including any focused observation safety checklists. The ACP will meet the entering personnel at the SRS Badging Office, Building 703-46A. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site issue and review, complete and date any applicable focused observation safety checklist(s).

L. SAFETY AND HEALTH REPRESENTATIVE

SUBCONTRACTOR shall designate a safety and health professional or representative as specified in the Subcontract. The designation must include the person’s qualifications and duties and be documented in the SUBCONTRACTOR’s Worker Protection Plan (see ES&HP-3C).

M. MATERIAL SAFETY DATA SHEETS

SUBCONTRACTOR shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, SUBCONTRACTOR shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA (Community Right-to-Know and Superfund federal statute). All chemicals stored on-site shall follow NFPA (National Fire Protection Association) storage guidelines.

N. ENVIRONMENTAL COMPLIANCE

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

O. SITE REPORTING REQUIREMENTS

SUBCONTRACTOR shall immediately notify the STR or CONTRACTOR Procurement Representative/Buyer of any event/condition that may require reporting to DOE. Further, the SUBCONTRACTOR shall cooperate with any CONTRACTOR or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-2) and can include (but are not limited to):

- (1) Operational emergencies.
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses.
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately.
- (4) Any violation of Lockout/Tag-out controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury.
- (5) Fires/explosions.



- (6) Hazardous energy control failures.
- (7) Operations shutdown directed by management for safety response.
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations.
- (10) Loss, damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.).
- (11) Spread of radioactive contamination or loss of control of radioactive materials.
- (12) Personnel radioactive contaminations or exposures.
- (13) Violations of procedures.

Immediate notification is required of such events to ensure CONTRACTOR meets its commitment for 30 minute notification to appropriate DOE authorities. SUBCONTRACTOR shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. In addition, SUBCONTRACTOR and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this Subcontract.

**(Select this Alternative III (paragraphs I thru O) if the Subcontract is Safety Category C. Delete Alternatives I and II above.)**

**I. COMPLIANCE WITH ES&H REQUIREMENTS**

SUBCONTRACTOR and any Sub-tier Subcontractor(s) 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, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including DOE Regulation 10 CFR 851 *Worker Safety and Health Program* that will apply to any work performed on the Savannah River Site. SUBCONTRACTOR and any Sub-tier Subcontractor(s) shall comply with site-specific ES&H requirements when specified in the subcontract. The CONTRACTOR's Procurement Representative/Buyer shall notify SUBCONTRACTOR in writing of any noncompliance with this Provision. After receipt of such notice, SUBCONTRACTOR shall immediately take corrective action. In the event that SUBCONTRACTOR fails to take corrective action and comply with said regulations and requirements, the CONTRACTOR's Procurement Representative/Buyer may, without prejudice to any other legal or contractual rights of CONTRACTOR, issue an Order stopping work in whole or in part. An Order authorizing the resumption of work may be issued at the discretion of the Procurement Representative/Buyer. SUBCONTRACTOR shall not be entitled to an extension of time or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Provision.

**J. CORPORATE WORKER PROTECTION PLAN (WPP)**

SUBCONTRACTOR shall possess and maintain a corporate Worker Protection Plan (WPP) that implements the OSHA requirements applicable to the normal course of SUBCONTRACTOR's business. Prior to the start of work under this Subcontract, SUBCONTRACTOR shall provide to the CONTRACTOR's Procurement Representative/Buyer a copy of the WPP for review and acceptance by the appropriate CONTRACTOR organization. SUBCONTRACTOR's employees and the employees of any Sub-tier Subcontractor(s) shall comply with the WPP in the performance of the work under this Subcontract. Work under the Subcontract shall not commence until the WPP has been received and accepted by CONTRACTOR. SUBCONTRACTOR shall provide a copy of the WPP to any sub-tier supplier(s) and subcontractor(s) and shall ensure Subcontractor employees performing work at the site have access to the WPP document accepted by CONTRACTOR, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives.
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851 *Worker Safety and Health Program*.
- (3) Shall provide employee guidance on task hazards, engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss.
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).

