

## APPENDIX “O” 04/08/09

### OUTSIDE CONTRACTOR PERSONNEL PERFORMING WORK ON BELL HELICOPTER TEXTRON PREMISES

#### BELL HELICOPTER TEXTRON INC. CONTRACTOR REQUIREMENTS AND RULES OF CONDUCT

All contractors performing work on Bell premises are required to understand and comply with the following Contractor Rules of Conduct and Contractor’s Safety Handbook.

#### GENERAL:

1. Notify the Facilities or Equipment Engineering Departments, as applicable, prior to your arrival at Security Gate to start work on a project. This will minimize the time required to gain security clearance and get to job site.
2. Contractor admittance to Bell plant will be given after person for whom work is being performed is notified. If directions to job site and/or instructions are required by contractor, they will be furnished at this time.
3. Contractor materials will not be received nor stored by Bell Helicopter while awaiting installation. These items will be the sole responsibility of contractor personnel until job is accepted as “complete” by Bell Helicopter Textron.
4. Roof and/or exterior wall penetrations will not be left open to weather overnight or in such conditions that will subject building or its contents to damage due to wind or water.
5. Removal of contractor-owned material, equipment and/or job salvage is subject to inspection by cognizant Bell Plant Engineering or Equipment Engineering personnel and also by Bell Security.
6. When a job necessitates night or weekend work, a request for performing such work (except emergency conditions) must be submitted 24 hours in advance for weekday nights and before 12:00 noon Thursday for the following Saturday and/or Sunday work.
7. At no time will travel across heliports and flight lines be permitted without approval of Flight Operations, or the Bell personnel overseeing the applicable project.

#### EMERGENCY PROCEDURES:

The contractor shall adhere to applicable Bell policies/procedures governing emergencies. All emergencies within BHTI must be reported to the Central Security Control, Extension 13333 or 817-280-3333.

The contractor shall be responsible for contacting its employee(s) for personal emergencies.

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## CONTRACTOR RULES OF CONDUCT

### FACILITIES AND SECURITY:

#### 1. LIST OF WORKERS

The general contractor is responsible for providing BHTI with a list of workers requiring access to the facility. The following information is required for each worker: Name, Social Security Number, Date of Birth, and Place of Birth. It can be submitted via hard copy or email to [contractorlabor@bellhelicopter.textron.com](mailto:contractorlabor@bellhelicopter.textron.com). In addition, the prime contractor is to provide a distinctive badge (approximately 3-1/2" x 2-1/2" in size) which is numbered to identify the prime contracting firm employing the worker. The list, cross referenced to the contractor's badge number, must be provided in advance (preferably three days) of the worker needing access to the Bell facility. Both Bell and prime contractor badge are to be worn on the outer garment in the area of the heart while the worker is on Bell premises.

#### 2. UNSCHEDULED WORKERS

Unscheduled workers will not be allowed on the facility without approval of the BHTI sponsoring department and the BHTI Security Department.

#### 3. LOST BADGES

Prime contractor will report lost Bell badges to BHTI Security immediately. BHTI will access the prime contractor a charge of \$15.00 for each lost badge.

#### 4. DESIGNATED AREAS

Workers will be limited to the area of their specific job. If workers are found out of their designated area, this could be grounds for permanent removal.

#### 5. FOREIGN PERSONS:

A foreign person is any person who is not a lawful permanent U.S. resident. A U.S. Person is any form of business enterprise or entity organized, chartered or incorporated under the laws of the United States or its territories and any person who is a citizen (including Naturalized) of the United States, a permanent resident alien ("Green Card" holder), a Political asylee, or a refugee. A U.S. person does not include foreign persons working in the U.S.

Foreign persons on BHTI premises must be escorted at all times while on BHTI property by a BHTI employee who is a U.S. person. Foreign persons who will be on BHTI

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premises for 30 days or more will be issued a BHTI picture badge provided the BHTI Security office issues him or her a Technology Control Plan. Foreign persons will be issued a yellow badge with a red "V" (visitor). Upon failure to comply, the visitor will be removed from BHTI premises and will not be permitted to return.

