

PART I-SECTION D-ENVIRONMENT, HEALTH, SAFETY, & FIRE PROTECTION (EH&S)

Paragraphs or sections with / / are applicable if marked /X/

JEFFERSON LAB'S EH&S POLICY

- Jefferson Lab is committed to being a safe and healthful research laboratory.
- Jefferson Lab is committed to preserving the natural environment and conducting our operations without adverse impact on the surrounding community.
- These commitments include adherence to applicable laws, regulations, and standards.
- Safety, health, and environmental protection considerations are intrinsic to all work at Jefferson Lab and are essential to Jefferson Lab's overall scientific progress, productivity, and cost effectiveness. Thus, each individual must establish knowledge and control of the hazards and consequences of all work for which he or she is responsible. In addition, everyone has the right and responsibility to remedy or to report--without fear of reprisal--any practice, situation, or action that endangers people or the environment. These tenets are key ingredients of acceptable individual behavior and responsible management at Jefferson Lab.
- No activity is so urgent or important that our standards for safety, health, or environmental protection may be compromised.

I. General Requirements

- A. **Expectations for Safe Conduct of Work** - In keeping with the above policy, all prospective subcontractors of SURA/ Jefferson Lab are hereby advised that work performed on site shall be subject to active oversight and enforcement of applicable federal, state, and local laws pertaining to environmental impact and occupational health and safety regulations. In addition, relevant codes and standards apply to selection, fabrication, installation, and use of materials and equipment at Jefferson Lab.
- B. **General Precautions** - The Subcontractor shall take all reasonable precautions in the performance of the work under this subcontract to protect safety and health of employees and of members of the public. During construction, all operations and personnel shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of SURA and the Government.
- C. **Stop-Work Actions and Interventions** - The Subcontractor shall accept and respond immediately to directions from the SOTR to cease unsafe acts or conditions, remove defective equipment from the site, and to conform to safety policies and practices specific to Jefferson Lab and/or the project. In the event that the Subcontractor fails to comply with applicable regulations or requirements, SURA may, without prejudice to any other legal or contractual rights, 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 SURA. There will be no recourse by the Subcontractor for compensation due to time lost, claims for time extensions, or for excess costs or damages resulting from these Stop-Work actions. The Subcontractor shall invoke stop-work actions for imminently dangerous conditions or actions associated with all lower tier subcontractors on this project. The SOTR shall be informed immediately of such actions and shall authorize re-start of the activity in question only after suitable corrective measures are in place.

II. Requirements for Site Access

- A. **Access Restrictions** - Access to experimental and certain technical work areas of Jefferson Lab is restricted to personnel who have completed requisite EH&S training and/or orientation, or who have qualified continuous escort. Subcontractors shall comply with all site access restrictions, including temporary postings for special hazards and access control measures.

// Subcontractor access for performance of work under this subcontract is limited to _____ only.

B. **EH&S Training Requirements**

1. The training courses checked below are required for **all** Subcontractor personnel working at Jefferson Lab on this project.

	<u>Course</u>	<u>Course Number</u>	<u>Approx. Duration</u>
/ /	EH&S Orientation	SAF 100	2 hours
/ /	General Employee Radiological Training – GERT (see note 1 below)	SAF 800	2 hours
/ /	Oxygen Deficiency Hazards – ODH (see note 2. below)	SAF 103	2 hours
/ /	Radiation Worker 1 & 2 (see note 1. below)	SAF 801	8 hours
/ /	Jefferson Lab Lock and Tag Procedures	SAF 104	2 hours
/ /	Fire Safety	SAF 107	1.5 hours

Note 1: General Employee Radiological Training informs the employee of basic radiation protection concepts and the Radiological Control Program established at SURA/Jefferson Lab. It is required for subcontractors working anywhere on site, but it is not sufficient for work in radiologically-controlled areas. Radiation Worker Training is mandatory for employees acquiring TLD badges for work in radiologically-controlled areas. When a radiation source is operating, signals will be activated warning all personnel to stay out of the area.

GERT and Radiation Worker Training are valid for two years. Refresher training may be required for subcontractors if the time interval between initial training and subsequent work is in excess of one year. The refresher training is approximately two hours and will be scheduled by the Subcontracting Officer prior to the commencement of work.