- (5) Shall include Focused Observation Checklists, as applicable. SUBCONTRACTOR shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the WPP or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by SUBCONTRACTOR and its Sub-tier Subcontractors will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page [http://www.srs.gov/general/busiops/srr-procurement/docs\\_forms.htm](http://www.srs.gov/general/busiops/srr-procurement/docs_forms.htm) for review and down loading.
- (6) Shall include a process that provides authority to SUBCONTRACTOR and Sub-tier Subcontractor employees to call for a “time out/stop work” when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

SUBCONTRACTOR shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to CONTRACTOR for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total rewrite or major revision. Additionally, SUBCONTRACTOR must submit annually to CONTRACTOR either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP

K. ASSIGNED COMPETENT PERSON

The SUBCONTRACTOR shall designate (in writing – after award) an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged Subcontractor personnel seeking temporary badges in support of the SUBCONTRACTOR’s work scope. The STR shall be notified two (2) working days in advance of personnel seeking entry. The ACP shall be a responsible employee, cognizant of the Subcontract scope and the Subcontractor’s Worker Protection Plan, including any focused observation safety checklists. The ACP will meet the entering personnel at the SRS Badging Office, Building 703-46A. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site issue and review, complete and date any applicable focused observation safety checklist(s).

L. SAFETY AND HEALTH REPRESENTATIVE

SUBCONTRACTOR shall designate a safety and health professional or representative as specified in the Subcontract. The designation must include the person’s qualifications and duties and be documented in the SUBCONTRACTOR’s Worker Protection Plan (see ES&HP-3C).

M. MATERIAL SAFETY DATA SHEETS

SUBCONTRACTOR shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, SUBCONTRACTOR shall provide the STR 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.

N. ENVIRONMENTAL COMPLIANCE

SUBCONTRACTOR and any Sub-tier Subcontractor(s) shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request SUBCONTRACTOR shall submit an ECP outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

O. SITE REPORTING REQUIREMENTS

SUBCONTRACTOR shall immediately notify the STR or CONTRACTOR Procurement Representative/Buyer of any event/condition that may require reporting to DOE. Further, the SUBCONTRACTOR shall cooperate with any CONTRACTOR or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-2) and can include (but are not limited to):

- (1) Operational emergencies.
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses.
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately.
- (4) Any violation of Lockout/Tag-out controls where there are no credible barriers left between the worker, and

- the energy source regardless of whether or not there was an injury,
- (5) Fires/explosions.
  - (6) Hazardous energy control failures.
  - (7) Operations shutdown directed by management for safety response.
  - (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
  - (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations.
  - (10) Loss, damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.).
  - (11) Spread of radioactive contamination or loss of control of radioactive materials.
  - (12) Personnel radioactive contaminations or exposures.
  - (13) Violations of procedures.

Immediate notification is required of such events to ensure CONTRACTOR meets its commitment for 30 minute notification to appropriate DOE authorities. SUBCONTRACTOR shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. In addition, SUBCONTRACTOR and its employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this Subcontract.

### **ES&HP-3 SAFETY PERFORMANCE**

#### **A. FINANCIAL INCENTIVE**

##### **(Option A - For subcontracts without incentive funding.)**

As a financial incentive to reward excellent safety performance at the Savannah River Site, CONTRACTOR offers to lower retainer percentage from progress payments. In accordance with Special Provision titled "Application for Payments and Payment," of Exhibit "B" CONTRACTOR withholds ten (10) percent from each progress payment to ensure CONTRACTOR, and the Government are adequately protected. Furthermore, the "Application for Payments and Payment" provision provides that at fifty - (50) percent completion CONTRACTOR may reduce retainer to five (5) percent, or lower, provided SUBCONTRACTOR is proceeding with the work in the manner and time satisfactory to CONTRACTOR.

