

In the event the Seller is required to perform work on property owned, operated, leased, or controlled by Spirit AeroSystems, Inc. (*Spirit*), Seller agrees to adhere to the following terms and conditions (the “Supplement”).

## **1. DEFINITIONS**

“Spirit representative” means the Spirit employee who has been designated to oversee and monitor the Seller’s activities at the Spirit site.

“Hazardous chemical” means any chemical that is a physical hazard or a health hazard as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200 or an OSHA-approved state equivalent standard.

“Hazardous substances” shall be defined as provided under federal law at 42 U.S.C. §9601 (the Comprehensive Environmental Response, Compensation & Liability Act) and 40 C.F.R. §302.3, and as provided under any applicable state or local law.

“Hazardous waste” shall be defined as provided under federal law at 42 U.S.C. §6903 (the Solid Waste Disposal Act, which as amended is also referred to as the Resource Conservation and Recovery Act) and 40 C.F.R. §260.10, and as provided under any applicable state or local law.

“Work” means services performed or to be performed by Seller or its employees, agents or subcontractors under the Contract.

## **2. SAFETY**

a. Seller’s Sole Responsibility for Safety. Seller shall at all times be solely responsible for all aspects of safety in connection with the Work, including initiating, maintaining, and supervising all safety precautions and programs. Such responsibility for safety includes, without limitation, the obligations set forth in the remainder of clause 4 (Safety). Seller shall at all times perform the Work, or ensure that it is performed, in a manner to avoid the risk of bodily injury to persons or risk of damage to property. Seller shall promptly take all precautions that are necessary and adequate against any conditions that involve a risk of bodily harm to persons or a risk of damage to property. Seller shall continuously inspect all Work, materials, and equipment to discover and determine the existence of any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.

b. No Spirit Responsibility for Safety. Spirit shall have no responsibility for the safety performance by Seller of the Work or any aspect of the safety in connection with the Work, including all safety precautions and programs of the Seller.

c. Compliance With Laws and Directions.

- (1) Seller shall comply, and shall ensure that all subcontractors and Sellers on site comply, with all applicable federal, state, and local laws, regulations, ordinances, and standards related to safety. Seller shall cooperate and coordinate with other Sellers and their subcontractors regarding safety matters. Seller shall promptly comply, and ensure that all its subcontractors and Sellers on site promptly comply, with requirements as set forth in the Contract.

- (2) Paragraph 2.c.(2) shall apply to Work performed in the state of Kansas. Seller shall promptly comply, and ensure that all its subcontractors and Sellers on site promptly comply, with requirements as set forth in attachment hereto entitled “Safety, Health, and Environmental Requirements.” Requirements set forth are not intended to be all-inclusive. The absence of a specific regulatory requirement does not relieve the Seller from such requirement under this Supplement nor prohibit *Spirit* from providing additional direction when warranted by the Work. By providing requirements, *Spirit* assumes no control or responsibility whatsoever for any aspect of the safety of the Work, which shall remain solely with Seller. The safety, health, and environmental requirements have been published in a manual entitled “The Service Provider Safety/Health/Environmental Manual” (the “Manual”). Seller shall provide a copy of the Manual to all Seller employees assigned to perform Work under this Contract and require that all subcontractors provide a copy to their employees assigned to perform Work under this Contract. Paper copies of the Manual are available in limited quantities on request. Where a federal, state, or local law is more restrictive, such law shall be followed.
- d. Observations. *Spirit* personnel may visit the Work area at various times generally to observe the Seller’s performance under the Contract. *Spirit* will not, however, be required to make Work area observations--periodic, continuous, exhaustive, or otherwise. Seller recognizes and agrees that any *Spirit* visits to the Work area or observations or both resulting from those visits will not in any manner relieve Seller of its sole responsibility for all aspects of safety in connection with the Work, nor will such visits or observations create or constitute actual control or the right to control such safety by *Spirit*. Neither *Spirit*’s observations, visits, or omissions nor any actions or inactions during or as a result of such visits or observations give rise to a duty, responsibility, or liability of *Spirit* to the Seller, any subcontractor, Seller on site, their agents or employees, or other persons performing portions of the Work.
- e. Safety Plans. Although Seller has sole responsibility for safety in connection with the Work, *Spirit* has responsibility for the safety of its own employees. Accordingly, before beginning the Work or any portion thereof, Seller shall submit for *Spirit*’s review written project-specific safety plans for Seller, with detail commensurate with the Work. Such plans shall describe anticipated hazards and control methods the Seller will employ to administer a safety program for the Work to provide adequate safeguards for all employees performing the Work, Work area visitors, *Spirit* employees, and the public and shall describe housekeeping plans. An appropriate health or safety professional should prepare such plans. Review of such project-specific safety plans by *Spirit* shall not
- (1) Relieve in any manner Seller of its sole responsibility for safety.
  - (2) Be construed as limiting in any manner Seller’s obligation to undertake any action that may be necessary or required to establish and maintain safe working conditions at the Work area.
  - (3) Indicate *Spirit*’s control over the manner in which Seller performs the Work or supervises its employees.
  - (4) Create any liability for *Spirit*. Project-specific safety plans shall be conspicuously posted at the Work area. Seller shall follow its project-specific safety plans and ensure that all its subcontractors and Sellers on site follow their safety program plans.
- f. Safety Representative. Seller shall appoint a competent safety representative with full authority to coordinate, implement, and enforce Seller’s project-specific safety plans and shall authorize such representative to devote to his or her safety representative duties whatever time is necessary to properly perform such duties. The safety representative shall attend all Project safety meetings and participate fully in all activities outlined in Seller’s project-specific safety plans.
- g. Safety Meetings and Equipment. Seller shall hold regularly scheduled meetings to instruct its personnel and all subcontractors and on-site Seller personnel in safety practices. Minutes shall be recorded at all safety meetings and copies submitted to *Spirit* within three (3) work days to demonstrate compliance

