

LAWRENCE LIVERMORE NATIONAL LABORATORY

SITE SERVICES REQUIREMENTS

Except as otherwise stated herein, the following clauses shall apply to any work and other activities performed by the Subcontractor or its lower-tier subcontractors under this Subcontract at any U.S. Government location managed or operated by Lawrence Livermore National Security, LLC (also referred to herein as "LLNS"), including the Lawrence Livermore National Laboratory (hereinafter "LLNL") and its Site 300, or at any other location except Subcontractor or lower-tier subcontractor facilities. As used herein, the term "Subcontractor" shall also mean "Seller" and the term "Subcontract" shall also mean "Agreement" or "Purchase Order."

A. Liens

1. The Subcontractor agrees, at any time upon the request of LLNS, it will submit a sworn statement setting forth the services performed or goods furnished by its lower-tier subcontractors and suppliers, and the amount due and to become due to each, and before the final payment called for hereunder, it will, if requested, submit to LLNS a complete set of vouchers showing what payments have been made for goods and labor used in connection with the work called for hereunder.
2. The Subcontractor shall promptly notify LLNS, in writing, of any such claims, demands, causes of action, or suits brought to its attention. The Subcontractor shall forward with such notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, or suits and, at the request of LLNS, shall do all things and execute and deliver all appropriate documents and assignments in favor of LLNS or the U.S. Government of all Subcontractors' rights and claims growing out of such asserted claims as will enable LLNS and the U.S. Government to protect their respective interests by litigation or otherwise.
3. The final payment shall not be made until the Subcontractor, if required, shall deliver to LLNS a complete release of all liens arising out of this Subcontract, or receipts in full in lieu thereof, as LLNS may require, and if required in either case, an affidavit as far as it has knowledge or information, the receipts include all the labor and goods for which a lien could be filed; but Subcontractor may, if any lower-tier subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to LLNS to indemnify it against any claim by lien or other means. If any lien or claim remains unsatisfied after all payments are made, the Subcontractor shall refund to LLNS all money that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

B. Clean Up

The Subcontractor shall, at all times, keep the premises and adjoining premises where the work is performed free from accumulations of waste material or rubbish caused by its employees or work of any of its lower-tier subcontractors; and at the completion of the work, the Subcontractor shall remove all rubbish from and about the building and all of its and its

lower-tier subcontractor's tools, scaffolding, and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified. In cases of a dispute between the Subcontractor and its lower-tier subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of rubbish, or, in case the same is not promptly removed as herein required, LLNS may remove the rubbish and charge the cost to the Subcontractor.

C. Employees

The Subcontractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to the person and shall devote only its best qualified personnel to work under this Subcontract. Should LLNS deem anyone employed on the work incompetent or unfit for duty and so inform the Subcontractor, the Subcontractor shall remove such person from work under this Subcontract and that person shall not be reassigned to work under this Subcontract without written permission of LLNS.

D. Indemnification

The Subcontractor shall defend, indemnify and hold harmless Lawrence Livermore National Security, LLC and its members and affiliates and the U.S. Government, their officers, employees and agents from and against all losses and expenses (including costs of attorney's fees), damages and liabilities of any kind resulting from or arising out of this Subcontract and/or the Subcontractor's performance hereunder (including but not limited to injury or death of any person or damage or loss of any property), provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of the Subcontractor, its officers, employees, agents, lower-tier subcontractors, or anyone directly or indirectly employed by them, or any person or persons under the Subcontractor's direction and control. The Subcontractor specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute.

E. Insurance

The Subcontractor shall maintain insurance for its protection and for the protection of LLNS and the U.S. Government from public liability and workers' compensation claims at all times during the performance of this Subcontract. If requested, the Subcontractor shall supply the LLNS Contract Administrator named in the Subcontract with certificate(s) of insurance for policies maintained hereunder and shall obtain satisfactory evidence of lower-tier subcontractors' compliance with these requirements. The types and limits of coverage for such insurance shall be obtained from insurance companies satisfactory to LLNS, and shall be consistent with generally accepted business practices or as may be stipulated elsewhere in this Subcontract. Any such insurance shall be primary to any insurance carried by LLNS or the U.S. Government.

F. Environment, Safety, and Health

1. In performing work under this Subcontract, the Subcontractor 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 Subcontractor shall exercise a degree of care commensurate with the work and the

associated hazards. The Subcontractor shall ensure management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution process.

2. The Subcontractor shall comply with, and assist LLNS in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in this Subcontract. The Subcontractor shall cooperate with LLNS, federal and non-federal agencies having jurisdiction over ES&H matters under this Subcontract.
3. The Subcontractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the Subcontractor fails to provide resolution or if, at any time, the 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, LLNS may issue an order stopping work in whole or in part. Any stop work order issued by LLNS under this clause shall be without prejudice to any other legal or contractual rights of LLNS or U.S. Government. In the event that LLNS issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of LLNS. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
4. The Subcontractor is responsible for its employees' compliance with the ES&H requirements applicable to this Subcontract, as well as any of its lower-tier subcontractors performing under this Subcontract.
5. The Subcontractor shall immediately report to LLNS any [release of hazardous material into the environment](#) associated with performance under this Subcontract. In addition, the Subcontractor shall cooperate with LLNS and provide a written report of the incident.

G. Security – On-Site Personnel

1. The Subcontractor, lower-tier subcontractors, and their personnel must comply with all applicable U.S. Government and LLNS site access and security requirements.
2. All Subcontractor and lower-tier subcontractor personnel visiting the site or performing on-site work must possess a security access authorization badge appropriate for the work area.
3. To be allowed unescorted access to any "Limited," "Exclusion," or "Protected" security areas, or access to any classified information, (1) the Subcontractor and lower-tier subcontractors, as applicable, must possess a DOE foreign ownership, control, and influence (FOCI) certification, and (2) their personnel must possess a security access authorization badge appropriate for the access level.

H. Vehicle Operation

Subcontractor 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 of LLNS, including parking restrictions. Failure to comply with these requirements may result in LLNS revoking the on-site driving privileges of the offending Subcontractor personnel.

I. Site 300 Valley Fever Health Hazard

(Applicable if any work or activities are at LLNL Site 300.)

1. Representations. The Subcontractor 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 Subcontractor further represents appropriate precautionary measures will be taken by the Subcontractor, 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 Subcontractor's work or services at Site 300 under this Subcontract. (Information on the disease and certain precautionary measures is available from the American Lung Association.)
2. Required Training. All Subcontractor employees, lower-tier subcontractor personnel, consultants, and/or 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 Subcontract.
3. Indemnification. The Subcontractor 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 Subcontractor 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 Subcontract activities, provided the Subcontractor is given written notice of any involved claim instituted against LLNS or the U.S. Government. The Subcontractor specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute.

4. Insurance. The Subcontractor 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/or 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 CLAUSES)