This special safety incentive extends an offer for a lower retainer percentage. When SUBCONTRACTOR completes twenty (20) percent of the site work, the next application for payment can request a reduction in retainer to five (5) percent if there have been zero (0) OSHA recordable injuries. SUBCONTRACTOR must maintain this safety performance to continue receiving this reduced retainer. This reduction, as well as any further reductions, is also contingent on SUBCONTRACTOR's compliance in other areas of performance, such as those identified in Special Provision titled "Application for Payments and Payment" provision.

In addition to the need to protect the health and safety of SUBCONTRACTOR's workers, the ability to maintain a safe work site at SRS insures numerous financial benefits at SRS including: a more productive work force, better relationships with the unions, lower insurance costs for contractors working at SRS, less oversight from DOE, and fewer reports on incidents at SRS. The precise value of any of these items resulting from an accident at the site cannot be readily quantified. CONTRACTOR therefore has made a reasonable estimate of these additional potential damages as addressed in the following paragraph.

Failure to report an injury or accident or unauthorized changing of the scene of the injury/accident will result in an assessed fee of \$1000. Any incident involving SUBCONTRACTOR owned/leased heavy equipment or motorized vehicles resulting in personal injury or property damage in excess of \$500, and caused by personnel under the control of SUBCONTRACTOR, will result in an assessed fee of \$1000. This is in addition to other contract provisions for damage to DOE property.

##### **(Option B - For subcontracts with incentive funding. Incentive funding is required for subcontracts over \$100K with duration over 30 days, as noted on page one (1) of Subcontract Field Conditions form.)**

CONTRACTOR has allocated a financial sum equal to **(number) % (suggested value is 1%)** of the initial awarded Subcontract value as a financial incentive (see table below) for achieving an exemplary OSHA Total Recordable Case (TRC) Rate for site work performed by SUBCONTRACTOR. A fee (see table below) shall be assessed for a TRC Rate for site work performed by SUBCONTRACTOR that exceeds the established

CONTRACTOR’s goal of 3.6. The incentive shall be void and the prescribed financial penalty applied for any work related incident resulting in a fatality, or the inpatient hospitalization of one (1) or more employees beyond 24 hours for purposes other than observation.

In addition to the need to protect the health and safety of SUBCONTRACTOR’s workers, the ability to maintain a safe work site at SRS insures numerous financial benefits at SRS including: a more productive work force, better relationships with the unions, lower insurance costs for contractors working at SRS, less oversight from DOE, and fewer reports on incidents at SRS. The precise value of any of these items resulting from an accident at the site cannot be readily quantified. CONTRACTOR therefore has made a reasonable estimate of these additional potential damages as addressed in the following paragraph.

Failure to report an injury or accident or unauthorized changing of the scene of the injury/accident will result in an additional assessed fee of \$1000. Any incident involving SUBCONTRACTOR owned/leased heavy equipment or motorized vehicles resulting in personal injury or property damage in excess of \$500, and caused by personnel under the control of SUBCONTRACTOR, will result in an additional assessed fee of \$1000. This is in addition to other contract provisions for damage to DOE property.

The incentives and assessed fees shall be incorporated in the final payment at Subcontract completion.

<b>TRC Rate</b>	Zero (0)	≤ 2.1	≤ 3.6	> 3.6
<b>Incentive Reward</b>	100% of available incentive dollars (\$)	50% of available incentive dollars (\$)	NA	
<b>Financial Fee</b>	NA	NA	NA	Fee equal to 100% of available incentive dollars (\$)