The contractor will be responsible to provide to Bell Helicopter a copy of Proof of Status as a U.S. Person or a legal Foreign Person for each of their employees three (3) days in advance of arriving at work.

The contractor will send electronically a list of employees who will be working at Bell Helicopter. Send to [contractorlabor@bellhelicopter.textron.com](mailto:contractorlabor@bellhelicopter.textron.com) or call 817-280-8934.

Contractors will ensure that all of their employees have adequate proof of status as a U.S. Person or an appropriate U.S. Government issued work visas prior to entering BHTI premises. Adequate proof of U.S. Person status includes a U.S. Passport, Resident Alien Card (green card), certified U.S. birth certificate, or proof of status as a Refugee or Political asylee. Proof of status as a legal Foreign Person is a valid U.S. Government issued work visa.

## 6. CONTRACTOR'S VEHICLES

Prime contractor must request authority to bring vehicles/equipment on the facility. Request must include the description of the vehicle/equipment and license number. The number of vehicles authorized on the facility will be kept to an absolute minimum as related to the work being performed.

## 7. SUBJECT TO SEARCH

All persons and vehicles are subject to search upon entering and exiting the facility. Any toolboxes, equipment or property used by the contractor personnel on the facility is subject to search at any time.

## 8. UNAUTHORIZED EQUIPMENT AND DRUGS

Illegal drugs, alcoholic beverages, firearms, photographic equipment, radios, and recording devices are not authorized on BHTI facilities. Seller agrees to, as soon as possible but not later than 30 days after award of this Purchase Order, publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on Bell Helicopter Textron Inc. premises.

Seller shall adopt and publish personnel procedures that specify the actions that will be taken against employees for violation of the stated policy. Seller will communicate to all its employees and subcontractor employees that any Seller or subcontractor employee found to be distributing, dispensing, in possession of or using a controlled substance within the confines of Bell will be immediately removed from Bell premises.

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## 9. CLOTHING

Clothing worn by contractor personnel should be appropriate for their job and not create any safety hazard. No one is allowed on BHTI property wearing shorts or clothing with any offensive comments/graffiti.

## 10. SMOKING

Smoking is not permitted on any BHTI facility.

## 11. EMPLOYEE/SUBCONTRACTOR CONDUCT

The prime contractor will be held responsible for the actions of all their employees as well as their subcontractors.

## 12. THEFT

Any person found stealing any property will be immediately removed from the facility and denied any future access. As appropriate, instances will be reported to the proper local authorities.

## 13. SECURITY RULES

Security rules and restrictions are subject to change without notice based on the existing security/operational situation. Failure to comply with Security rules is grounds for removal and denying access to any facility.

## 14. SUBCONTRACTOR RESPONSIBILITY

It is the general contractor's responsibility to assure that all its subcontractors are aware of and comply with BHTI rules and regulations.

## 15. BHTI EQUIPMENT

Contractors will not use BHTI equipment in the performance of work, unless authorized pursuant to their contract.

## 16. SPOKESPERSON

Each Contractor shall designate one spokesperson to address any questions that may arise during performance.

## 17. TRAFFIC RULES

Access to BHTI facilities and vehicular traffic.

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- a. Contractor vehicles entering BHTI facilities must be of a condition to minimize environmental contamination.
- b. All Contractor drivers must observe BHTI traffic regulations including parking restrictions, while on company property.

## 18. FOREIGN OBJECT/FOREIGN OBJECT DAMAGE

While on BHTI property, supplier personnel, including vendor representatives, must comply with the BHTI Foreign Object/Foreign Object Damage (FO/FOD) Prevention Program as follows:

- a. Restraint of any materials which could be blown from supplier's vehicles.
- b. Control and accountability of personal effects and tools.
- c. Exercising proper care in disposing of potential foreign objects.
- d. Reporting all FO/FOD incidents to the designated Bell contact.