with this Contract requirement. Seller shall furnish appropriate safety equipment for the Work in progress, train appropriate personnel in the use of the equipment, and enforce the use of such equipment by its employees. Seller shall ensure that each subcontractor and Seller on site furnishes appropriate safety equipment for the Work in progress, trains appropriate personnel in the use of the equipment, and enforces the use of such equipment by its employees.

- h. Accident Reports. Accidents and incidents that involve employee time away from Work or medical cases (not including first aid cases) or incidents that require an ambulance, security, or fire department response must be reported to the designated *Spirit* representative immediately. Such reports must be submitted in writing within one (1) hour of the accident or incident. Further, Seller shall maintain accurate accident and injury reports and shall furnish to *Spirit* a copy of any accident report prepared as required by the applicable workers' compensation law. Furthermore, Seller shall also furnish to *Spirit*, in such form as prescribed by *Spirit*, a monthly summary of injuries and hours worked each month.
- i. Payment for Emergency Services. When any employee of Seller or any subcontractor or Seller on site, who is engaged in any activity related to the Work, requires the services of an ambulance, physician, hospital, or other health provider, Seller shall pay or arrange for such subcontractor, Seller, or employee to pay all charges for any such services directly to the provider of such services.
- j. Emergency Notification. All emergency telephone numbers shall be provided to the *Spirit* representative and shall be prominently displayed or posted at the Work area at or near a telephone that is accessible on all shifts.
- k. Excavation below 12 inches. The Seller shall use applicable site drawings to identify all underground utilities in the excavation area. After all known utility lines have been identified, Seller shall then use underground testing equipment to accurately locate all utilities in the excavation area. The Seller shall use a locator that complies with the Professional Competence Standard for Locating Technicians (National Underground Locating Contractors Association). The Seller shall ensure that all identified utility lines are marked and labeled in compliance with the American Public Works Association standards. The Seller shall notify *Spirit* of utilities not shown on existing site drawings.

Once the utilities are properly marked in the excavation area, the Seller may begin the excavation work. Appropriate mechanical means may be used except that hand tools and hand dig methods must be used when digging within 24 inches of any utility.

### 3. ENVIRONMENTAL CONDITIONS

- a. Compliance with Laws and Directions.
  - (1) Seller shall comply, and shall ensure that all subcontractors and Sellers on site comply, with all applicable federal, state, and local laws, regulations, ordinances, and standards related to environmental matters. Seller shall cooperate and coordinate with other Sellers and their subcontractors regarding environmental matters. Seller shall promptly comply, and ensure that all its subcontractors and Sellers on site promptly comply, with requirements as set forth in the Contract.
  - (2) Paragraph 3.a (2) shall apply to Work performed in the state of Kansas. Seller shall promptly comply, and ensure that all its subcontractors and Sellers on site promptly comply, with requirements as set forth in attachment hereto entitled "Safety, Health, and Environmental Requirements." The absence of a specific regulatory requirement does not relieve the Seller from such requirement under this Supplement nor prohibit *Spirit* from providing additional direction regarding environmental matters when warranted by the Work. The safety, health, and

environmental requirements have been published in a manual entitled “The Service Provider Safety/Health/Environmental Manual” (the “Manual”). Seller shall provide a copy of the Manual to all Seller employees assigned to perform Work under this Contract and require that all subcontractors provide a copy to their employees assigned to perform Work under this Contract. Paper copies of the Manual are available in limited quantities on request. Where a federal, state, or local law is more restrictive, such law shall be followed.