**B. SAFETY CITATION (SC)**

A “Safety Citation” Attachment “B” may be issued to SUBCONTRACTOR by the STR for any Safety violations. (NOTE: Safety Citation is warranted for, but not limited to repeated safety violations, failure to abate any unsafe conditions, serious/imminent danger safety concerns, failure to report injury/incidents in a timely manner, improper OSHA record keeping and at the discretion of the STR, ES&H and CONTRACTOR PROCUREMENT). SUBCONTRACTOR application for payments will be placed on hold if any SC has not been resolved by SUBCONTRACTOR. For every three (3) SC’s issued to SUBCONTRACTOR, or at the discretion of the STR, SUBCONTRACTOR shall (at its expense and in a timely manner) conduct a minimum of one-half (1/2) of a shift Safety Stand-Down with all employees, including Sub-tier Subcontractor employees engaged in work activities at the Site. (NOTE: If the citation was issued because of a Sub-tier Subcontractor’s failure to comply, the citation will be issued to the SUBCONTRACTOR but will be held against the Sub-tier Subcontractor for the stand-down purposes.) This stand-down time will be dedicated to safety briefings and general housekeeping.

**C. SAFETY PROFESSIONAL/REPRESENTATIVE (SPR)**

**((Option A) - Safety Professional - Required for subcontracts with high risk factors and large scope and noted on the OSR 1-126 Subcontract Field Conditions Form.)**

**Safety Professional**

SUBCONTRACTOR shall provide a full time dedicated Safety Professional on site and shall work closely with CONTRACTOR management personnel to coordinate SUBCONTRACTOR’s comprehensive Safety Management System. Implementation, administration, and oversight of SUBCONTRACTOR’s Worker Protection Plan and CONTRACTOR site safety rules shall be this person’s sole responsibility. “Zero Incidents” shall be the goal of SUBCONTRACTOR. The dedicated Safety Professional shall meet the following minimum acceptance criteria or pre-approved equivalent.

1. Certification by the American Board of Industrial Hygienists/Board of Certified Safety Professionals Joint Committee or equivalent nationally recognized organization, or an associate degree (or higher) in Safety and Health recognized by the American Society of Safety Engineers or other nationally recognized agency.
2. **OR** at least three (3) years of full time work/management experience in the field of construction safety.

Duties shall include, but are not limited to:

- Manage SUBCONTRACTOR's comprehensive Safety Management System/Worker Protection Plan.
- Interface with site safety personnel and the STR to resolve safety issue.
- Ensure safety requirements and goals have been identified to workers.
- Hold safety and pre-job meetings as required.
- Conduct and document daily safety inspections. Attachment "C" "Safety/Housekeeping Inspection Checklist" (or pre-approved equivalent) shall be utilized to document the results of the inspection, and submitted to the STR.
- Conduct Safety Observations of working employees. The results of the observations shall be documented on Attachment D, "Safe Worker Observation Data Sheet" and submitted to the STR.
- Attend all injury/illness/incident fact finding meetings.

SUBCONTRACTOR shall submit the Safety Professional's qualifications to SRS for acceptance prior to the start of work.

**((Option B) - Safety Representative (SR) - Alternative option to "Safety Professional" for subcontracts with low risk factors and/or smaller scopes as noted on the OSR 1-126 Subcontract Field Conditions Form.)**

**SAFETY REPRESENTATIVE**

SUBCONTRACTOR shall designate a Safety Representative. The designated representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards. In addition, the designee shall have one of the following requirements: pre-approved equivalent having other safety related training certificates (e.g., OSH, IHIT, CHST) and/or 12 months job experience in Health & Safety with an understanding of 29 CFR 1926/1910 and 10 CFR 851 requirements.

Safety Representative should understand hazards and how to prevent exposure to such. These requirements shall be satisfied by SUBCONTRACTOR's designated Safety and Health representative as specified in the contract to include:

1. Daily Pre-Job Brief Meetings

The designated representative shall ensure pre-job meetings are conducted to address hazards associated with the job.

2. Safe Worker Observations

Safe Worker Observations of working employees shall be conducted by the designated representative as applicable. The results of the observations shall be documented on Attachment "D" "Safe Worker Observation Data Sheet" and submitted to the STR.