All tools used by vendors, suppliers, and subcontractors to perform work on components in BHTI's flight operations, assembly (including gearbox assembly and NPDC) and bonding areas are to be identified to the owner of his company.

## 19. FIRE AND EXPLOSION PREVENTION

The contractor shall do everything within its authority to prevent fire or explosive hazards that might result from work being performed on BHTI premises. This includes the following:

- a. Contractors performing cutting or welding operations must obtain a daily welding/cutting permit from the BHTI Fire Protection Department.
- b. Materials and equipment cannot block access to fire fighting equipment.
- c. Contractor shall furnish fire protection equipment necessary for performance. Contractor shall provide fire extinguishers along with a fire watch when any welding or cutting is conducted.
- d. Contractor shall store paint in an isolated location and the area properly managed so that in the event of a fire, property will not be endangered. The Industrial and Hygiene Department will be notified of this area.

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- e. Gasoline, diesel fuel, oil and flammable solvents shall be stored in approved closed containers and placed in an area presenting the least hazard to plant operations. All dispensing tanks shall be bonded to prevent static explosions and containers will be properly labeled.
- f. Vehicles and other gasoline or diesel powered equipment will not be fueled while running.
- g. Oxygen, acetylene and other compressed gas cylinders must be capped and fastened securely when not in use. Empty cylinders will be capped and tagged and segregated from full cylinders. Cylinders in use must be secured in the upright position with chain or other non-flammable material. Acetylene cylinders must not be placed on their sides.
- h. No solvent, such as gasoline, acetone or naphtha with a flash point below 120 F., will be used for cleaning equipment or parts. Contractor is responsible for disposing of spent solvents and waste oil outside of BHTI property unless authorized by BHTI Environmental Management. Under no circumstances, shall any hazardous material waste be emptied into drainage ditches, sanitary sewers, storm drains or dumpsters.
- i. Oily rags and other highly flammable waste must be disposed of in separate containers. Such containers must be provided by the contractor. Waste containers must be properly labeled to comply with Federal, State and Local requirements.

## 20. UTILITY LINES

Breaking into Utility Lines – No utility line may be broken into until such time as permission to do so has been obtained in writing from the public utility company and the BHTI Plant Engineering Department.

## 21. VALVE OPERATION

No control valves in the plant shall be operated by anyone other than BHTI personnel or without their express permission. No fire protection shall be shut down without prior approval of the Fire Protection Department.

## 22. ROADWAY/WALKWAY SURFACE PROTECTION

The contractor shall be responsible for any damage to a road or walkway surface which is caused by his moving equipment on or across such road and/or which results in personal injury to BHTI employees.

- a. Noise – The contractor shall inform BHTI of any excessive noise that may be generated at or around the work site.

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- b. Air Pollution – The contractor shall inform BHTI of any potential air contamination generated by dust, fumes or vapors.
- c. Hazard Materials – The contractor shall comply with all requirements listed under federal or state hazard communication standard.

SAFETY AND HYGIENE:

I. General

A. Contractor agrees to comply with:

- 1) All applicable environmental, health and safety (“EHS”) statutes, regulations, rules, ordinances, codes and standards (“EHS Laws”) of the jurisdiction where Contractor performs work for BHTI; and,
- 2) All applicable BHTI EHS rules, regulations, policies, procedures and guidelines (“BHTI Rules”), when performing work in a BHTI facility or on a BHTI site (“On an BHTI Facility”). EHS Laws in the United States of America (US) include: the Occupational Safety and Health Act (OSHA); the Resource Conservation and Recovery Act (RCRA); Uniform Fire Code (UFC) and Uniform Building Code (UBC) as adopted by the local jurisdiction; and, the Hazardous Materials and Transportation Act (HMTA) and Texas Railroad Commission (TRC).

