

## **EQUAL OPPORTUNITY, OCCUPATION, SAFETY, AND HEALTH**

Contractor and its subcontractors shall strictly comply with Caerus's policies on Equal Opportunity, and Occupational, Safety and Health set forth below.

### 1. Equal Employment Opportunity.

- A. The following laws, statutes, orders, or regulations are incorporated herein by specific reference:
  - (1) The equal opportunity clause prescribed by Executive Order 11246, as amended by Executive Order 11375, as implemented in Title 41 C.F.R., Section 60-1.4.
  - (2) The affirmative action clause prescribed by the Vietnam Era Veterans Readjustment Assistance Act of 1974 and set forth in Title 41 C.F.R., Section 50-250.4 relating to the affirmative action program for disabled veterans and veterans of the Vietnam Era.
  - (3) The minority business enterprise's requirements of Executive Order 11625.
  - (4) The affirmative action clause prescribed by Executive Order 11728 and set forth in Title 41 C.F.R., Section 60-741.4 relating to the affirmative action program for the handicapped.
- B. If Contractor has 50 or more employees and is required under Section 60-1.4 of Title 41 C.F.R. to file employer information report EEO1 (Standard Form 100), Contractor hereby certifies that it has done so, or, if not, agrees that it will file such report in accordance with the applicable instructions and will continue to file such report unless, or until, Contractor is not required by law or regulation to so file.
- C. If Contractor has 50 or more employees and the Agreements for sale are in an amount of \$50,000 or more, Contractor may be required under Section 60-1.40 of Title 41 C.F.R. to develop a written affirmative action compliance program for each of its establishments. If Contractor is so required, it agrees to do so within 120 days from the commencement of a contract and maintain such program until such time as it is no longer required by law or regulation.

### 2. Certification of Non-Segregated Facilities.

- A. Contractor, by entering into this Agreement, certifies that it does not and will not maintain or provide segregated facilities for its employees at any of its offices, plants, or locations, and does not and will not permit its employees to perform Work at any location where segregated facilities are maintained.
- B. Contractor understands and agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used herein, the term "segregated facilities" includes, but is not limited to, waiting rooms, work areas,

rest rooms, wash rooms, dining rooms or other eating areas, time clocks, locker rooms, storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing, and other facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

- C. Contractor further agrees that (except where it has obtained identical certifications from its subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain any such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement  
for Certifications of Non-Segregated Facilities**

A certification of Non-Segregated Facilities, as required by the May 9, 1967, Order (32F.R.7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (*i.e.*, quarterly, semiannually, or annually).

Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S. Code Section 1001.

3. Occupational Safety and Health Act; Safety.
- Contractor shall observe and comply with the Federal Occupational Safety and Health Act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all state occupational safety and health laws and regulations, and Contractor and any subcontractor hereunder shall not allow or require any person employed in the performance of Work under this Agreement to perform such Work in surroundings or under conditions that are detrimental, unsanitary, hazardous, or dangerous to his or her health and safety. This provision shall also be included in any contracts with subcontractors.
  - Contractor shall comply with, and be responsible for the training and enforcement of its own safety procedures.

- Contactor shall be responsible for providing to its and to its Subcontractor's employees with a safe work place of employment.
- Contractor shall provide at its sole cost all necessary safety equipment related to the performance of services by Contractor or its Subcontractors.
- Contractor shall take measures to actively identify unsafe conditions at the work site. Should Contractor know, or suspect, that conditions exist, Contractor shall provide immediate notification to Caerus of such conditions and Contractor's proposed course of action with regard to the same. Contractor shall suspend all work activities until the unsafe conditions are abated to the satisfaction of both Contractor and Caerus. Contractor shall promptly inform Caerus verbally and in writing of any unusual hazards that may be encountered in carrying out the work and shall take all necessary precautions to protect persons and property from damage or injury arising out of the performance of the Work.

## **POLICY ON PROHIBITED MATERIALS**

Caerus prohibits the use or possession on any of its offices, premises, properties, or well sites, work places (hereafter collectively referred to as “work places”) of (a) alcoholic beverages, intoxicants, narcotics including marijuana, illegal or unauthorized drugs and look-alike or simulated drugs, related drug paraphernalia, and any other substance, chemical, or material the use or possession of which is prohibited by state or federal law and (b) unauthorized explosives or any firearms or weapons of any kind (all hereafter referred to as “prohibited materials”).