- b. Approved Recycling and Disposal Facilities. The Seller shall emphasize project planning to maximize reuse and recycling of any solid waste, including but not limited to construction, demolition, and land clearing debris, and scrap materials, to the greatest extent feasible with consideration for cost. The *Spirit* representative will designate the approved recyclers or, if recycling is not possible, the approved disposal locations. Seller and its subcontractors and Seller on site shall use only recyclers or disposal facilities approved by *Spirit*.
- c. Solid Waste Handling and Disposal. Covered containers shall be used for collection of solid waste in locations approved by the *Spirit* representative. Segregation, recycling, or disposal or all three of solid waste shall be as approved by the *Spirit* representative. Under no circumstances shall hazardous waste be handled, stored, or disposed of with solid waste. Seller shall not bury or burn any waste materials on site.
- d. Known Work Area Hazardous Materials. Before commencing performance of the Contract, *Spirit* shall notify Seller of the existence of any known asbestos, petroleum, polychlorinated biphenyl (PCB), or other hazardous substances not rendered harmless at the Work area.
- e. Latent Work Area Hazardous Materials. If, in the course of the Work, Seller encounters in the Work area materials reasonably believed to be asbestos, petroleum, PCBs, or other hazardous substances, which were not previously disclosed by *Spirit* and have not been rendered harmless, Seller shall immediately suspend the Work in the area affected and immediately report, in writing, the condition to *Spirit*. The Work in the affected area shall not thereafter be resumed except by written agreement of *Spirit* and Seller if, in fact, the substances are asbestos, petroleum, PCBs or other hazardous substances and have not been rendered harmless. The Work in the affected area shall be resumed in the absence of the hazardous substance or when the hazardous condition has been made safe through engineering or administrative controls.
- f. Asbestos Use Prohibited. No material containing asbestos may be used or installed without the written permission of the *Spirit* representative. When requested by the *Spirit* representative, Seller shall provide written verification that no materials containing asbestos have been installed as part of the Work.
- g. Hazardous Waste Handling and Disposal.
  - (1) If Seller or its subcontractor expects to generate hazardous waste in performance of the Work, Seller shall develop a written plan to be approved by the *Spirit* representative for management of such hazardous waste. The plan will identify the types and volumes of hazardous waste to be generated in the course of the Work and management techniques for such waste. Seller and its subcontractors will manage hazardous waste as directed by the *Spirit* representative. Seller and its subcontractors shall not take hazardous waste off site.
  - (2) Immediately as soon as additional or unanticipated hazardous waste is generated, the Seller shall advise the *Spirit* representative. The Seller is hereby directed to coordinate with the *Spirit* representative of *Spirit's* environmental office to properly package and manage the hazardous waste.
  - (3) Seller is obligated to relocate any hazardous waste that Seller or subcontractor generates, as directed by the *Spirit* representative, to a designated on-site hazardous waste accumulation or storage area for eventual disposal by *Spirit*. Should the Seller or subcontractor leave any hazardous waste improperly packaged, or abandoned, Seller shall be liable for all fines or expenses or both associated with:

- (a) Repackaging or other measures reasonably necessary to ensure compliance with applicable federal, state and local laws.
  - (b) Any resulting violations of applicable federal, state or local laws; and
  - (c) The remediation of any contamination caused by such improper packaging or such abandonment.
- h. Wastewater Handling and Stormwater Management. If Seller or its subcontractor expect to produce wastewater in performance of the Work, including but not limited to stormwater and water produced in subsurface dewatering, Seller shall develop a written plan to be approved by the *Spirit* representative for handling such wastewater. Both the control and discharge of stormwater shall be addressed in Seller's plan. Such plan shall be drafted to adhere to the *Spirit* site's Storm Water Pollution Prevention Plan, National Pollution Discharge Elimination System Permit, or Sanitary Sewer System Discharge Permit, or all three, as applicable. The *Spirit* representative will inform the Seller of such permit requirements. The Seller and its subcontractors shall adhere to all specified terms of such permits.
- i. Emergency Response and Reporting of Spills or Releases. If Seller or its subcontractor expects to bring, use, produce, or encounter any hazardous chemicals, hazardous substances, or hazardous waste on site, Seller shall notify *Spirit* representative and shall obtain from *Spirit* representative information regarding the applicable plans and procedures for emergency response to spills or releases of hazardous chemicals, hazardous substances, and hazardous waste. Seller and its subcontractors shall undertake response to such spills or releases only to the extent such response can be taken immediately to contain the spill or release and prevent spreading without posing a physical danger to the respondent or others nearby. Whether or not Seller or a subcontractor undertakes such response, the Seller or subcontractor shall immediately notify the *Spirit* representative and any other *Spirit* emergency response personnel identified in the *Spirit* emergency response plan and procedures provided. Unless the duty to report any such spills or releases to a governmental agency is imposed by law directly on the Seller or a subcontractor, the *Spirit* representative shall perform such reporting. Seller and its subcontractors shall cooperate fully with the *Spirit* representative in ensuring timely and complete reporting. If Seller or a subcontractor is itself required by law to report a spill or release, then Seller or any subcontractor undertaking such reporting shall immediately inform the *Spirit* representative in detail regarding such reporting.
- j. Nuisance and Polluting Activity Prohibited. Polluting, dumping, or discharging of any harmful, nuisance, or regulated materials (such as concrete, truck washout, vehicle maintenance fluids, residue from saw cutting operations, solid waste, and hazardous substances) into the building drains, site drains, streams, waterways, holding ponds or to the ground surface shall NOT BE PERMITTED, and the Seller shall be held responsible for any and all damages that may result. Further, Seller shall conduct its activities in such fashion to avoid creating any nuisance conditions, including but not limited to suppression of noise and dust, control of erosion, and arid implementation of other measures as necessary to minimize the off-site effects of Work activities.