3. Conduct and document daily safety inspections. Attachment "C" "Safety/Housekeeping Inspection Checklist" (or pre-approved equivalent) shall be utilized to document the results of the inspection, and submitted to the STR.

**((Option C) - Industrial Hygienist (IH) - Required for subcontracts with high risk factors and large scope and noted on the OSR 1-126 Subcontract Field Conditions Form.)**

**Industrial Hygienist**

Board Certified Industrial Hygienist (CIH), Industrial Hygiene Professional (IHP), and/or Safety Professional with three (3) years' related field experience will be responsible for anticipating, recognizing, evaluating and controlling environmental factors and other conditions arising in or from the workplace that may cause sickness, impaired health and well-being or significant discomfort among employees. The Industrial Hygienist duties include, but are not limited to:

- Responsible for performing exposure Assessments.
- Ensure proper compliance is achieved and maintained in accordance with established regulatory requirements.
- Conduct or oversee industrial hygiene surveys, collect industrial hygiene samples, transmit samples for analysis and report results through appropriate methods and draft reports.
- Evaluating and controlling health hazards.

- Technical competency in using various industrial hygiene equipment.
- Review associated JHAs during industrial hygiene surveys and provide corrective feedback as needed.
- Notify supervisors and personnel of monitoring results.
- Recommend engineering, administrative controls, work practices and PPE to prevent personnel exposure to chemical, physical, or biological hazards.
- Maintain industrial hygiene survey and calibration equipment.
- Maintain industrial hygiene survey records, notifications of personal monitoring results, and equipment calibration logs.
- Provide or coordinate hazard-specific training for personnel who work with hazardous materials or carcinogens.
- Review plans for new operations and significant changes to ongoing operations that involve hazardous materials or carcinogens.

**((Option D) - Industrial Hygiene Technician (IHT) - Alternative option for subcontracts with lower risk factors and smaller dollar value as noted on page one of Subcontract Field Conditions Form.)**

#### INDUSTRIAL HYGIENE TECHNICIAN (IHT)

IHT - an individual with 12 months related experience under the direction of a CIH, IHP who may not be located on site during the performance of work. Duties include, but not limited to:

- Determine appropriate sampling equipment and sampling methods.
- Technical competency in utilizing various industrial hygiene equipment.
- Maintain industrial hygiene equipment.
- Develop equipment management files and conduct training on equipment.
- Notify supervisors and personnel of monitoring results.
- Based on guidance received from industrial hygienist perform industrial hygiene surveys, sampling, studies, and investigations.

#### **ES&HP-4 EQUIPMENT SAFETY**

SUBCONTRACTOR shall ensure that major equipment used in the performance of work under this Subcontract is inspected, operated and maintained by competent personnel. As confirmation, SUBCONTRACTOR shall complete Attachment F, Major Equipment Declaration (MED), and provide one (1) copy to the STR, prior to placing any such equipment in service on the Savannah River Site. Provide a copy of the MED form to the CONTRACTOR Procurement Representative/Buyer. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty construction equipment on the Savannah River Site (i.e., mobilization/demobilization), SUBCONTRACTOR shall read and complete the “Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist”, copy available on the SRS Internet Home Page at [http://www.srs.gov/general/busiops/srr-procurement/docs\\_forms.htm](http://www.srs.gov/general/busiops/srr-procurement/docs_forms.htm), and provide a copy to the STR.

##### **A. HAULING AND DUMPING OPERATIONS**

SUBCONTRACTOR shall ensure that all dumping operations including dump truck vehicle configurations for specific loads meets the requirements set forth in Attachment I, SRS Haulage and Dumping Vehicles, General Safety Requirements.

