

MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT is made this 18th day of December 2013 by and between **IBERDROLA USA MANAGEMENT CORPORATION**, a Delaware Corporation, with offices located at 89 East Avenue, Rochester, New York 14649 (hereinafter, "IUMC") and [REDACTED] (hereinafter, "Supplier" or "Contractor"). IUMC and Supplier may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, IUMC is authorized to assist the utility operating company subsidiaries of Iberdrola USA identified in Schedule A, attached hereto and made part hereof, in procuring certain services that they may require from time to time in the operations of their respective businesses, including the services described in Schedule B, attached hereto and made part hereof (the "Services"); and

WHEREAS, the Supplier states that it is an established and well-known provider of the Services possessing the skills, qualifications, and experience necessary to perform and manage such Services in an efficient, cost-effective, and controlled manner, with a high degree of quality and responsiveness, and that it has successfully performed similar services for other customers and is willing to provide the Services to the utility operating company subsidiaries of Iberdrola USA in accordance with the terms and conditions of this Agreement; and

WHEREAS, in reliance upon such statements and following its review of Supplier's proposal and negotiation of business terms, IUMC has selected the Supplier as a vendor-of-choice for the Services, which shall be procured and awarded in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Supplier and IUMC hereby agree as follows:

1. DEFINITIONS

As used in this Agreement:

- (a) "Affiliate" shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term "Control" and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- (b) "Company" shall mean the Affiliates of IUMC specified in Schedule A, attached hereto and made part hereof.

- (c) "RFP" shall mean a request for proposal for the Services which shall include a reasonably detailed description of the Services required by the Company(ies).
- (d) "Services" shall mean the services described in Schedule B, attached hereto and made part hereof.
- (e) "Terms and Conditions" shall mean the terms and conditions governing the performance of the Services and related matters pursuant to a Purchase Order, the form of which is set forth in Schedule C, attached hereto and made part hereof.
- (f) "Purchase Order" shall mean a purchase order issued by IUMC or a Company in accordance with this Master Agreement.
- (g) The "Effective Date" shall mean January 1, 2014.
- (h) "Term" shall mean the term of this Master Agreement, as extended or terminated early in accordance with this Master Agreement.
- (i) "Small Business Concern" as defined by the Small Business Administration, shall mean a business that is independently owned and operated and which is not dominant in its field of operation. The law also states that in determining what constitutes as small business, the definition will vary from industry to industry to reflect differences accurately.

2. **PROCESS FOR AWARDING SERVICES**

2.1 IUMC agrees that, upon a request made to IUMC by a Company for assistance in procuring Services, IUMC shall, on its own or with the assistance of the Company(ies) requiring the Services, take either of the steps delineated in subsections (a) or (b) toward procuring Services from the Supplier:

(a) Issuance of Purchase Order. IUMC or the Company(ies) requesting the Services shall issue to the Supplier duplicate originals of a Purchase Order for the Services incorporating: (i) a scope of work consistent with the standards set forth in Schedule B, (ii) the Terms and Conditions set forth in Schedule C, and (iii) and the pricing terms set forth in Schedule D. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

OR

(b) Issuance of an RFP. (i) IUMC or the Company(ies) requesting the Services shall issue an RFP to the Supplier. Within the time period specified in the RFP, Supplier shall issue a written proposal to IUMC, or if so directed, to the Company specified in the RFP, setting forth: (1) a detailed description of the Services to be provided by the Supplier, consistent with the scope and other requirements specified in the RFP, and (2) Supplier's fees and charges for

completing the Services, which Supplier warrants will be calculated in accordance with the pricing terms set forth in Schedule D, attached hereto and made part hereof.

(ii) Within the time period specified in the RFP, IUMC and/or the Company(ies) shall review the Supplier's proposal. If IUMC and the Company(ies) requiring the Services, in their sole and absolute discretion, determine that they wish to award a contract for Services and thereupon select the Supplier's proposal, the Company shall forward duplicate original Purchase Orders for the Services (conforming with the requirements of Section 2.1(a), above, but also incorporating the Supplier's proposal) to the Supplier at the address specified in Section 6.1, below. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

2.2 (a) Notwithstanding anything to the contrary in this Agreement or in any Purchase Order or RFP issued hereunder, IUMC makes no representation or warranty that IUMC or any Company(ies) will issue any Purchase Orders or RFP's, or any minimum dollar volume of Purchase Orders or RFP's, during the Term of this Master Agreement. IUMC or the Company(ies) requesting Services may terminate a Purchase Order or RFP for such Services at any time, without penalty or other obligation, prior to commencement of performance of the Services by Supplier in accordance with the terms therein.