#### 4. SECURITY

- a. General Plant Rules
  - (1) The use of cameras is authorized only with a permit issued by Spirit.
  - (2) Electronic communication devices, such as portable radios, are controlled on Spirit property and must be approved before they are used.
  - (3) Smoking is strictly prohibited in all areas, unless otherwise posted or designated as a smoking area.

- (4) Use of Spirit restrooms or cafeterias may require approval before use.
- (5) Spirit phones are limited to business and emergency use.
- (6) Firearms, ammunition, and animals are not to be brought onto Spirit property.

b. Badge Identification

- (1) Seller employees must obtain an identification badge and visibly display and wear the badge while on *Spirit* property.
- (2) Lending or borrowing identification badges is **strictly prohibited**.

c. Vehicles

- (1) Personal and Seller vehicles used inside secured Spirit property are allowed with special permission only and may require a Spirit -issued parking pass.
- (2) Seller vehicles shall not block entrance ramps, truck doors, plant access aisles, emergency routes, and parking specified for Spirit equipment, facilities, or plant personnel.
- (3) Posted speed limits are to be followed at all times while on Spirit property. Pedestrians have the right of way at all times.
- (4) Seller vehicles are not permitted on flight line ramps without prior approval.
- (5) Personnel are not to be transported in the beds of trucks.

d. Conduct

- (1) All Seller employees are to stay within assigned work areas. Wandering throughout the site is strictly prohibited.
- (2) Use of offensive language and display of offensive materials is not permitted.
- (3) Horseplay, theft, fighting, harassment, gambling, and possession or use of alcohol or controlled substances or firearms (or other weapons) are **strictly prohibited**.

## 5. **EMERGENCY PROCEDURES**

a. Evacuations and Route

- (1) In the event of a building or site evacuation, Seller employees must immediately evacuate through the nearest safe exit and report to a designated assembly point. In all cases, instruction and directions given by a supervisor, security, or other emergency response personnel shall be followed.
- (2) Seller employees must not leave the assembly point until authorized to do so.

- b. Emergency Notification Seller employees must immediately report all incidents involving personal injury or property damage to a Seller representative and Spirit representative.
- c. First Aid Medical Care
  - (1) If an emergency situation is observed (e.g., fire, medical, or gas or chemical leak or spill), Seller employees must call the appropriate emergency response agency. For sites with a *Spirit* fire department response, the *Spirit* emergency number is to be used immediately. For sites without a *Spirit* fire department response, call 9-911 and provide the building number, grid or column line number, floor level, door number, and where the nearest phone is located. Emergency numbers vary depending on location.
  - (2) The Seller is responsible for providing medical services to its employees. The *Spirit* will respond to medical emergencies on sites equipped with medical facilities and provide emergency medical treatment until outside medical services arrive.
- d. Environmental Incidents Seller employees must immediately report all environmental spills and provide the building number, grid or column line number, floor level, door number and location of nearest phone. Emergency numbers vary depending on location.