Note 2: Potential oxygen deficiency hazards exist in various facilities on site. When ODH potential exists, employees working in any affected areas shall work in pairs, with one worker in each pair carrying a SURA-furnished oxygen detector. Members of working pairs shall work within 15 feet of each other.

2. **Access Escort in Lieu of Training:** As a temporary measure for deliveries or other short-duration access, and with the authorization of the SOTR, the Subcontractor may provide continuous escort for personnel who have not completed the requisite EH&S training. The escort shall have current training for the areas to be entered. Escorted personnel shall not perform tasks or use equipment for which Jefferson Lab training is required, and they shall remain in sight of the escort at all times.

III. EH&S Performance Criteria

A. Regulations and Other Requirements - During performance, all Subcontractor operations and personnel shall comply with all applicable environmental, safety, and health regulations of SURA and the Government in effect on the date of award of this subcontract, or upon the effective date of new or revised federal, state, or local regulations. These include without limitation:

1. The Department of Labor's regulations as contained in Occupational Safety and Health Standards for Construction, 29 CFR 1926; Occupational Safety and Health Standards for General Industry, 29 CFR 1910; and in Record Keeping Guidelines for Occupational Injuries and Illnesses, 29 CFR 1904.
2. The SURA/Jefferson Lab *EH&S Manual*. Official copies of these documents are available at several locations throughout the site, and they are accessible electronically through Jefferson Lab's www homepage at <http://www.jlab.org/>
3. Codes and Standards of the National Fire Protection Association.
4. The Virginia Erosion and Sediment Control Handbook. (Copies may be obtained from the State of Virginia Soil and Water Conservation Division in Richmond at (804) 786-2064).

B. Requirement Revisions, Overlap, and Applicability - The Subcontractor is responsible for maintaining current copies of these publications and ensuring that all changes in these publications are noted and adhered to. In the event of conflicts between any of the cited publications, the more stringent shall govern.

IV. Subcontractor's Written Safety Documents

A. Safety Program

- // **Option 1** The subcontractor *need not* submit their Safety Program but shall comply with all applicable Environment, Health, and Safety regulations and requirements (including reporting requirements) of SURA and DOE while performing work under this subcontract. This includes, but is not limited to, the Jefferson Lab *EH&S Manual*.
- // **Option 2** The Subcontractor shall submit to the Subcontracting Officer for approval, the Subcontractor's written Safety Program encompassing all pertinent aspects of construction and industrial safety, environmental protection, health protection, and fire prevention/protection. The program is to encompass the work of any and all lower tier subcontractors involved in activities under this Subcontract.
1. The Subcontractor's safety program shall include the following, as required and applicable, but shall not be limited to:
 - a) A statement of management's safety policy.
 - b) The name, title, and qualifications of the company official, knowledgeable in the aforementioned safety standards and regulations, who will administer and execute the safety program at the work site with a full description of the duties and responsibilities of the designated official.
 - c) The procedure for regular safety inspections to be conducted by the designated company official including the manner in which records will be maintained and corrective actions will be taken.