B. Upon request, contractor agrees to submit, to the BHTI Project Manager, contractor’s policies, procedures, guidelines, specifications, and the like (hereinafter “EHS Program”) prior to beginning any work on the facility. The EHS Program must include all relevant EHS requirements, including but not limited to, management communication system (e.g., safety meetings, incident reporting and the like), recordkeeping, training, policies and procedures, standards and specifications, and control and audit procedures, necessary to comply with all applicable EHS Laws, BHTI Rules and the specific requirements described in Section II of this Appendix (hereinafter, “Specific Requirements”).

- 1) Contractor warrants that Contractor’s EHS Program is based upon the EHS Laws and accepted safe practices and standards in the jurisdiction in which work is to be performed.
- 2) Contractor agrees that if BHTI determines that the Contractor’s EHS Program is insufficient to ensure compliance with this Appendix, then BHTI may require the Contractor to amend its EHS Program.

C. Contractor agrees that it is solely responsible for ensuring that its employees, agents and/or subcontractors (“Contractor’s Employees”) performing work on a BHTI

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facility, do so in accordance with Contractor's EHS Program, all applicable EHS Laws, BHTI Rules and Specific Requirements.

D. Contractor agrees that review, approval and disapproval, by BHTI of Contractor EHS Programs will not relieve Contractor of any responsibilities, requirements or liabilities accepted by Contractor in this Agreement.

1) Any waiver of or amendment to any EHS Program must be in writing and signed by BHTI and Contractor.

2) Contractor agrees that a waiver or amendment of any one or more of the requirements of this Appendix will not relieve Contractor from the responsibility to comply with any applicable EHS Laws or any other requirement of this Appendix or from any liability that may result from Contractor's or Contractor's employees actions or failure to act in accordance with applicable EHS Laws and requirements of this Appendix.

E. Before assigning any Contractor's employees to perform work on a BHTI facility, Contractor will train Contractor's employees to the extent necessary to ensure knowledge of and compliance with applicable EHS Laws, BHTI Rules and Specific Requirements.

F. Contractor may request in writing that BHTI assist Contractor in providing training, certification, routine first aid, medical surveillance (such as, respirator use exams), waste handling and disposal or similar services, or equipment, required to fulfill Contractor's responsibilities to Contractor's employees.

1) BHTI may agree to the requests but is under no obligation to do so.

2) BHTI and Contractor agree that the following may be provided by BHTI to Contractor without written request or agreement:

a. "Project Work Site Orientation"; and,

b. Equipment that does not require any special training and/or certification for use.

G. Contractor agrees to allow BHTI to monitor, audit and inspect Contractor operations for compliance with all the terms of this Appendix.

1) BHTI will notify Contractor of any observed noncompliance with any requirement of this Appendix.

2) Contractor agrees that BHTI may stop work if BHTI, in its sole judgment, determines that such noncompliance may present a risk of an incident, accident, injury, illness or a violation of EHS Laws.

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- 3) Contractor will take immediate action to correct any noncompliance without cost to BHTI, including, but not limited to, the cost of Contractor's and Contractor's employees' downtime during any work stoppage.
- 4) Contractor agrees that should Contractor discover an unsafe condition, Contractor shall correct, and notify responsible BHTI Manager or EHS point-of-contact.
- 5) Contractor agrees that should Contractor's employee(s) fail to take immediate action to correct any noncompliance, as described in item H. 1. above, Contractor will at BHTI's request, exclude the noncompliant Contractor's employee(s) from BHTI facilities until such time as Contractor provides evidence of compliance that BHTI, in its sole judgment, determines to be sufficient,
- 6) Contractor agrees that should the same Contractor's employee(s) be found to be in noncompliance a second time during the performance of work, Contractor, will, at BHTI's request, exclude that Contractor's employee(s) from BHTI facilities for ninety (90) days.

H. "Hazardous Materials" means:

- 1) Any substance or mixture of substances which (a) is toxic, (b) is corrosive, (c) is irritant, (d) is a strong sensitizer, (e) is pyrophoric, flammable, ignitable or combustible, (f) is radioactive, (g) is explosive, (h) is reactive, or (i) generates pressure through decomposition, heat, or other means;
- 2) Any substance or mixture of substances that may cause personal injury or illness during or as a proximate result of any customary or reasonable foreseeable handling or use; or,
- 3) Any substance or mixture of substances that is defined or regulated by any applicable EHS Laws as hazardous including, but not limited to, hazardous substances, hazardous materials, toxic substances, hazardous wastes, carcinogens, reproductive toxins and the like.

