



**THE CONTRACT WITH THE BOEING COMPANY** is supplemented by the following additional clauses:

**1.0 General.**

1.1 In the event Seller or Seller's subcontractors or suppliers perform any On-Site Work, these additional terms and conditions shall apply with respect to that work.

1.2 These requirements also apply to On-Site Work performed on property owned or leased by Buyer and leased or subleased by Buyer to Seller or a subcontractor or supplier of Seller, to the extent that Buyer's employees are, or are expected to be, regularly or repeatedly involved in conjunction with employees of Seller, its subcontractors or suppliers in activities potentially creating environmental or safety issues, including but not limited to manufacturing activities, at such leased property.

1.3 Seller shall include these requirements and the Compliance with Laws clause of this Contract in each of its subcontractor and supplier contracts in support of the performance of Seller's obligations under this Contract.

**2.0 DEFINITIONS.**

For purposes of these Supplemental Provisions the below terms are as defined in the underlying Contract. If the terms are not defined in the underlying Contract these terms mean as defined in this Section 2.

2.1 "Buyer" or "Boeing" means The Boeing Company or any of its divisions, or The Boeing Company acting as agent for any of its affiliates, or wholly owned subsidiaries. All references in this Contract to The Boeing Company and any of its affiliates, divisions, or wholly owned subsidiaries shall mean "Buyer."

2.2 "Buyer Representative" means the Buyer employee or agent who has been designated as the Seller's point of contact at the Buyer's site.

2.3 "Contract" means the agreement between Seller and Buyer to which this On-site Environment, Health and Safety Supplemental Provisions (SP4) is attached and/or is incorporated into by reference.

2.4 "Environmental Laws" means all applicable federal, state and local laws, regulations, ordinances, standards, and other jurisdictional requirements (e.g. Department of Defense requirements on government owned/company operated locations) related to protection of the environment.

2.5 "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.

2.6 "Hazardous Material" means any material that is a "Hazardous Material" under 49 CFR 171.8 (DOT 49 CFR Subchapter C – Hazardous Materials Regulation, Definitions and Abbreviations) or a "Dangerous Good" under either the International Civil Aviation Organization Technical Instructions for the Safe Transport of Dangerous Goods by Air at Chapter 3, 3.1.1 (Definitions) or the International Maritime Organization Dangerous Goods Code at Chapter 2.0.1.1 (Definitions). In addition "Hazardous Material" is defined to include Hazardous Chemical, Hazardous Substances, Toxic Chemical, Hazardous Waste, and Waste.

2.7 "Hazardous Substances" means any material that is a "Hazardous Substance" under 42 USC §9601 (Comprehensive Environmental Response, Compensation and Liability Act - CERCLA) and 40 CFR Part 302, Designation, Reportable Quantities, and Notification, and as provided under any applicable state or local law. The term also includes petroleum and petroleum products, as well as any polychlorinated biphenyls ("PCBs"). "Hazardous Substance" is also any material that is a "Hazardous Substance" under 49 CFR 171.8 (Definitions and Abbreviations).

2.8 "Hazardous Waste" means any material that is a "Hazardous Waste" under 42 USC §6903 (Solid Waste Disposal Act, which, as amended, is also referred to as the Resource Conservation and Recovery Act - RCRA), and 40 CFR 260.10, and as provided under any applicable state or local law.

2.9 "Health and Safety Laws" means all applicable federal, state, and local laws, regulations, ordinances, standards, and other jurisdictional requirements (e.g. Department of Defense requirements on government owned/company operated locations) related to worker health and safety.

2.10 "On-Site Work" means any goods provided or to be provided or services performed or to be performed by Seller or its employees, subcontractors or suppliers under this Contract on property owned, operated, leased, occupied, or controlled by Buyer.

2.10.1 "Project" – A single activity or job, or a group of similar or related jobs.

2.11 "Seller" means the entity identified in the Contract who agrees to sell goods or services to Buyer and includes Seller's representatives, agents, successors, and permitted assigns.