- / / d) The schedule of regular safety meetings to be held with employees to emphasize project safety and fire protection including the manner in which the records of meetings will be maintained. A specific topic for the next scheduled safety meeting may be mandated by the SOTR as a response to observed deficiencies in the project.
 - / / e) The Subcontractor's program for ensuring adequate ventilation and air quality in work areas, including testing and monitoring of conditions. The Subcontractor shall furnish, install, and maintain temporary ventilation equipment as may be required to maintain acceptable air quality in work and adjacent occupied areas.
 - f) The mechanism by which the Subcontractor shall have available at all times information concerning the names and characteristics of all hazardous materials that the Subcontractor may introduce to the site. This shall include the procedure for notifying the Subcontracting Officer prior to any introduction of these materials to the site.
 - g) Provisions for adequate first aid care and supplies and a list of any employees available at the site who are trained in administering first aid. The Subcontractor shall also include company procedures for seeking medical treatment for occupational injuries and the location of designated treatment facilities for this project.
 - h) The specific measures for fire prevention and fire protection, such as handling flammable liquids, compressed gases, material storage, clean up of combustible debris and a final tour of the facility by a responsible employee of the Subcontractor to insure that no evidence of combustion remains undetected at the end of the work shift. When work is performed in existing or occupied buildings, or where the SOTR deems there is a risk to personnel or DOE or SURA property, the Subcontractor shall use Jefferson Lab's Fire Hazard Permit system. **The subcontractor shall obtain a written permit from the SOTR (or designee) prior to any welding, cutting, grinding, or open flame activities and shall adhere to its provisions and limitations.**
 - i) The Subcontractor's procedures for providing temporary lighting, heating, and electric power in the work areas. Temporary electrical service and lighting shall be installed in accordance with NEC and OSHA criteria.
 - j) The Subcontractor's system for identifying and locking out of energized equipment and other forms of hazardous energy, and the appropriate interface procedure to be followed with other subcontractors when working with or near such equipment. The SOTR may require the use of group lockout to protect Jefferson Lab personnel. In such situations, the SOTR shall serve as the group lockout coordinator.
 - k) Subcontractor's practices for selection and use of personal protective equipment appropriate for this project.
- / / 2. **100% Eye and Head Protection:** All construction workers and other personnel in any operational area of the construction job site shall wear at all times approved-type eye and head protection that complies with applicable ANSI Standards. An operational area is defined as any area where physical work is performed on site in connection with performance of the construction subcontract. The type of protective eyewear shall be selected as appropriate for the hazard.

B. Subcontractor's Activity Hazard Analysis (AHA)

/ / *Not required* for this project

/ / **Previously submitted AHA (Project No. _____) in effect for this project**

/ / *Required* for this project and shall address the following items.

1. **Conventional Hazards:** The Subcontractor shall provide a written analysis of the safety and environmental hazards expected on the project which are common to all phases of work and the types of safety equipment and/or procedures to be used in facing those hazards. The Subcontractor's Safety Program may be referenced wherever it adequately addresses these aspects of the project and when it has been furnished to SURA in accordance with Section IV A. above.
2. **Special Hazards:** The Subcontractor shall also provide an analysis of the special hazards that may be expected during the course of the project. These include, but are not limited to the following activities:
 - Work at heights >6 feet (or roofing work >16 ft) from ground level (See ¶ 3. below.)
 - Modifications to or installation of pressure vessels
 - Fire hazard ("hot") work
 - Work on energized electrical equipment
 - Use of powder-actuated fastening systems
 - Use of chemicals in a quantity or manner such that MSDS or other manufacturer information recommends use of special
 - Use of motorized cranes, earth-moving or other motorized industrial equipment
 - Use of flammable or toxic materials inside buildings
 - Confined-space entry
 - Excavations ≥ 5 feet in depth (See ¶ 3. Below.)
 - Demolition of load-bearing walls
 - On-site handling and storage of lubricants, fuels, and materials that, by virtue of quantity and composition, are

ventilation and/or respiratory protection

environmentally harmful

Other activities in occupied buildings that present a risk to personnel, equipment, or property

/ / 3. Special Requirements for Fall Protection and Excavation Activities

- / / a) Engineered systems for excavations (shoring and pre-manufactured shield/box systems) shall be designed by a registered professional engineer, and a copy of the design/approval information shall be included with the Activity Hazard Analysis.
- / / b) Fall protection hazards shall be addressed via a Fall Protection Plan that encompasses all sequential phases of the planned project. The specific fall protection measures may evolve according to the work in progress so long as they meet applicable OSHA standards for the activity underway at any given time. The FPP shall be specific in describing conditions and activities that justify changes in methods of fall-protection during the course of the project.

4. Contents of the Hazard Analysis: The analysis shall identify the activity hazard(s), the appropriate controls to mitigate the risk, and the specific work practices to be followed. The analysis shall also address any special training or certification required, and shall identify by name the competent or qualified person(s) who will be responsible for the safe conduct of the activity.