##### **B. CRANE OPERATOR CERTIFICATION**

All construction crane operators designated to perform crane operations at the Savannah River Site shall be certified by the National Commission for the Certification of Crane Operators (CCO). All construction crane operators will be required to provide evidence of meeting CCO certification requirements including:

- (1) Possession of either a current medical certificate as defined by the ASME B30.5 mobile crane standard, or a Department of Transportation (DOT) Medical Examiner’s certification; and
- (2) Original copy of a CCO certification card including applicable classifications of crane operations.

More information concerning the CCO certification Program can be found at <http://www.nccco.org>, or telephone (703) 560-2391.

### C. PROXIMITY TESTERS

Proximity testers for electrical circuits are designed to test for presence of voltage, under certain conditions, and on specific operating systems. There are a number of these testers commercially available in the marketplace. Each tester is made to individual specifications and has its own limitations. Some of those limitations are significant. Using the tester outside the specified applications voids all responsibility of the manufacturer and places it on the user. Each individual model of these types of testers has their limitations, along with their specified use ranges listed on the packaging, or in the user manual/instructions. It is very easy to forget those limitations during day- to-day work activities.

There is only one "Approved" tester for testing for the absence of voltage, 600 volts and below. The TEGAM Model 110A is that tester. No other tester is approved for that function at SRS for Construction-Managed Subcontractors. NO proximity testers are approved for the purpose of testing for absence of voltage at 600 volts and below.

### **ES&HP-5 FIRST AID FACILITIES**

SUBCONTRACTOR must arrange for its own first-aid treatment. However, where CONTRACTOR or the GOVERNMENT have first-aid facilities at the Jobsite, they will make available their first-aid facilities for the treatment of employees of SUBCONTRACTOR for life threatening injuries or illness while engaged in the performance of the Work under this Subcontract.

If first-aid facilities and/or services are made available to SUBCONTRACTOR's employees then, in consideration for the use of such facilities and the receipt of such services, SUBCONTRACTOR hereby agrees:

- (a) To release, defend, indemnify and hold harmless CONTRACTOR the GOVERNMENT and their authorized representatives, successors, or assigns, and all of their officers and employees from and against any and all claims, demands, liabilities, including attorney's fees, arising from the receipt of such services or the use of such facilities by SUBCONTRACTOR's employees, except for claims and demands arising out of the sole active negligence of CONTRACTOR, the GOVERNMENT or any of their representatives.
- (b) Upon receipt of any notice from CONTRACTOR or the GOVERNMENT of any such claim, demand or liability being pursued against CONTRACTOR or the GOVERNMENT, to not only undertake the defense of such claim, demand, or liability, but also upon entry of judgment, to make any and all payments necessary thereunder, and
- (c) That in the event any of SUBCONTRACTOR's employees require off-site medical services, including transportation thereto, SUBCONTRACTOR shall promptly pay for such services directly to the providers thereof.

### **ES&HP-6 ENVIRONMENTAL REQUIREMENTS**

#### A. WASTE DISPOSAL

SUBCONTRACTOR shall comply with all Federal, State, Local and Site laws, policies, and regulations in regards to waste generation, storage, transportation, and disposal.

SUBCONTRACTOR shall manage its work activities in a manner that minimizes the generation of waste.

SUBCONTRACTOR shall be cognizant and responsible for all wastes generated. SUBCONTRACTOR shall be responsible to identify materials as being a waste (i.e., materials that are to be discarded, abandoned or rejected). After SUBCONTRACTOR reviews each waste stream (type), CONTRACTOR and SUBCONTRACTOR shall jointly determine an appropriate waste accumulation area, preferably at or near the point of generation and at a location where spills/releases could not easily migrate to the environment.

Waste shall only be disposed of in locations specified by CONTRACTOR. No waste shall be removed from the Savannah River Site without the express written consent of CONTRACTOR, or as provided in the scope of work.

B. SANITARY SEWAGE

In the event there is disposal of sanitary sewage, SUBCONTRACTOR shall use and execute Attachment "G" "Sanitary Sewage Disposal Record" to document proper disposal.