I. Condition of Performance

- 1) Contractor agrees to comply with this Appendix as a condition of performance of this Order.

II. Specific Requirements

EHS Laws, BHTI Rules or accepted industrial practice may establish additional requirements, applicable to the work to be performed, which must be addressed in

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Contractor's EHS Program and complied with in accordance with Section I or this Appendix.

A. Accident/Incident Reporting/Investigation

- 1) Contractor will require its employees to immediately report to Contractor any accidents and incidents (including, but not limited to, illness, injury, fires, property damage or Hazardous Material spills) that occur on a BHTI facility.
- 2) Contractor agrees to notify BHTI as soon as possible, no later than one hour if possible, of any accidents and incidents.
- 3) Contractor will investigate accidents and incidents before the end of work day or shift, document the results of the investigation, prepare a corrective action plan, and verify completion of actions in a written report. BHTI may request a joint investigation and Contractor agrees to cooperate fully with such a joint investigation. Investigations must be diligently pursued and completed as soon as possible.
- 4) Contractor agrees to notify BHTI of any inspection by a governmental agency, before inspection begins.

Contractor agrees to maintain injury, illness and accident/incident data/information on the BHTI site where the work is being performed and agrees to provide BHTI with a monthly (or at any other mutually agreed frequency) report on injuries, illnesses and accident/incidents involving Contractor's employees. This report shall include information on total recordable and lost day cases and any other data as may be required by the BHTI site on which the work is being performed.

B. Confined Space

- 1) Contractor agrees that work requiring confined space entry shall comply with applicable EHS Laws and, at a minimum, comply with Title 29 of the United States Code of Federal Regulations (Section 1910.146 (29CFR §1910.146) or 29CFR §1926, as applicable, including, but not limited to, training entry permits, provision and use of required PPE, atmospheric monitoring devices, and rescue practices.
- 2) Contractor further agrees to follow BHTI's confined space guidelines as required.
- 3) If BHTI's confined space guidelines are not provided to Contractor with this Appendix, Contractor agrees to request same and review them with Contractor's Employees before beginning any work involving confined space.

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- 4) Contractor will provide its own equipment, including but not limited to, PPE and monitoring equipment, required for confined space work.

#### C. Contractor Incident Prevention Plan

- 1) Contractor will prepare a written Contractor Safety Prevention Plan (CSP). The CSP must include a description of how the work will be performed and be submitted to and approved by BHTI at least 24 hours prior to commencing such work.

#### D. Emergency Response

- 1) Contractor will train its employees on emergency response procedures, including, but not limited to, a description of the type of incident for which the BHTI Emergency Response Team (BERT) should be activated, the procedure to report an incident and activate the BERT, evacuation procedures, assembly areas and purposes/roles of the BERT and Contractor's ERT (if one exists).
- 2) BHTI agrees to provide reasonable information and assistance to Contractor to support Contractor's emergency response training.
- 3) Contractor agrees to notify BHTI prior to contacting a public agency regarding EHS matters on BHTI's site. This requirement is waived if prior notification to BHTI would cause a violation of EHS Laws or cause unreasonable delay in actions that are reasonably appropriate and necessary. In such cases, the notification to BHTI must occur as soon, as is practicable.
- 4) Contractor and BHTI may conduct joint training and drills if appropriate..
- 5) Should a contractor cause a chemical release or spill, the contractor must take immediate actions to prevent the material from entering storm drains or the environment. In the event that BHTI must intervene to assist or take over the clean up, the incurred costs will be billed to the vendor. Bell's security department must be notified at X 13333 or 817-2870-5356 in the event of a spill or release.