2.12 "Solid Waste" means any material that is "Solid Waste" under 42 USC §6903 (Solid Waste Disposal Act, which, as amended, is also referred to as the Resource Conservation and Recovery Act - RCR), and 40 CFR 260.10, and as provided under any applicable state or local law.

2.13 "Toxic Chemical" means any toxic chemical listed in accordance with Section 313 of Title III of the Superfund Amendments and Reauthorization Act, and any chemical or chemical category listed in 40 CFR Part 372.

2.14 "Waste" means Hazardous Waste and/or other wastes regulated for disposal by any federal, state or local law, including but not limited to, universal waste, dangerous waste, special waste, Solid Waste, and any other regulated waste.

2.15 "Incident" means any unplanned event that results in or has the "potential to result" (i.e., near miss) in occupational injury/illness or environmental impact (refer to local or organizational guidance).

### 3.0 On-Site Work.

3.1 Seller's Sole Responsibility for Safety and Environmental Protection. Seller shall at all times be solely responsible to implement all aspects of safety and environmental protection of the On-Site Work, including initiating, maintaining, and supervising all safety and environmental precautions and programs in compliance with all applicable legal requirements and the additional requirements of the Contract. Such responsibility for safety includes, without limitation, the obligations set forth in Section 4.0 - Safety. Such responsibility for environmental protection includes, without limitation, the obligations set forth in Section 5.0 - Environmental Protection. Seller shall continuously inspect all On-Site Work, materials, and equipment, to discover the existence of any conditions that create a risk of bodily injury to persons or damage to property or the environment and shall be solely responsible for discovery and correction of any such conditions.

3.2 No Buyer Responsibility for Seller's Safety or Environmental Performance. Buyer shall have no responsibility for the safety or environmental performance of Seller or Seller's subcontractors or suppliers in performing their On-Site Work, or any aspect of safety or environmental protection in connection with that work, including all safety and environmental precautions and programs of Seller.

3.3 Seller shall cooperate and coordinate with Buyer, Seller's subcontractors and suppliers, and other contractors and their subcontractors and suppliers performing On-Site Work as necessary regarding safety and environmental protection matters.

3.4 On-Site Work Requirements. When On-Site Work is performed Seller shall comply, and shall ensure that its subcontractors and suppliers comply with requirements in the Contract and Buyer's Service Provider Manual, Boeing Manual Form F70115, current version as may be revised by Buyer from time to time. Site-specific requirements added to section 6.0 of the Boeing Service Provider Manual shall be considered part of the Boeing Manual and are hereby incorporated by reference into the Contract.

3.5 Requirements set forth in the Boeing Service Provider Manual are not intended to be all inclusive. The presence or absence of a specific requirement in the Boeing Service Provider Manual does not relieve the Seller from its obligations under this Contract (including but not limited to compliance with applicable law) nor prohibit Buyer from providing additional requirements when warranted by the On-Site Work.

3.6 Seller and its subcontractors and suppliers shall supplement any requirements of the Boeing Manual (including any site-specific requirements) in their safety and environmental plans as necessary and appropriate to ensure safety and environmental protection.

3.7 By providing requirements in these Supplemental Provisions, the Boeing Manual or through additional requirements when warranted by the work, or by providing consultation or assistance to Seller, Buyer assumes no control or responsibility whatsoever for any aspect of the On-Site Work which shall remain solely with Seller.

3.8 Observations. Buyer personnel may, but are not required to, visit the On-Site Work area at any time to observe Seller's performance under the Contract. Seller recognizes and agrees that any such visits or observations will neither relieve Seller of its sole responsibility for all aspects of safety and environmental protection in connection with the On-Site Work, nor create or constitute actual control or the right to control such safety or environmental performance by Buyer. Neither Buyer's observations or visits, nor any actions or inactions during or as a result of such visits or observations, shall give rise to a

duty, responsibility, or liability of Buyer to the Seller, any subcontractor or supplier, or any of their agents or employees.