(b) Supplier acknowledges and agrees that the issuance of an RFP, Purchase Order, or other document pursuant to this Article 2 by IUMC or any Company shall not constitute an offer by IUMC or any Company to purchase Services, and that an enforceable agreement for Services shall result only when an authorized Purchase Order for such Services, processed in accordance with this Article 2, is issued to Supplier by IUMC or a Company and accepted by the Supplier.

(c) Supplier further acknowledges that each Purchase Order processed in accordance with this Article 2 and issued to Supplier by IUMC or a Company and accepted constitutes a separate and distinct contract for the particular Services set forth in the Purchase Order and shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions);
- (ii) The Terms and Conditions attached hereto as Schedule C, as they may be amended or modified for the particular Purchase Order;
- (iii) The Scope of Services document attached hereto as Schedule B, as it may be amended, modified or supplemented for the particular Purchase Order; and
- (iv) This Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), and (iv), above.

3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS

3.1 (a) Supplier agrees that pricing, fees, pass-throughs, and other charges set forth in Schedule D will be incorporated into and used as the basis for all pricing, fees, pass-throughs, and other charges in: (i) any proposal issued by Supplier hereunder, and/or (ii) any Purchase Orders pursuant to this Master Agreement.

(b) Supplier agrees that the pricing terms set forth in Schedule D shall be fixed for the time period specified in such Schedule and shall not be subject to increase except as expressly specified in such Schedule.

3.2 (a) Supplier agrees that, in calculating any discounts or adjustments to prices, fees, pass-throughs, and charges set forth in Schedule D that are based upon volumes or quantities of Services awarded to Supplier, Supplier shall include in such calculation the volumes or quantities of Services for all Purchase Orders issued by IUMC or any Company(ies) during the relevant time period.

(b) Within thirty (30)-days following each anniversary of the Effective Date of this Master Agreement, Supplier shall forward to IUMC a draft reconciliation statement showing Supplier's calculation of any rebates or refunds payable as a result of the total value of all Purchase Orders for Services executed by the Company(ies) with the Supplier during the preceding calendar year. IUMC shall review the reconciliation statement and will notify Supplier of any comments they may have with respect thereto within thirty (30)-days of their receipt thereof. Supplier shall pay to IUMC the undisputed portion of any rebates or refunds due the Company(ies) under executed Purchase Orders for Services within five (5) business days following the earlier of: (i) Supplier's receipt of the comments of IUMC and Company(ies), and (ii) the thirty (30) day period referenced in the immediately preceding sentence.

4. NO GUARANTY; HOLD HARMLESS

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Master Agreement, any subsequently issued RFP, or in any Purchase Order between Supplier and any Company(ies), that with respect to any Purchase Order for Services issued by any Company(ies) pursuant to this Agreement:

- (a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Services rendered by Supplier pursuant to such Purchase Order shall be solely for the account of such Company(ies), and neither IUMC nor any other Company(ies) shall be considered a guarantor or surety of any charges, fees, and expenses arising under such Purchase Order;
- (b) All communications, notices, invoices, and reports resulting from Services rendered by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company(ies) identified in such Purchase Order;
- (c) Supplier covenants not to sue IUMC or any other Company(ies), for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and
- (d) Supplier shall hold IUMC and the other Company(ies) and their respective employees, agents, officers, shareholders, and directors harmless from and against any and all damages or liabilities arising from or attributable to, directly or indirectly, the performance, non-performance, or other acts of the Company(ies) and its employees, agents, or representatives pursuant to such Purchase Order.

5. TERM

- 5.1** This Master Agreement shall remain in effect until terminated according to section 5.2 below.
- 5.2** (a) IUMC may terminate this Master Agreement at any time and for any or no reason upon thirty (30) days' prior written notice. Upon the effective date of termination specified in IUMC's termination notice: (i) all RFP's, proposals, and Purchase Order for which Supplier has not begun to deliver the Services shall be deemed canceled, unless otherwise agreed in writing by the Company(ies) requesting or issuing such RFP's, proposals, and/or Purchase Orders, and (ii) this Master Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations arising under any Purchase Orders for which Supplier has already begun to provide Services. IUMC shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFP's, proposals, or Purchase Orders that are in process but for which provision of Services has not begun upon the effective date of termination of this Master Agreement by IUMC.

(b) Termination of this Master Agreement by IUMC shall not effect, or result in, termination of any Purchase Orders issued by IUMC or a Company and for which Supplier has begun to deliver Services prior to the effective date of termination set forth in IUMC's termination notice; provided, however, that this subsection (b) shall not constitute a waiver or relinquishment of any right of termination of any Company pursuant to the terms and conditions of such Purchase Orders.