## 6. FIRE PREVENTION

- a. General Housekeeping
  - (1) *Spirit* trash receptacles are not to be used for construction debris.
  - (2) All trash and debris receptacles must be located away from any *Spirit* building or structure. If construction trash chutes are required, the location and design of the chute must be approved by the *Spirit* fire department.
  - (3) All work areas must be maintained in a clean state (e.g., clean up and remove trash, scrap, excess materials, and other debris). This is to be done at frequent and regular intervals, daily, or whenever the accumulation constitutes a fire hazard.
  - (4) Burning of trash is prohibited.
  - (5) Wood, sawdust, or shavings are not to be used as absorbents for spilled flammable or combustible liquids or petroleum lubricants.
- b. Equipment Requirements
  - (1) All powered equipment is to be refueled outdoors, clear of structures, and with engines shut off.
  - (2) Gasoline, liquid propane gas, or propane-powered equipment shall be allowed on building roofs only with prior written approval from the *Spirit* fire department.
  - (3) Electrical equipment used in areas where flammable atmospheres (vapors, dusts, or mists) may exist must have appropriate National Fire Protection Association (NFPA) class and division ratings for explosion proofing.

- (4) Exhaust emissions from powered equipment operating within buildings or enclosed structures shall be piped outside the facility, and air monitoring should be conducted to check for hazardous emissions.

c. Flammable Liquids

- (1) All flammable liquids, chemical fuels, resins, lubricants, and solvents shall be segregated, labeled, and stored in an approved location.
- (2) Flammable liquids (flashpoint below 100°F or 38°C) may not be used or stored inside *Spirit* buildings unless contained in an approved Factory Mutual (FM) or Underwriters Limited (UL) approved metal safety can or approved container and only in quantities needed to accomplish the immediate tasks.
- (3) The use of glass containers is strictly prohibited.
- (4) Effective methods of spill retention and cleanup of materials are required.
- (5) The Seller shall comply with all safety regulations and codes pertaining to labeling, handling, and storage of flammable and combustible products.

d. Spray Painting, Flammable Resins, and Chemicals

- (1) *Spirit* fire protection inspection and approval are required before painting, including spray painting, or cleaning with flammable materials.
- (2) Only explosion-rated or intrinsically safe electrical equipment, including forklift trucks that are, for example, EE or EX rated, may be used in areas such as flight hangars, paint booths, and tank lines, where explosion-proof electrical systems are required.
- (3) A 50-foot separation is required from ignition sources.

e. Heating Devices

- (1) Open-flame devices and sources of heat and spark-producing equipment may not be used in areas with combustible materials or flammable liquids.
- (2) Open-flame devices and furnaces, when in use, must be constantly attended.
- (3) The hot-work procedures outlined in paragraph 3.f shall be followed for heating devices.

f. Welding and Cutting Activities ***A welding and hot-work permit is required to perform any open-flame or spark-producing activities.***

- (1) The applicable *Spirit* fire department must be contacted to obtain a welding and cutting or open-flame permit.
- (2) Seller performing welding and cutting work will provide its own FM- or UL-approved portable fire extinguishers for use during these activities. *Spirit*-owned fire extinguishers and hoses are not to be used for standby fire watch.



- (3) The fire watch shall be posted and skilled in the use of portable fire-fighting equipment.
- (4) The fire watch shall remain on standby a minimum of 30 minutes following the end of any and all open-flame activities.
- (5) The assigned fire watch person will notify the *Spirit* fire department on completion of work.
- (6) Hot-work permits will be removed and destroyed at completion of work or when they expire.
- (7) Radiation protection (shields) shall be provided by the Seller to individuals exposed to electric arc welding and cutting operations.

g. Fire Protection Systems

- (1) The *Spirit* fire department shall be notified 24 hours in advance of all requests for proposed closure or impairment of fire protection systems.
- (2) The *Spirit* fire department shall be notified and shall approve, before use, the use of fire hydrants or building standpipe systems for temporary water supply.
- (3) The Seller shall verify that all fire-extinguishing protection systems (sprinklers) are operational in the area of welding and open-flame cutting.

h. Temporary Buildings

- (1) A separation of 20 feet shall be maintained between temporary buildings and storage areas and other buildings or areas. Temporary walls or partitions shall be noncombustible.
- (2) Plastic or “visqueen” film shall be UL- or FM-approved, meeting requirements or NFPA #701 “Large Scale Test.”

i. Storage of Combustible Building Materials. *Combustible materials, such as tar, roofing materials, shakes, and shingles, shall be stored within 25 feet of a separation for construction buildings.*

j. Roofing *The Spirit fire department shall be notified of all roof work involving welding, open-flame equipment, spark producing, or hot work before start of work.*

## 7. SAFETY REQUIREMENTS

a. Safety Program Plans

- (1) Before beginning the Work or any portion of the Work, the Seller shall submit a written, project-specific safety plan with the details in the plan applicable for Work being performed. Project-specific safety plans shall be available at the site where the Work is being performed.
- (2) The Seller shall submit to *Spirit*, on request, a copy of its safety program plan.