3.9 Review of Plans. Review of any safety or environmental plan or component thereof, required to be developed by Seller, shall not:

- i. Relieve in any manner Seller of its sole responsibility for safety and environmental protection in connection with its On-Site Work.
- ii. Be construed as limiting in any manner Seller's obligation to initiate, maintain and supervise safety and environmental precautions and programs necessary or required to provide safe and environmentally protective working conditions at the On-Site Work area.
- iii. Indicate Buyer's control over the manner in which Seller performs its work or supervises its employees.
- iv. Create any liability for Buyer.

3.10 Safety and Environmental Representative. Seller shall appoint and identify in Safety Plan, a competent safety and environmental representative with full authority to coordinate, implement, and enforce Seller's project-specific safety and environmental plans and shall authorize such representative to devote whatever time is necessary to properly perform such duties. The representative shall attend all safety meetings and participate fully in all activities outlined in Seller's project-specific safety and environmental plans.

3.11 Incident Reports. For emergencies and significant incidents, including near misses, follow up immediate verbal notification with a written report within eight (8) hours or by the end of the shift, whichever is sooner. Written reports shall be provided to the Buyer Representative. Seller shall maintain accurate reports of such incidents and shall furnish to Buyer a copy of any report prepared pursuant to any applicable law.

3.12 Radio Frequency. If Seller delivers any Goods that emit radio frequency energy or Seller and Seller's subcontractors or suppliers perform any on-site services that require the use of radio frequency energy or devices (excluding the use of commercial cellular telephones), Seller shall comply with applicable laws pertaining to the radio frequency certification and/or verification of regulatory conformance, and upon request Seller shall provide to the Buyer proof of such certification or the regulatory conformance test report. For the purposes of this Contract radio frequency equipment is defined as any device which in its operation is capable of emitting radio frequency energy by radiation, conduction, or other means, including but not limited to transmitters, receivers, or other intentional, unintentional or incidental emitters of radio frequency signals, excluding the use of commercial cellular telephones.

#### **4.0 Safety.**

4.1 Safety Programs and Plans. Although Seller has sole responsibility for safety in connection with the On-Site Work, Buyer has responsibility for the safety of its own employees. Accordingly, before beginning the On-Site Work, Seller shall develop written project-specific safety plans in detail commensurate with the nature of the On-Site Work.

4.2 Such plans shall describe anticipated hazards and control methods Seller will employ to provide adequate safeguards for all personnel performing the On-Site Work, On-Site Work area invitees, Buyer's agents and employees, and the public. Seller's project-specific safety plans shall be made readily available at the work area.

4.3 Seller shall submit such plans to Buyer, upon request, for Buyer review.

4.4 Seller shall adhere to its project-specific safety plans and ensure that all of its subcontractors and suppliers performing On-Site Work adhere to the Seller's project-specific safety plans.

4.5 Payment for Emergency Services. When any employee of Seller or any of its subcontractors or suppliers on site, who is engaged in any activity related to the On-Site Work, requires the services of an ambulance, physician, hospital, or other provider, Seller shall pay, or arrange for such subcontractor or supplier to pay, all charges for any such services directly to the provider of such services.

4.6 Excavation. When excavating below 12 inches 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 Buyer of any identified utilities not shown on existing site drawings. Once all 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.

## 5.0 Environmental Protection.

5.1 Known Work Area Hazardous Materials. Before On-Site Work is commenced, Seller shall obtain from Buyer information regarding the existence of any known asbestos, petroleum, PCBs, or other Hazardous Materials in a hazardous condition at the Site that may present a risk to persons in or around the work area.

5.2 Asbestos Use Prohibited. No material containing asbestos may be used or installed without the prior written permission of the Buyer Representative. When requested by Buyer, Seller shall provide written verification that no materials containing asbestos have been used or installed as part of the work. If asbestos containing material has been permitted by Buyer, Seller shall, when requested by Buyer, provide a written statement identifying specifically where asbestos-containing material has been used or installed.