- C. Time for Submissions -** The Subcontractor's safety documents as herein described shall be submitted to the Subcontracting Officer within seven (7) calendar days after receipt of subcontract award or within such time as the Subcontracting Officer may otherwise approve. Physical work at the construction site shall not be undertaken until the Subcontractor has submitted the required safety documents to the Subcontracting Officer for acceptance.
- D. Oversights and Omissions -** The failure of the Subcontractor or its subcontractor(s) to properly address a recognized hazard does not relieve the Subcontractor from compliance with any of the standards or regulations referenced herein, nor does it make the Subcontractor immune to the provisions of Government regulations and administrative controls as they apply to the Subcontractor's performance at this project.
- E. Pre-Performance Safety Meeting -** The Subcontractor's Safety Representative shall meet with the Subcontracting Officer or SOTR to discuss and develop a mutual understanding concerning the administration of the overall safety program and specific hazard-control measures before physical work at the site is started. The SOTR may also convene subsequent meetings to include lower tier subcontractors prior to the start of their phase of the project.

V. Safety-Related Reports by the Subcontractor

- A.** The Subcontractor shall submit to the Subcontracting Officer original forms of the safety reports as described below. Each report shall be timely, accurate, legible, and complete with respect to all work performed within the scope of this subcontract – including administrative and subcontracted work. All reports are to be of professional quality and are due promptly on or before the designated date. Failure to comply for any reason shall be considered just cause either for issuance of an order to stop all or any part of the work covered by this subcontract and/or the retention of funds in payment for such work. Time lost due to any stop work order shall not be made a subject of claims for time extensions or for additional costs or damages by this Subcontractor.
- F. Accident Reports, Form No. 5200-T1, 1 Copy**
 - 1.** Investigation and information described on the "Incident Investigation Worksheet" are required no later than 48 hours following:
 - a) All personal injury accidents that involve medical treatment beyond first aid and/or resulting in and filing of a claim to the Virginia Worker's Compensation Commission;
 - b) All fires or property/equipment-damage incidents that appear to have replacement, repair, or cleanup costs \geq \$1,000
 - c) All chemical spills which may contaminate groundwater, surface water, or may enter sewerage or storm-water systems
 - d) All accidents involving Government-owned or leased motor vehicles with estimated damages \geq \$500
 - 2.** Telephone notice to the SOTR is required within one hour, if possible, but in no event later than the end of the work shift on which the incident occurred.
 - 3.** The Subcontractor shall provide to the SOTR updated information at least weekly concerning the lost or restricted workdays status of any Subcontractor employee injured at Jefferson Lab. These updates shall continue until the attending physician has cleared the employee for resumption of unrestricted work.

C. "Tabulation of On-Site Work Hours", Form No., PD Form 29, 1 Copy - This report is due from Subcontractor 5 days following each quarter.

D. Others:

VI. Program Compliance

- A. The ultimate responsibility for compliance with the regulations and requirements referenced herein rests with the Subcontractor. It is the Subcontractor's responsibility to provide a safe and healthful place for carrying out the work on this subcontract.
- B. The SOTR and designated SURA staff will monitor all Subcontractor operations for compliance with the safety regulations referenced herein and shall exercise the provisions of Government regulations relating to safety and health. The subcontractor or lower tier subcontractors are subject to periodic scheduled and unscheduled review by the SOTR and/or Jefferson Lab EH&S professionals during the course of subcontract to ensure compliance with applicable codes and regulations. Failure of the Subcontractor or its subcontractors to comply with the referenced safety regulations contained herein will be considered a subcontract violation and will result in the following action(s):
 - 1. For serious violations, which pose an immediate risk to life or property, an order will be issued to stop immediately part or all of the Subcontractor's work until compliance is achieved.
 - 2. For all other violations, the Subcontracting Officer or SOTR may issue a written notice to the Subcontractor, stating the violation and the corrective action required. If the Subcontractor does not correct the violation within a stated abatement period, the following actions may be initiated:
 - a) Subcontract retainage may be withheld until the deficiency is corrected.
 - b) An order may be issued to stop part or all the Subcontractor's work until the deficiency is corrected.
 - c) The Subcontracting Officer may make the necessary arrangements to correct the violation and the cost thereof will be charged to the Subcontractor. Costs of such corrections may be retained and deducted from the final payment amount otherwise due the Subcontractor.
- C. There will be no recourse by the Subcontractor for compensation due to lost time, claims for time extensions, or for excess costs or damages resulting from the initiation of these actions.

VII. EH&S Enforcement Penalties and Incentives

- / / The Safety Enforcement and Incentive clause is *not* applicable to this solicitation.
- /X/ The Safety Enforcement and Incentive clause is applicable to this solicitation as follows:

A. **Enforcement Policy** - In addition to the other safety provisions of this Subcontract, a strict enforcement policy shall be implemented to obtain compliance with those safety provisions and reduce the frequency of safety violations and accidents. The determinations regarding assessment of the fines and entitlement to incentive payments will be made unilaterally by SURA and are not subject to the Disputes clause.

