

LAWRENCE LIVERMORE NATIONAL LABORATORY

MPO WORK ON LLNS CONTROLLED PREMISES

If the Contractor's performance involves any visits to or work at the LLNL, LLNL Site 300, or other LLNS-controlled premises, the following provisions shall apply:

1. Site Access and Security Requirements

The Contractor personnel shall comply with all LLNS site access and security requirements, and submit to vehicle searches as directed. All Contractor personnel requiring unescorted access to property protection areas will be issued a security access badge. Contractor personnel working in limited areas and not possessing a security clearance will be required to work under escort.

2. Environment, Safety, and Health

The Contractor personnel shall, in performance of any work at LLNS-controlled sites, comply with all applicable site environment, safety, and health (ES&H) requirements, including the LLNL Facility Safety Plan (FSP) and ES&H Safety Manual and any Operational Safety Plans (OSPs) provisions identified in this Memorandum Purchase Order (MPO), and shall take all reasonable precautions to protect the health and safety of employees and members of the public and to minimize danger from all hazards to persons, property, and the environment.

The Contractor personnel shall immediately report to LLNS any occupational injury, illness, or release of hazardous material into the environment, associated with performance under this MPO. In addition, the Contractor personnel shall cooperate with LLNS to provide all required written reports of the incident.

The Contractor personnel shall also assist LLNS and the Department of Energy (DOE), as necessary, in complying with ES&H requirements of all applicable laws and regulations and LLNS or DOE directives, and cooperating with federal and non-federal agencies having jurisdiction over ES&H matters.

3. Vehicle Operation

Contractor personnel operating any vehicle on LLNS-controlled sites are required to possess a valid driver's license issued by the State of California or other state, if appropriate. In addition, all vehicles shall be operated in a safe manner, in accordance with the California Motor Vehicle Code, and in compliance with the posted traffic regulations, including parking restrictions. Failure to comply with these requirements may result in revocation of the on-site driving privileges of the offending Contractor personnel.

4. Site 300 Valley Fever Health Hazard
(Applicable if any work or activities are at LLNL Site 300.)

a. Representations

The Contractor represents it is aware the LLNL Site 300 area is located in San Joaquin County which has dirt and dust which contain spores that cause Coccidioidomycosis (sometimes called "Valley Fever"), a disease that is endemic throughout the county, including Site 300. The Contractor also represents appropriate precautionary measures will be taken by the Contractor, including its lower-tier subcontractors, to protect the health of employees, other workers, including LLNS employees, or other individuals or personnel who may be involved with the Contractor's work or services at Site 300 under this MPO. Information on the disease and certain precautionary measures is available from the American Lung Association.

b. Required Training

All Contractor employees, lower-tier subcontractor personnel, consultants, and agents who will perform work at Site 300 shall complete LLNL course HS-0096W, a web-based training course on Valley Fever or its equivalent, prior to commencement of any on-site work performed at Site 300 under this MPO.

c. Indemnification

The Contractor agrees to indemnify and hold harmless LLNS and the U.S. Government from any or all claims and expenses, including reasonable legal fees, arising from personal injury, including death, which may be asserted against LLNS or the U.S. Government by the employees of the Contractor or its lower-tier subcontractors or other individuals exposed or alleged to have been exposed to the spores that cause Coccidioidomycosis as a result of MPO activities, provided the Contractor is given written notice of any involved claim instituted against LLNS or the U.S. Government.

d. Insurance

The Contractor agrees to maintain such general liability, employer's liability, and workers' compensation insurance as will protect LLNS and the U.S. Government from the risks enumerated above and from any and all claims under any Workers' Compensation Acts, Occupational Disease Acts, and similar state and federal statutes enacted for the benefit of employees. Each such policy must contain a provision waiving any right of subrogation against LLNS and the U.S. Government which may arise by reason of any payment under the policy.

(END OF PROVISIONS)