5.3 PCBs Use Prohibited. No material containing PCBs may be used or installed without the prior written permission of the Buyer Representative. When requested by Buyer, Seller shall provide written verification that no materials containing PCBs have been used or installed as part of the work. If PCBs containing material has been permitted by Buyer, Seller shall, when requested by Buyer, provide a written statement identifying specifically where PCBs-containing material has been used or installed.

5.4 Asbestos. Except as expressly provided in the Contract (e.g. a Statement of Work for Asbestos Abatement Work) work activities that would result in disturbing asbestos-containing materials or otherwise result in asbestos particles becoming airborne shall not be performed by the Seller or any of its subcontractors or suppliers. If, in the course of the work at the Site, Seller or any of its subcontractors or suppliers encounters any suspect material (materials of the type and age that could contain asbestos and

have not been determined to asbestos-free), Seller shall immediately suspend work in the area affected and immediately report the condition to Buyer in writing. The work in the affected area shall not be resumed except by written agreement of the Buyer Representative and Seller. The work in the affected area shall be resumed in the absence of the asbestos or when the hazardous condition has been made safe through engineering or administrative controls. It is contemplated by the parties that if asbestos abatement in the area is necessary, Buyer will contract with the appropriate abatement contractor to perform that work.

5.5 Other Hazardous Materials. Except as expressly provided in the Contract (e.g. a Statement of Work for Lead Abatement Work) if, in the course of the On-Site Work, Seller or any of its subcontractors or suppliers encounters materials reasonably believed to be petroleum, PCBs, or other Hazardous Materials, which were not previously disclosed by Buyer and which could present a risk to persons in or around the area or which may result in a release to the environment, Seller shall immediately suspend the work in the area affected and immediately report, in writing, the condition to Buyer. The work in the affected area shall not be resumed except by written agreement of Buyer Representative and Seller. The work in the affected area shall be resumed in the absence of the Hazardous Material or when the hazardous condition has been made safe through engineering or administrative controls. It is contemplated by the parties that if remediation of the area is necessary, Buyer will contract with the appropriate remediation contractor to perform the remediation.

5.6 Waste Management Plan. If Seller or its subcontractors or suppliers expect to generate Waste in performance of the work, Seller shall develop a written waste management plan (for hazardous and non-hazardous waste) prior to the start of On-Site Work. Upon request by the Buyer, Seller shall provide to Buyer a copy of the plan for review and acceptance by Buyer Representative. If additional or unanticipated amounts or types of Waste/materials are generated or encountered on-site, Seller shall advise the Buyer Representative as soon as possible and manage that Waste/material on site as directed by the Buyer Representative.

5.7 Wastewater Handling and Stormwater Management. If Seller or any of its subcontractors or suppliers expect to produce wastewater in performance of the On-Site Work, including but not limited to water produced in subsurface dewatering, or expect to handle Hazardous Materials or other pollutants in an area that may be exposed to stormwater, Seller shall develop a written plan for handling such wastewater or stormwater. Both the control and discharge of wastewater and/or stormwater shall be addressed in Seller's plan. The plan shall be drafted to adhere to applicable law and the Buyer's site's Stormwater Pollution Prevention Plan, National Pollution Discharge Elimination System Permit (NPDES), and Sanitary Sewer System Discharge Permit, as applicable. The Buyer Representative will inform Seller of such permit requirements. Seller and its subcontractors and suppliers shall adhere to the plan. Upon request by the Buyer, Seller shall provide to Buyer a copy of the plan for review and acceptance by Buyer Representative.