b. Personal Protective Equipment

- (1) The Seller will ensure that its employees have access to and use all required personal protective equipment (PPE).
- (2) Seller employees; PPE will be appropriate for the job. Examples of PPE are
  - (a) Industrial safety glasses with side shields and face protection.
  - (b) Ear plugs and muffs.
  - (c) Hard hats.
  - (d) Gloves and hand protection.
  - (e) Full-body safety harness.
  - (f) Sturdy, low-heeled shoes with closed toe and heel.
- (3) Seller employees assigned to work in shop, manufacturing, maintenance, or construction areas shall wear ankle-length pants and a shirt top that covers the body from the waist up and over the shoulder (no tank tops).

c. Hazard Communication and Material Safety Data Sheet

- (1) *Spirit* will provide, on request, the Material Safety Data Sheet (MSDS) for any hazardous substances under *Spirit* control within the assigned work area.
- (2) All hazardous substances brought onto *Spirit* property must be properly identified and labeled as to contents.
- (3) The Seller will furnish and maintain MSDS information on all chemical products that will be used before any hazardous substances arrive on site.
- (4) The Seller shall bring onto *Spirit* property only the amount of hazardous substances necessary for the project.

d. Electrical Safety

- (1) Only FM- or UL-approved electrical equipment shall be used.
- (2) The Seller will supply ground fault circuit interrupters for all temporary electrical wiring cords and portable equipment and tools.
- (3) Energized electrical work is **strictly prohibited** unless written approval is obtained from the *Spirit* representative before the work begins.
- (4) All portable electrical equipment and cords and drills shall be inspected by the Seller before use and shall be maintained in a safe working condition.

e. Lockout, Tag, Try-Out Program

- (1) All equipment that could present a hazard from inadvertent activation during maintenance or servicing must have the energy supply locked out and tagged except when the energy supply is needed for troubleshooting, inspecting, or servicing equipment.
- (2) Before working on any energized system, the following steps **must** be taken in accordance with Seller procedures:
  - (a) Isolate the energy source and release all energy or potential energy (e.g., electrical [stored], gravity, pressure, thermal, pneumatic, and hydraulic).
  - (b) Install physical lockout lock, standardized contractor tag, and streamer isolation device in accordance with Seller's lockout, tag, and try-out procedure.
  - (c) Before proceeding with work, test or try out the system to ensure zero energy.
  - (d) The following information must be printed on all lockout tags in use:
    - 1) Employee name, company name, date, and phone number (or pager number).
    - 2) Off-shift contact and phone number (requires someone to be available 24 hours a day).

f. Trenching and Excavations

- (1) The Seller must obtain approval from the *Spirit* representative before opening any excavation or trench.
- (2) The Seller shall physically barricade all excavations and trenches.
- (3) The Seller must review the excavations each day and after every heavy rainstorm or freeze and thaw.
- (4) The Seller's competent employee must assess the soil condition to determine the method of shoring or sloping required for the excavation.
- (5) All excavations and trenches must be shored, sloped, or otherwise protected to ensure that they do not collapse.

g. Warning Signs and Barricades

- (1) Seller shall supply appropriate signs, barricades, flashing-light barricades, ground attendants, and flagging, as required, to keep unauthorized personnel out of the work areas.
- (2) The Seller must provide barriers to block off areas where *Spirit* personnel and others not directly involved with the project could likely walk beneath overhead work. Signs supplied by the Seller must be posted to indicate overhead work in progress.
- (3) Barricades are required around excavations, holes, or openings in floors, roof areas, edges of roofs, and elevated platforms. In addition, barricades are required around overhead work and wherever necessary to warn or protect all personnel.

h. Confined-Space Entry

- (1) The Seller shall have and follow its own written confined-space entry program, including an entry permit system, monitoring equipment, retrieval system, and observation personnel.
- (2) For jointly occupied confined spaces, the Seller shall coordinate its confined-space entry plan with the *Spirit* representative.
- (3) The Seller shall have its written confined-space entry program available and shall post the confined-space entry permit at the point of entry.
- (4) The Seller shall, on request, provide documented evidence that personnel involved with confined-space entry procedures have been properly trained in all aspects of confined-space entry activities.

i. Fall Protection Program

- (1) A written fall protection plan is required when fall hazards of 10 feet or more exist.
- (2) All fall-protection equipment and devices must meet the standards of the American National Standards Institute. Mountain-climbing equipment is not an acceptable substitute for this requirement.
- (3) The Seller shall be able to provide documented evidence that personnel have been properly trained and are knowledgeable in all fall-protection prevention activities.