C. INERT WASTE

SUBCONTRACTOR shall be responsible for the accumulation, minimization, segregation, transportation of inert waste as required and on-site disposal of inert waste generated, unless directed otherwise by CONTRACTOR.

Generation of hazardous waste will require characterization by a qualified Generator Certification Officer (GCO).

CONTRACTOR will provide SUBCONTRACTOR with the required documentation, which must accompany the delivery of hazardous waste to appropriate off-site treatment, storage or disposal facilities. CONTRACTOR will require a two working day notice of SUBCONTRACTOR's intent to ship waste offsite. All waste must undergo a radiological screen prior to shipment and meet the facility's waste acceptance criteria.

Hazardous Waste Satellite Accumulation Areas shall be located at or near the point of waste generation. Satellite Accumulation Areas or the waste accumulation container shall be locked if they are not located in direct sight of the responsible attendant.

Hazardous Waste Satellite Accumulation Areas shall be identified as follows:

- Install a visible boundary to define the accumulation area (e.g., chain, tape, ribbon).
- Install a minimum of one (1) 12" x 18" sign with a yellow background and 1" black letters, which is legible from 25 feet away, containing the following information:
  - (i) "Hazardous Waste Satellite Area".
  - (ii) Construction location.
  - (iii) Responsible attendant and contact number.
  - (iv) SUBCONTRACTOR or CONTRACTOR Environmental Engineer and contact number.
- Install a minimum of (1) "No Smoking" sign (for ignitable wastes).
- Install an "Authorized Use Only" sign (for unlocked satellite areas or waste accumulation containers) with 1" black letters and a white background. Sign to be approximately 12" x 18".
- Identify the hazardous waste accumulation containers with a minimum of one (1) label per container legible from ten (10) feet. Approximate label standards are 18" x 24" with a yellow background and 2" black letters. Depending on container size, smaller labels/letters are permissible.
- The assigned Responsible Attendant for the area shall have the appropriate Resource Conservation and Recovery Act (RCRA) training.

Spent fluorescent light bulbs are to be managed as "Universal Waste" per 40 CFR 273 or transferred to the N-Area Hazardous Waste Staging Area (Building 717-12N) in Central Shops at the end of the work shift for consolidation and recycling.

Handling, storage and disposal of fluorescent light ballast, small capacitors and other equipment containing PCBs shall be in compliance with the Toxic Substance Control Act Regulatory requirements. Non-radioactive material containing PCBs shall be transferred to the N Area PCB Storage Facility (Building 741-1N) in Central Shops within 30 days of the date marked on the drum. SUBCONTRACTOR should note that each individual ballast must undergo a radiological survey (smear) and cleared by Radiological Controls prior to shipping. Contact the STR for specific guidance.



If mixed waste is encountered, contact the STR for coordination and disposal with Operations.

#### D. SPILL RESPONSE AND REPORTING

SUBCONTRACTOR shall be responsible for developing and maintaining spill prevention control and countermeasures for chemicals and petroleum products used and stored on the work site. The following Best Management Practices shall be used.

1. Establish secondary containment, diversionary structures, or equipment to prevent the products from contaminating the environment should a spill or leaks occur.
2. Locate storage facilities away from low-lying areas such as ditches, streams, and storm sewers.
3. Maintain nearby spill control equipment, i.e., spill kit.
4. Effectively containerize and label all products.

SUBCONTRACTOR shall provide immediate notification to the STR of any spilling, leaking, pumping, pouring, discharging, emitting or dumping of materials into or on any land, water, or air. SUBCONTRACTOR shall also report any other incident relative to material/waste handling, storage, transportation, or disposal and shall take immediate and appropriate steps to protect human health and the environment.

SUBCONTRACTOR shall not release any wastewater (for example: water from washing out concrete trucks) on the Savannah River Site without written approval from CONTRACTOR.

SUBCONTRACTOR shall be liable for all costs associated with or resulting from such releases, including without limitation, clean-up costs.