5.8 Air Pollution Control.

5.8.1 If Seller or any of its subcontractors or suppliers expects to produce emissions of any air pollutant or contaminant in the performance of the On-Site Work, Seller shall develop a written plan for minimizing such emissions. Such plan shall be drafted to ensure compliance with all applicable laws and any applicable requirements of any orders, permits, or approvals issued to or in the name of Buyer, including but not limited to any applicable Air Operating Permit. The Buyer Representative will inform Seller of such applicable requirements. Seller and its subcontractors and suppliers shall adhere to the plan. Upon request by the Buyer, seller shall provide to Buyer a copy of the plan for review and acceptance by Buyer Representative.

5.8.2 Seller shall provide to the Buyer Representative (1) copies of its Air Operating Permits or registrations for any permitted or registered equipment that is operated on site and (2) no later than completion of the project, copies of usage logs, if required.

5.9 Emergency Response and Reporting of Spills or Releases.

5.9.1 If Seller or any of its subcontractors or suppliers expects to bring, use, produce, encounter or handle any Hazardous Materials on site, Seller shall notify the Buyer Representative and shall obtain from the Buyer Representative information regarding the applicable plans and procedures for emergency response to spills or releases of Hazardous Materials. Seller and its subcontractors and suppliers shall undertake immediate response to incidental spills or releases to contain the spill or release, where the substance can be absorbed, neutralized, or otherwise controlled to prevent spreading, but only to the extent such response can be undertaken without posing a physical danger to the responding personnel or others nearby.

5.9.2 When the Seller, or any of its subcontractors or suppliers discovers a spill or release, whether or not Seller or any of its subcontractors or suppliers undertakes such response, the Seller, subcontractor, or supplier shall immediately notify (1) the Buyer's emergency response personnel identified in the Buyer emergency response plans and procedures and (2) the Buyer Representative. Unless the duty to report any such spills or releases to a government agency is imposed by law directly on the Seller or its subcontractor or supplier, the Buyer Representative shall perform such reporting. Seller and its subcontractors and suppliers shall cooperate fully with the Buyer Representative in ensuring timely and complete reporting and response. If Seller or its subcontractor or supplier is itself required by law to report a spill or release, then Seller or its subcontractor or supplier undertaking such report shall immediately inform the Buyer Representative in detail regarding such report.

5.10 Nuisance and Polluting Activity Prohibited. Polluting, dumping, or discharging of any harmful, noxious, or regulated materials (such as concrete truck washout, vehicle and equipment maintenance fluids, residue from saw cutting operations, Waste and Hazardous Materials) into the building drains, storm drains, streams, waterways, holding ponds or to the ground surface shall not be permitted. Further, Seller shall conduct its activities and ensure that its subcontractors and suppliers conduct their activities in such fashion to avoid creating any nuisance conditions, including but not limited to suppression of noise and dust, control of erosion, and implementation of other measures as necessary to minimize the off-site effects of work activities.

5.11 Environmental Indemnification. Seller shall indemnify and hold harmless The Boeing Company, its subsidiaries, affiliates, and their directors, officers, employees, and agents from and against:

- i. all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, fines, penalties, forfeitures and damages, of any kind and nature whatsoever (hereinafter "Claims"),
- ii. any expenses incurred in connection with the investigation or monitoring of environmental conditions,
- iii. any clean up costs or other expenses incurred in connection with any cleanup, containment, remedial, removal, or restoration work, to the extent necessary under applicable law, and
- iv. expenses, costs of litigation and counsel fees related thereto or incident to establishing the right to indemnification,

to the extent in connection with the performance of On-Site Work, such Claims, costs, expenses, or fees arise out of an act or omission by Seller or any of its subcontractors or suppliers that (1) results in the release, or threatened release into the environment, of any pollutants or contaminants, Hazardous Material, Hazardous Substances, Hazardous Chemicals, Toxic Chemical, Wastes (as those terms are defined herein and/or under any applicable law), or (2) constitutes a violation of Environmental Laws. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to or provided by Seller or any subcontractor or supplier thereof.