j. Ladders and Scaffolding

- (1) Ladders must be in good condition and used as intended (e.g., no stepladders as straight ladders).
- (2) Portable metal ladders shall not be used for electrical work and may be completely prohibited at some *Spirit* sites.
- (3) Ladders shall not be used in front of doorways unless the area is posted or otherwise protected.
- (4) All scaffolding must have work platforms fully planked and all braces, access ladders, proper guardrails, and toe boards must be installed.
- (5) During the erection, dismantling, and use of scaffolding, all employees must be fully protected from fall hazards.

k. Work Permits. There may be additional site-specific permit requirements other than those specified in this document. Seller employees must check with the *Spirit* representative for further clarification.

l. Foreign Object Debris Issues

- (1) When working on or adjacent to flight line areas, the Seller will prepare a foreign object debris (FOD) procedure.

- (2) FOD is defined as “an item alien to aircraft, assembly, or other product that has been allowed to remain in the product or in a position where it could possibly enter the product.”

m. Overhead Crane Operations

- (1) The Seller shall notify and schedule any Work that requires access to *Spirit* overhead cranes, is adjacent to *Spirit* overhead cranes, or is around *Spirit* overhead cranes. These activities require the installation of bridge-crane rail stops or inactivation of bridge cranes to preclude collision with Seller equipment.
- (2) Portable crane rail stops shall be installed front and rear of employees while working in an elevated position, or while making a lift of materials through the crane travel zone, to protect them from the crane they may be working on and from any foreign crane entering from another area or adjacent bay.
- (3) The Seller shall provide and use, while working overhead, an effective method to prevent falling objects from endangering or injuring people, equipment, or products below.

- n. Utility Shutdowns. Seller shall minimize service interruption during unavoidable utility shutdowns. Written authorization must be requested from the *Spirit* representative a minimum of two (2) weeks before the scheduled utility shutdown.

- o. Joint Occupancy Issues (Occupied Work Areas). The Seller shall cooperate and coordinate Work with *Spirit* and other Sellers so all work may be promptly and properly performed without undue interference or delay. The Seller shall afford *Spirit* and other Sellers reasonable opportunity for the execution of their work.

p. Training

- (1) The Seller shall ensure that all of its employees are properly trained for all jobs and tasks that require specific training or competency or both to meet all applicable federal, state, and local regulations.
- (2) All Seller employees must be trained in and be knowledgeable of the project-specific safety plan.
- (3) Trained personnel must remove lead paint.
- (4) The Seller will submit to *Spirit*, on request, validation of the training received.

## 8. ENVIRONMENTAL

a. Hazardous Materials

- (1) Hazardous materials stored on *Spirit* sites must be stored under cover, in containment, and be clearly labeled.
- (2) Hazardous materials can be transferred only in a contained area.

- (3) A utilization report may be required at some locations for materials that are brought on site. Requirements may be verified with the *Spirit* representative.
- (4) Hazardous materials must be stored in a manner that protects water quality. Refer to paragraph 5.e below for additional guidelines.
- (5) When bringing hazardous materials on site, the Seller must notify the *Spirit* representative. The *Spirit* representative will provide additional storage requirements, if necessary.
- (6) Containers must be kept closed when not in use.

b. Hazardous Waste and Solid Waste Handling and Disposal

- (1) *Spirit* disposes of all hazardous waste that is generated on its property, regardless of the party that generates the waste. Seller will not take hazardous waste off site. If Seller is working under a contract on a *Spirit* site and needs assistance with disposing of hazardous waste, establishing a waste station, or complying with hazardous waste regulations, the *Spirit* representative must be contacted.
- (2) All hazardous waste generated by the Seller is to be properly segregated, containerized, and labeled by the Seller, as directed by the appropriate *Spirit* environmental group.
- (3) Hazardous waste must be stored in a manner that protects water quality. For water quality requirements refer to paragraph 5.e.
- (4) Keep all waste containers closed between waste additions to the containers.
- (5) Waste stations must be monitored on a daily basis. The stations must be inspected for leaks and full containers of waste. Seller is responsible for the waste that it generates until the *Spirit* environmental organization has received it.
- (6) When a waste drum becomes full, it must be immediately removed from the work site according to the *Spirit* -approved plan for hazardous waste management prepared by the Seller. Seller cannot store full waste drums at construction sites. Seller must never allow a waste drum to accumulate waste for more than 60 days after the date shown on the front of the drum.
- (7) Seller must never dump or discharge hazardous waste into storm sewers, building sanitary sewer drains, or rest rooms or into solid-waste containers.
- (8) Seller must segregate from garbage, clean cardboard, wood, metal, glass, stumps and brush, clean gypsum, and concrete in separate containers for recycling. Only wood, cardboard, and aluminum cans (when they are packed in plastic bags) can be stored in open-top huge hauls or rollofs that are not watertight. All other construction, demolition, and land-clearing debris must be stored in covered, watertight rollofs. Seller must contact the *Spirit* representative for a description of the appropriate containers.