#### E. Equipment

- 1) Contractor will provide its own tools and equipment, including, but not limited to, personal protective equipment, respirators, rescue equipment, exclusivity and oxygen monitors, electrical safety testing equipment, and lifting equipment.
- 2) Equipment used by Contractor's employees performing work for and/or on a BHTI facility will be calibrated and maintained in accordance with standard industrial practice for each type of equipment which shall, at a minimum,

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include provisions designed to prevent injury/illness to persons using or in the vicinity of such equipment including, but not limited to, provisions for electrical shock protection and ergonomics.

- 3) Contractor agrees to provide to BHTI a copy of Contractor's calibration and maintenance standards. Contractor agrees that BHTI's review approval or requested amendment of said standards shall not relieve Contractor of its responsibility to provide safe equipment or its liability for any injuries/illnesses that result from use of such equipment.
- 4) Contractor will provide ground-fault circuit protection in accordance with EHS Laws.
- 5) Contractor will provide secondary containment for chemicals brought on to BHTI property and that will remain on Bell property for 2-days or greater.

#### F. Excavation and Trenching

- 1) Contractor will perform excavation and trenching in a safe manner, including, but not limited to, proper barricading, marking, lighting, shoring or sloping, in accordance with applicable EHS Laws.
- 2) Contractor will notify the BHTI Project Manager prior to opening any excavation or trench.
- 3) Contractor will take all necessary precautions, including requesting drawings and information from BHTI, to determine whether underground utilities, for example, sewer, water, electrical, telephone and natural gas lines, may be encountered and to avoid damage to any such lines.

#### G. Exposure Monitoring

- 1) Where the potential exists for Contractor's Employees to be exposed to hazardous material or physical hazards during performance of work, Contractor agrees to comply with applicable EHS Laws for exposure monitoring, and, at a minimum, comply with 29CFR 1910 including, but not limited to, 1910.1000 or 29CFR 1926, as applicable.
- 2) Contractor agrees to provide BHTI copies of all exposure monitoring and related documentation, upon BHTI's request.
- 3) Contractor agrees to provide, to BHTI's Medical Department within 24 hours of BHTI's request, a copy of any occupational medical information by a process that maintains employee confidentiality.

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- 4) Contractor agrees to allow BHTI to perform periodic work area air monitoring, during performance of project work (e.g., during certain maintenance or work on contaminated equipment or systems). BHTI agrees to notify Contractor and obtain written consent of any Contractor's employees to be monitored prior to performing personal air monitoring tests (i.e., tests designed to measure a specific person's potential exposure). BHTI agrees to report the results of such monitoring to Contractor. Contractor agrees to provide Contractor's employees with the results of such monitoring.

#### H. Fall Protection

- 1) Contractor will perform elevated work in a safe manner, including, but not limited to, use of protective barriers, use of harness and lanyard, proper selection of ladders, and proper design, installation and use of scaffolding, in accordance with applicable EHS Laws.
- 2) Contractor further agrees to follow BHTI's fall protection guidelines as required by the BHTI facility where work is being performed.
- 3) If BHTI's fall protection guidelines are not provided to Contractor with this Appendix, Contractor agrees to request same and review them with Contractor's employees before beginning any work requiring fall protection.
- 4) Contractor will provide its own equipment, including but not limited to barriers, safety harness and line, ladders and scaffolding required for elevated work.

#### I. First Aid

- 1) Contractor will provide first aid as required for Contractor's employees.
- 2) BHTI agrees to provide emergency first aid to the extent that such services are available at the BHTI site where the work is being performed.

#### J. Hazard Communication

- 1) Contractor will provide all hazard information, training and other communication to Contractor's employees required by applicable EHS Laws and, as a minimum in compliance with 29CFR 1910.1200 or 29CFR 1926.59 (relating to construction safety standards), as applicable.
- 2) BHTI may provide information to Contractor to support Contractor training of its employees in specific hazards, hazard labeling and emergency procedures in work areas under the control of BHTI.
- 3) BHTI will advise Contractor of known potential hazards on BHTI premises.