If any part of this paragraph 5.11 is or becomes void or unenforceable by law in any jurisdiction, the remainder shall be valid and enforceable and shall be liberally construed in order to effectuate the purpose and intent of this paragraph 5.11, and the invalidity or unenforceability of any part of this paragraph 5.11 in any jurisdiction shall not affect the validity or enforceability of this provision in any other jurisdiction. If any part of this paragraph 5.11 is held to be void or unenforceable, such part shall be reformed only to the extent necessary to make it enforceable.

## **6.0 Compliance and Cooperation Regarding Orders, Permits and Approvals and Applicable Laws.**

6.1 Seller's Permits. If the On-Site Work of the Seller or its subcontractors or suppliers requires a new permit, the Seller shall work with the Buyer Representative to ensure that an appropriate permit application is completed. Any permit application prepared by the Seller shall be submitted to the Buyer Representative for review before it is submitted to a government agency. Unless otherwise directed by the Buyer Representative, the Seller must be listed as the permittee or co-permittee on the permit if the state in which the permit is issued allows contractors to serve as permittees in conjunction with or in lieu of the owner of the site.

6.2 Compliance with Buyer's Orders, Permits and Approvals and Applicable Laws. For avoidance of doubt, it is understood and agreed that Seller's obligation to comply with all laws as set forth in the Contract shall include without limitation compliance with all Environmental Laws and all Health and Safety Laws and the provisions of all orders, permits, approvals, or other government directives, now or hereafter held by, or issued to or in the name of Buyer, which are applicable to Seller's performance under this Agreement. Such orders, permits and approvals include without limitation those issued under Environmental Laws and Health and Safety Laws. In addition, Seller shall not take, nor allow any of its subcontractors or suppliers to take, any action that would hinder Buyer's ability to comply with the provisions of any order, permit or approval applicable to Buyer's operations.

6.3 Reporting Under Applicable Laws, Orders, Permits and Approvals. To the extent that Buyer is required under Environmental Laws or Health and Safety Laws or any order, permit or approval issued thereunder, to report or otherwise provide to any governmental authority or agency or Buyer's employees, any information or data (including but not limited to the status of compliance and/or performance under any such laws, requirements, orders, permits or approvals) and such information or data relates in any way to Seller's performance under this Agreement, Seller shall upon request of Buyer promptly provide to Buyer any such information or data. Upon request of Buyer, a Seller responsible official shall also certify to Buyer that the information or data provided is true, accurate and complete, and that such performance was during the relevant period in compliance with the applicable provisions of the relevant Environmental Laws, Health and Safety Laws, orders, permits and approvals. If Buyer's request sets out a periodic schedule and/or format for the provision of any such information or data to Buyer, Seller shall adhere to that schedule and/or format.

6.4 Transfer of Buyer's Orders, Permits and Approvals. In the event that any order, permit or approval now or hereafter held by, or issued to or in the name of Buyer, contains provisions applicable to Seller's performance under this Agreement, Seller shall, upon request of Buyer, accept transfer of the



order, permit or approval or that portion thereof applicable to such performance, along with any other provisions that the issuing governmental authority may lawfully require be contained therein as a condition of the transfer. This obligation includes without limitation, an obligation on the part of Seller to diligently cooperate with Buyer in applying to the relevant governmental authority for, and diligently pursuing, such transfer.

6.5 Seller's Acquisition of Independent Orders, Permits or Approvals. In the event that any order, permit or approval now or hereafter held by, or issued to or in the name of Buyer, contains provisions applicable to Seller's performance under this Agreement, Seller shall, upon request of Buyer, apply for, diligently pursue, and accept issuance of an independent order, permit or approval containing those provisions applicable to such performance and any other provisions that the issuing governmental authority may lawfully require be contained therein.

6.6 Seller's Cooperation in Applying for and Pursuing Additional Orders, Permits or Approvals. If Buyer determines in its sole discretion that any additional order, permit or approval is necessary or desirable for its purposes, and such order permit or approval might contain provisions applicable to Seller's performance under this Agreement, Seller shall, upon request of Buyer, cooperate with Buyer in the application for, and diligent pursuit of such order, permit or approval.