Caerus employees and the employees of any of its contractors may not report at a work place while using, or under the influence of, any drug, alcoholic beverage, intoxicant, or narcotic, or other substance (including legally prescribed drugs and medicines) which may in any way adversely affect their safety, working ability, alertness, coordination, response, or the safety of others in the work place. No person shall bring on to a work place any unauthorized explosives or any firearms or weapons of any kind.

The entry to or presence on Caerus work places by any person is conditioned upon Caerus’s right to search such person and his/her personal effects, vehicle, locker, baggage, and quarters, for any of the prohibited materials named above. By entering or being present in a Caerus work place, any person is deemed to have consented to such searches which may be conducted periodically and unannounced. These searches may include the use of electronic detection devices, scent trained dogs, or the taking of blood, urine or hair samples for testing to determine the presence of any prohibited material.

Blood, urine or hair samples for testing may also be taken from any person on a Caerus work place who is suspected to be under the influence of drugs or alcohol, or who is involved in a vehicle accident, or who is injured in the course of employment. Such samples may also be taken in the course of any random sampling undertaken by Caerus.

If a person refuses to submit to a search as provided above, or is found using or in possession of any of the prohibited materials, or is found under the influence of any such materials, said person will be subject to disciplinary action including immediate termination of employment if an employee of Caerus, or removal and future prohibition from entering Caerus work places if not a Caerus employee.

Legally prescribed drugs may be permitted in Caerus work places provided the drugs are contained in the original prescription container and are prescribed by an authorized medical practitioner for the current use of the person in possession. Any person in possession of a prescription drug when on or entering a Caerus work place may be required to complete a “Prescription Drug” form and Caerus may, at its sole judgment and discretion, determine that the drug produces hazardous effects. In such a case, the person in possession of said drug may be required to leave the work place and may not be allowed to return to the same or any other work place until such time as Caerus deems safe and appropriate.

Any person who is found departing a work place in possession of Caerus property (including supplies or tools) which is not authorized for removal from said work place, is subject

to disciplinary action including immediate discharge if the person is a Caerus employee, or removal and future prohibition from Caerus work places if the person is not a Caerus employee.

The Caerus has the right, at its sole discretion, to report use or possession of any prohibited material, or loss or removal of Caerus property from the work place, to local, state, or federal law enforcement officials and to deliver any such materials or property to the custody of said officials.

## **ENVIRONMENTAL PROTECTION**

Contractor shall ensure that all Work under this Agreement is planned and performed, whether by Contractor or by any subcontractor, in a manner that will preserve and protect the environment and threatened, endangered, and special status species as defined by the Federal Fish and Wildlife Service or by any state agency. Precautions that should be taken by Contractor in this regard shall include, but are not limited to, the following:

1. Contractor should restrict all Work activities to the work area or perimeter designated and authorized by Caerus's representative. If said work area/perimeter is not adjacent to an existing road, a route to access such a road shall be approved by Caerus's representative.

2. Contractor shall maintain the work site free of litter, open containers, or other objects that could be harmful to wildlife or the environment. All trash, empty containers, and scrap will be stored, handled, transported, and disposed of as required by state and federal laws and regulations.

3. Contractor shall not feed, trap, hunt, or otherwise disturb wildlife of any kind, or disturb, alter, or damage the vegetation in and around the area where Work is being performed under this Agreement.

4. Contractor shall promptly report the harassment or death of any threatened, endangered, or special status species, the death of any migratory bird, or any damages to the surrounding vegetation to Caerus's representative, regardless of the cause of such death or damage.

5. Any physical alteration of the authorized work area/perimeter, including the removal of earth and/or vegetation, shall be approved by Caerus's representative.

6. If radioactive materials will be used to perform any Work under this Agreement, Contractor must have appropriate license and will conduct a radioactive background survey before and after said materials are used. Contractor will also properly describe and document the type of radioactive materials used, how they were used, and the amounts or volumes. Any such use of radioactive materials of any kind must be approved in advance by Caerus's representative.