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## K. Hazardous Energies

- 1) Contractor agrees that work involving hazardous energies (including, but not limited to, electrical, mechanical, hydraulic, pneumatic, temperature, pressure or chemical) shall comply with applicable EHS Laws and, at a minimum, comply with 29CFR 1910 or 29CFR 1926 including, but not limited to, 1910.301-.399 and lock out and tag out procedures (29CFR 1910.147), as applicable.
- 2) Contractor further agrees to follow BHTI's hazardous energies guidelines, including, but not limited to; welding, electrical hot work, flame work, hot work permits, and lockout/tagout, as required by the specific site where work is being performed.
- 3) If BHTI's hazardous energies guidelines are not provided to Contractor with this Appendix, Contractor agrees to request same and review them with Contractor's Employees before beginning any work involving hazardous energies.

## L. Hazardous Material

- 1) Contractor agrees that Contractor and Contractor's Employees will not bring any Hazardous Material on a BHTI Facility, or perform work that may generate a Hazardous Material (i.e., hazardous waste) at an BHTI Facility, without knowledge of the BHTI Project Manager and prior written approval of BHTI's site EHS Department.
  - a. Contractor agrees to provide a written notice to BHTI that includes a list of Hazardous Materials and a copy of a current Hazardous Material Safety Data Sheet for each Hazardous Material at least seven (7) days prior to the commencement of work requiring the Hazardous Material.
- 2) In the event that Contractor or Contractor's employees bring Hazardous Materials on a BHTI facility, or perform work that may generate a Hazardous Material (i.e., hazardous waste) at a BHTI facility, Contractor agrees to comply with all applicable EHS Laws.
- 3) Items 1 and 2 above are not applicable to small quantities (less than 4 liters total and 1 liter in a single container) of Hazardous Materials provided that: the Hazardous Materials are totally consumed in the work or removed from the BHTI site at the end of work shift, without any emission, exposure to

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persons or other incident; and, the presence of the Hazardous Material on an BHTI facility would not create or add to any requirements for BHTI under applicable EHS Laws.

- 4) CONTRACTOR IS HEREBY NOTIFIED THAT HAZARDOUS MATERIALS ARE USED AT BHTI FACILITIES. If the work requires that Contractor's employees work in the vicinity of such materials, BHTI agrees to provide information to Contractor as required by EHS Laws. Contractor agrees to be solely and completely responsible for training Contractor's employees. Determination of the need for such training will be mutually agreed between BHTI and Contractor prior to Contractor's employees entering or working in or near areas containing BHTI's Hazardous Materials.

#### M. Hearing Conservation

- 1) Contractor will provide hearing protection to all Contractors' employees as required by applicable EHS Laws and, at a minimum, in compliance with 29CFR 1910.95 or 1926, as applicable.

#### N. Maintenance Procedures

- 1) Contractor will provide Contractor's employees detailed maintenance procedures that include necessary safety precautions. Where BHTI has site specific requirements, Contractor agrees to incorporate such requirements into its specific programs and documentation.
- 2) Contractor will erect and maintain, as required by existing conditions and performance of this Agreement, reasonable safeguards for safety and protection of persons or property. Such safeguards shall include, as appropriate but not be limited to: posting danger signs and other warnings against hazards, constructing barricades, promulgating and implementing safety rules and notification to owners and users of adjacent work locations.

#### O. Medical Monitoring

- 1) Contractor will provide its employees any and all medical monitoring required by applicable EHS Laws.

#### P. Nuisance

- 1) Except as required to perform an Order as specified, the Contractor will not create any nuisance or other condition, including but not limited to odors, fumes, dust, particulates or visible plumes, that may create injury or illness to or reasonable concerns by any person or interference with or stoppage of work.

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## Q. Personal Protective Equipment

- 1) Contractor will provide personal protective equipment (PPE) and adequate training for the use of PPE to all Contractors' employees as required by applicable EHS Laws and, at a minimum, in compliance with 29CFR 1910 or 1926, as applicable.
- 2) Contractor will ensure that proper PPE is provided for each task required for performance.
- 3) Contractor agrees to ensure that Contractor's employees wear required PPE.