#### E. AIR QUALITY

The Savannah River Site is a major source facility with a Title V Operating Air Permit. Any internal combustion engine (ICE) brought onto SRS by a contractor/vendor must be appropriately permitted by the South Carolina Department of Health and Environmental quality (SCDHEC) Bureau Air Quality Control (BAQC) with either a construction permit or have a written exemption approval from the BAQC. ICEs include, but are not limited to, engines fueled by gasoline, diesel, natural gas, and liquefied propane gas. These engines are commonly utilized to power pumps, air compressors, generators, light sets, welders, etc. ICEs must also be operated and maintained in accordance with current Environmental Protection Agency (EPA) and SCDHEC Air Quality Regulations (e.g. 40 CFR 60 Subparts IIII, JJJJ and 40 CFR Part 63 Subpart ZZZZ Reciprocating Internal Combustion Engines (RICE)). The contractor/vendor should contact the BAQC at (803) 898-4123 or (803) 896-8940 for guidance or assistance with the South Carolina air regulations and permitting process. The contractor/vendor will ensure any ICE is operated in accordance with permit or exemption approval and will maintain all required records and documentation. The contractor/vendor will provide copies of the required records and documentation including permits or exemption approvals, to SRS to ensure they are maintained at the site for the required time duration.

Refrigerant Recovery - The federal Clean Air Act Amendments of 1990 prohibit the venting of certain chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) to the atmosphere from refrigeration cooling and air conditioning units. All refrigerants shall be recovered.

#### F. ASBESTOS

All demolition/renovation work at the Savannah River Site involving asbestos must be permitted with CONTRACTOR's Asbestos Coordinator prior to starting work. SUBCONTRACTOR shall submit the following information, if applicable to the Subcontract:

1. A copy of SCDHEC CONTRACTOR ABATEMENT company license.
2. A copy of certificates (from SCDHEC) of personnel performing abatement activities (SUPERVISOR OR WORKER).

3. A copy of MEDICAL RECORDS (last physical date) on personnel performing abatement activities.
4. A copy of RESPIRATOR FIT TEST (last date of respirator fit test).
5. A copy of SCDHEC letter of authorization to perform abatement activity at SRS.
6. A copy of JOB PLAN/SCOPE OF WORK on abatement activity.
7. A copy of SUBCONTRACTOR BUILDING INSPECTOR ACCREDITATION CERTIFICATE and inspection report.
8. A copy of SUBCONTRACTOR PROJECT DESIGNER ACCREDITATION CERTIFICATE and designer report.

Asbestos shall be disposed of in containers provided at the N Area Central Shops Insulation Facility, 717-10N, unless otherwise specified in the Subcontract. The plastic bags used for asbestos disposal shall be clear.

All demolition work performed at the Savannah River Site, on any building or facility, whether or not it contains asbestos, shall be reported to SCDHEC on a Notification of Demolition and Renovation form.

The use of polychlorinated biphenyls (PCBs) or asbestos is prohibited unless specified or approved in writing by CONTRACTOR.

G. EROSION AND SEDIMENT CONTROL

SUBCONTRACTOR involved in activities, which disturb surface soils, shall submit a Sediment and Erosion Control plan to CONTRACTOR for review and approval. The plan is intended to provide guidance according to the South Carolina Storm water and Sediment Reduction Regulation (SC 72-300). All Land disturbances less than 1/2 acre requires CONTRACTOR review and State approval.

H. REGULATORY REPORTING

SUBCONTRACTOR shall be required to prepare and submit data to CONTRACTOR for input to any required regulatory reports, including but not limited to, the SCDHEC Quarterly Hazardous Waste Report, Environmental Protection Agency (EPA) Annual Tier II Chemical Inventory Report and the EPA Annual Toxic Release Inventory Report. CONTRACTOR will provide forms for SUBCONTRACTOR's use. (Attachment "H" – "SRS Chemical Usage Report".)