/X/B. **Fines for Violations** - The following list of violations and monetary penalties will be assessed to the Subcontractor when these violations are found:

	<u>Violation</u>	<u>Penalty per Violation</u>
1.	To Be Determined	

C. **Assessment of Fines** - When a violation is noted a determination will be made as to whether a fine will be assessed immediately, or whether an abatement period will be specified for corrective action before the appropriate fine will be assessed. Fines may be assessed immediately when a violation is noted that is considered a serious threat to personal injury, property damage or loss of life. Additionally, fines may be assessed immediately when a violation is a repeat of similar previously noted violations. The Subcontracting Officer, SOTR, or their authorized representatives can assess fines.

D. **Payment of Fines** - These fines will be assessed to the Subcontractor by deductions on the monthly invoices regardless of whether the violations were directly caused by the Subcontractor or were caused by a lower tier subcontractor. The essence of this clause shall be included in all lower tier subcontracts.

- E. **Amount of Work Activity and Fines** - Fines for violations may be assessed during all months when work is performed on site, regardless of the value of work that is performed during that monthly period.
- F. **Correction of Violations** - Assessment of fines for any violation does not relieve the Subcontractor from its responsibility for correcting the violation in a time period that is consistent with the seriousness of the violation.
- / / G. **Calculation of Incentive Payment** - In the event no safety violation fines are assessed during any month or 30-day pay period when the value of work performed (not including material stored on site) is \$_____ or more, the Subcontractor's invoice and subcontract value will be increased by \$_____. The following incentives will be paid in the event safety violation fines are assessed:
 Due to a threat of permanent disability, loss of life or significant property damage – **No Incentive**
 On any one day during the 30-day pay period - \$_____
 On any two days during the 30-day pay period - \$_____
 On any three days or more during the 30-day pay period – **No Incentive**
- H. **Jobsite Posting of Fineable Violations** - The Subcontractor shall post a 4' x 6' sign listing these safety violations and associated fines at the work site in a prominent location.

VIII. Conditions Affecting the Work/Other Subcontracts

- A. **Work Area Boundaries** - The limits of the construction work area are shown on the site plan. The subcontractor shall keep all work activities within the limits of this area.
- B. **Joint-Occupancy** - The work under this subcontract may be accomplished under joint occupancy. Joint occupancy consists of the common use of the area by the Subcontractor, SURA and other SURA subcontractors. In the event of a dispute between the Subcontractor and other SURA subcontractors regarding the priority of the use of the area, the decision of the Subcontracting Officer shall govern. The Subcontractor shall provide access to each jointly occupied area. Joint occupancy does not constitute possession or acceptance by the Subcontracting Officer. No additional compensation will be made for actions resulting from this required cooperation. The Subcontractor may be required to relocate stored materials and/or equipment in jointly occupied areas upon request by the Subcontracting Officer at no additional cost to SURA. The subcontractor is required to submit a detailed plan for each work area, identifying equipment type and location, material storage, rigging methods, and erection procedures.
- / / C. **Air Quality and Noise Control** - If work is required in an enclosed space, the Subcontractor shall ensure proper air quality and noise control. During any operation that produces airborne contaminants, the Subcontractor shall provide sufficient temporary ventilation to prevent the accumulation of contaminants in the project area and their infiltration into other areas. Wherever internal combustion engines or carbon monoxide producing machines are used within enclosed spaces, positive engineering controls, such as powered ventilation and direct venting of equipment exhaust must be used. Additionally, construction noise must be minimized and kept to that level normally expected for the type of construction work that is being accomplished.

- / / IX. **Project Information and Safety Signs** - The Subcontractor shall, within 10 calendar days after NTP, furnish and install a construction sign and a safety sign near the project, in locations approved by the SOTR. As a minimum, each sign shall be 4 ft by 6 ft in size and provide the information shown on the Attachments to the Solicitation entitled "Example Construction Sign" and "Example Safety Sign" respectively.
 / / Subcontractor shall erect a suitable size sign and shall post EH&S and other notices furnished by the Subcontracting Officer.
 / / Subcontractor shall erect a 4' by 6' sign on which shall be displayed the violations and associated fines prescribed by Section VII above.