## R. Project Work Site Orientation

- 1) If appropriate, BHTI will provide work-site orientation and basic safety familiarization as described below:
  - a. Introduction to the BHTI Facility;
  - b. BHTI Facility walk
  - c. Description of tasks that require certification of Contract's employees prior to performance of that task.
  - d. Description of task certification requirements for tasks identified in "c", above.
  - e. Accident/incident reporting policy;
  - f. Personal Protection Equipment (PPE) policy for areas of the BHTI facility where work will occur;
  - g. Basic hazard communication (HAZCOM) training regarding hazards that exist in areas of BHTI facility where work will occur.
  - h. Emergency procedures, including but not limited to, emergency phone numbers and evacuation routes.
  - i. Location of medical treatment facilities; and,
  - j. Location of critical shut-off locations (e.g., water, gas, electrical), and related notification and shut-off procedures.
- 2) Contractor will prepare and provide basic safety training to its employees, including, as applicable and necessary, but is not limited to:
  - a. Review of BHTI Orientation training.
  - b. Specific BHTI safety requirements;
  - c. Housekeeping.
  - d. Emergency Response, including role of BHTI;
  - e. Contractor's Emergency Response Teams, role of BHTI Security and reporting, and,
  - f. Contractors basic safety program, which shall include, as applicable, but not be limited to, ladder safety, fall protection, chemical storage

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and handling, fire prevention, lockout/tagout, ground confined space, flammable storage and handling, and electrical safety.

#### S. Respiratory Protection

- 1) Contractor agrees that work shall comply with the respiratory protection requirements of applicable law and, at a minimum, comply with 29CFR1910 or 1926, as applicable, including, but not limited to, training, medical monitoring, fit testing, and respirator care and maintenance.
- 2) Contractor further agrees to follow BHTI's respiratory protection guidelines as required by the BHTI facility where work is being performed.
- 3) Contractor's employees may be permitted to use, where available, and subject to prior written notice to and approval by BHTI, BHTI's installed breathing air supply system or portable breathing air system. Contractor agrees to provide Contractor's employees with respirators which are compatible (e.g., same connections) with BHTI's installed or portable breathing air system.
- 4) Contractor agrees to provide, at BHTI's request, written documentation of their respiratory protection program prior to commencement of work requiring respiratory protection.

#### T. Tasks Not To Be Performed

- 1) BHTI and Contractor agree to create, as necessary, a list of tasks that shall not be performed by Contractor's employees.
- 2) Contractor agrees to ensure that Contractor's employees do not perform any task listed pursuant to item T.1 above.

#### U. Waste

- 1) Contractor will use best efforts to, in the following priority order:
  - a. minimize the generation of waste materials in performance of the work
  - b. recycle waste materials generated in performing the work, including, but not limited to, recycling of paper, cardboard, glass, wood, metal and oil.
- 2) Contractor further agrees to provide to BHTI documentation of Contractor's efforts to minimize and recycle, upon BHTI's request.
- 3) Where work may result in the generation of Hazardous Material (i.e., hazardous waste), except for demimis quantities as described and in

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accordance with the conditions in Section II.L.3, Contractor agrees to notify BHTI prior to performing such work. Such work may include by way of example, but not limited to: cleaning of BHTI equipment or piping contaminated with Hazardous Material; changing lubricating oil; or, grinding or welding on equipment, piping or structures that may contain or be contaminated with Hazardous Material.

- 4) Contractor will evaluate waste generated by the work, as required by EHS Laws to determine if the waste is hazardous or not, and why, and to document findings. Contractor agrees to make such documentation available to BHTI upon request.
- 5) Contractor agrees that work shall comply with applicable EHS Laws regarding waste.
- 6) Contractor further agrees to follow BHTI's waste management guidelines as required.
- 7) If BHTI's waste management guidelines are not provided to Contractor with this Appendix, Contractor agrees to request same and review them with Contractor's employees before beginning work that may generate waste.

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