c. Suspect Materials

(1) Asbestos Awareness

- (a) *Spirit* facilities may contain asbestos-containing materials (ACM). *Spirit* will notify the Seller of the presence of ACM before work begins.
- (b) The *Spirit* will coordinate abatement of all ACM affected by the project.
- (c) If, after the project commences, the Seller discovers a possible asbestos disturbance or new suspect material, work shall stop immediately until the *Spirit* representative can determine the next course of action.

(2) Lead Awareness

- (a) At *Spirit* sites, lead can be found in a variety of different products, such as greases, solders, sealant, lead paints, and counterweights.
- (b) Operations or processes that may cause lead exposure are
  - 1) Spray painting with paints containing lead.
  - 2) Grinding, sanding, or welding on lead-based paints.
  - 3) Soldering activities.
- (c) All grinding, sanding, or welding on lead-based painted surfaces is prohibited. All painted surfaces are presumed to contain lead, unless determined otherwise.
- (d) Lead paint must be removed before any grinding, sanding, or welding activities. Trained personnel must remove the lead paint. The use of compressed air to remove lead dust is prohibited.
- (e) All lead-abatement activities are coordinated through the *Spirit* representative.

(3) Soils and Remediation

- (a) Final disposition of all soil will be as directed by *Spirit* representative.
- (b) All personnel performing remediation work are required to be trained before commencing with this work.
- (c) The environmental representative must be contacted immediately if soil or water is contaminated during excavation activities. Seller should be aware of fuel and solvent smells, visible oil sheen, and other indications of contamination. If any indications are observed, the Seller must stop work immediately until the *Spirit* representative can determine the next course of action.

d. Air Quality

- (1) It is illegal for any person to emit any air contaminant in sufficient quantities and of such characteristics and duration as is, or is likely to be, injurious to human health, plant or animal life, or property or which unreasonably interferes with enjoyment of life or property. The *Spirit* representative must be contacted if Seller is not sure its activity falls in this category.
- (2) Open burning is strictly prohibited.
- (3) Vehicles and equipment shall not leave the work site coated with dust, dirt, or mud. **Loads must be covered.** The Seller shall take appropriate measures to prevent drag-out and fugitive emissions.
- (4) Seller must take measures to prevent overspray and airborne emissions from painting and blasting operations from depositing on adjacent buildings and automobiles. Any such deposits must be swept up immediately.
- (5) Abrasive blasting and spray-painting operations should be performed inside a booth designed to capture the blast grit or overspray. Outdoor blasting or painting of structures or items too large to be reasonably handled indoors shall employ control measures, such as curtailment during windy periods and enclosure of the area being painted or blasted with tarps. The *Spirit* representative must be contacted for specific requirements before outdoor blasting or painting is started.
- (6) For grade-and-fill operations associated with construction and demolition projects, Seller must employ water spray as needed to prevent visible dust emissions.
- (7) Blowing dust and debris are to be controlled. The *Spirit* representative must be contacted before the start of any activity that may generate dust.

e. Water Quality

- (1) Wastewater, including but not limited to water from dewatering and storm water, is to be handled in accordance with the Seller's written wastewater plan. The *Spirit* must approve the wastewater plan.
- (2) Seller must never pour any liquid into a storm drain, not even drinking water. Seller must not use a hose to clean pavement. Alternative methods, such as sweeping, shall be used.
- (3) No vehicle, equipment, or building washing is permitted outside without prior approval from the *Spirit* representative.
- (4) Equipment stored outside must be maintained in good working order to prevent leakage of fluids (e.g., fuel, antifreeze).
- (5) Wastewater, including concrete slurry, liquid from dewatering, and cooling water, must be managed in accordance with instructions from the *Spirit* representative.



- (6) Sanitary sewage is to be disposed of in the sanitary sewer and not in an industrial-waste sewer.
- (7) Hazardous materials and hazardous waste (including contaminated demolition debris) must be stored in a covered and contained area that prevents rain from washing materials or waste into the soil or storm sewer. The containment must be large enough to hold 110% of the volume of the largest container. A building is considered containment. This applies to materials and waste that are both hazardous and nonhazardous in nature.
- (8) Refueling is to be conducted away from storm drains and unpaved areas.
- (9) Seller must implement the *Spirit* -approved best management practices as needed to prevent storm water contamination, such as but not limited to silt fences and drain covers. Approved best practices are available from the *Spirit* representative.