/ / **Use of Jefferson Lab-Owned Cranes or Other Lifting Equipment**

- A. **Specific Equipment Available for this Project** - Items checked and identified below may be used by the Subcontractor for this project subject to the conditions and requirement of this section:
 / / Crane(s): _____ (Location, description, capacity)
 / / Forklift(s): _____ (Vehicle designation, capacity)
 / / Powered Lift Platform(s): _____ (Vehicle number, working height, capacity)
 / / Other (Specify): _____
- B. **Conditions for Use** - Jefferson Lab-owned cranes and other lifting equipment identified above may be used by the Subcontractor during performance of this Subcontract; however, the Subcontractor shall provide their own rigging equipment. The Sub-

contractor must furnish the operator for the equipment. The Subcontractor operating Jefferson Lab-owned cranes or other lifting equipment must provide proof that their operators meet the operator qualifications of OSHA and ANSI, to include a physician's determination that designated operators are medically qualified. The operators must attend a SURA safety orientation for the applicable crane or lifting equipment (approximately 3.5 hours duration) prior to being authorized to operate any Jefferson Lab-owned cranes or other lifting equipment.

- C. **Availability of Equipment** - SURA has priority use of the cranes and equipment, and the Subcontractor must schedule any planned use of the cranes and equipment with the Subcontracting Officer's Technical Representative. Non-availability of the equipment due to breakdown, maintenance, use by SURA, or for any other reason will not entitle the Subcontractor to a claim against SURA.
- D. **Subcontractor's Assumption of Liability** - While operating the cranes and equipment, the Subcontractor assumes the risk and responsibility for loss or damage to the cranes, other SURA or government property, and the property of third parties.

XI. Smoking-Restricted Workplace - The Thomas Jefferson National Accelerator Facility (Jefferson Lab) is a Smoking-Restricted Workplace. Accordingly, the following smoking policy applies to all SURA/Jefferson Lab facilities, vehicles, staff, users, subcontractors, visitors and guests. Smoking shall only be permitted outdoors. Smoking is also prohibited in the immediate vicinity of the main entrances to CEBAF Center, the VARC building, the Test Lab and the CEBAF Center deck. Smoking shall not be permitted in any SURA or government owned vehicle assigned to SURA/Jefferson Lab, either on or off the laboratory grounds. All tobacco waste products shall be placed in proper receptacles.

XII. Preservation of Individual Occupational Radiation Exposure Records - (This clause is applicable if Subcontractor employees are required to perform work in facilities where potential radiation exposure exists and whenever Jefferson Lab issues radiation dosimeters to Subcontractor staff.)

Individual occupational radiation exposure records generated in the performance of work under this subcontract shall be subject to inspection by DOE and shall be preserved by SURA until disposal is authorized by DOE or at the option of SURA delivered to DOE upon completion or termination of the subcontract. If SURA exercises the foregoing option, title to such records shall rest in DOE upon delivery.

XIII. Concern Reporting Processes

A. Whistleblower Protection for Subcontractor Employees - (This clause is applicable when subcontractor personnel perform work at Government-owned or Contractor-operated facilities)

1. The Subcontractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR part 708.
2. The Subcontractor shall insert or have inserted the substance of this clause, including this paragraph (b), in lower tier subcontracts, at all tiers, with respect to work performed on-site at a DOE-owned or leased facility, as provided for at 10 CFR part 708.

B. Concern Reporting Processes - Subcontractor employees on site are entitled to use any of the means available to communicate concerns about EH&S conditions and practices. Information about concern reporting is available on EH&S bulletin boards throughout the site, and shall be included with Jefferson Lab-provided materials for the jobsite postings for this project. The options for reporting concerns include:

1. Jefferson Lab Concern-Reporting Process
2. DOE Concern Reporting Processes

XIV. Lower Tier Subcontractor Compliance - In all lower tier subcontracts involving performance of work at the site, the Subcontractor shall include the provisions of the above paragraphs. However, such provisions in the subcontracts shall not relieve the Subcontractor of its obligations to assure compliance with the provisions of this clause for all aspects of the work.