6. GENERAL

- 6.1 Notices. All notices, requests, demands, and determinations under this Master Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 6.1, or (iv) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to Party at the address(es) specified in Schedule F. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.
- 6.2 Governing Law. This Master Agreement and performance under it shall be governed by and construed in accordance with the laws of State of New York; as such laws are applied to contracts between residents that are entered into and to be performed entirely within New York.
- 6.3 Binding Nature and Assignment. This Master Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, except that IUMC may assign this Master Agreement and its rights and obligations hereunder to an Affiliate without the approval of the Supplier, but on prior written notice.
- 6.4 Entire Agreement: Amendment. This Master Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Master Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.
- 6.5 Counterparts. This Master Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties hereto.
- 6.6 Headings. The article and section headings and the table of contents used

herein are for reference and convenience only and shall not enter into the interpretation hereof.

- 6.7** Relationship of Parties. Supplier is not an agent of IUMC and has no authority to represent the IUMC as to any matters, except as expressly authorized in this Master Agreement.

IN WITNESS WHEREOF, IUMC and Supplier have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first given above.

IUMC



Signature

Kevin E Walker

Print Name

COO

Title

1-21-14

Date

SUPPLIER



Signature

Israel Cuyler

Print Name


PRESIDENT

Title

12 JANUARY 2014

Date

IUMC



Signature

Jose Maria TORRES

Print Name

CFO

Title

1/22/14

Date

SCHEDULES:

- Schedule A: Companies
- Schedule B: Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Performance Measures
- Schedule F: Notices
- Schedule G: Insurance Requirements

SCHEDULE A

Companies

New York State Electric & Gas Corporation (NYSEG)
18 Link Dr
Binghamton, NY 13904

Rochester Gas and Electric Corporation (RGE)
89 East Avenue
Rochester, New York 14649

SCHEDULE B

Services

The Supplier is to provide janitorial services and consumables throughout the NYSEG and RGE facilities as outlined below and in Schedule D.

IUSA Routine Janitorial Work Schedule		
JANITORIAL TASKS	TYPE 1	TYPE 2
Common Spaces and Corridors		
Trash removal and replace liners	5X Week	3X Week
Clean glass entry doors thoroughly	5X Week	3X Week
Dust and damp mop hard surface floors	5X Week	3X Week
Polish bright work	1X Week	1X Week
Spot clean carpet	3X Week	1X Week
Spot clean glass display cases	5X Week	3X Week
Spot clean glass sidelights	5X Week	3X Week
Vacuum carpeting and mats (Nov-Apr)	5X Week	3X Week
Vacuum carpeting and mats (May-Oct)	3X Week	2X Week
Spot clean walls, switch plates, frames, doors	1X Week	2X Month
Dust low areas (baseboards, sills, ledges, furniture)	1X Week	2X Month
Replace or hot water extract walk off mats (Nov-Apr)	1X Week	2X Month
Replace or hot water extract walk off mats (May-Oct)	1X Month	1X Month
Dust high reach areas (pictures, vents, door frames)	1X Month	1X Month
Open Office Areas/Hardwall Office		
Trash removal and replace liners	5X Week	3X Week
Remove recycle items from container	3X Week	2X Week
Vacuum carpet traffic lanes	1X Week	1X Week
Fully vacuum all carpeted floors	2X Month	2X Month
Dust and spot mop hard surface floors	5X Week	3X Week
Damp mop all hard surface floors	1X Week	1X Week
Dust low areas (sills, ledges, partition top)	1X Week	2X Month
Spot clean walls, switches, doors, partition glass	1X Week	1X Month
Dust and spot clean horizontal surfaces	2X Month	1X Month
Dust baseboards in accessible areas	1X Month	1X Month
Dust high reach areas (pictures, vents, moldings)	1X Month	1X Month
Clean and disinfect telephones	1X Week	2X Month
Executive Office Areas		
Trash removal and replace liners	5X Week	3X Week
Remove recycle items container	3X Week	2X Week
Dust mop and spot mop hard surface floors	5X Week	3X Week
Spot clean all surfaces removing spills/fingerprints	5X Week	3X Week
Spot clean carpeted surfaces	5X Week	3X Week
Spot clean glass	5X Week	3X Week
Vacuum carpeted floors	5X Week	3X Week
Dust horizontal surfaces	1X Week	2X Month
Vacuum/whisk fabric furniture	1X Month	1X Month
Clean and disinfect telephones	1X Week	2X Month
Conference and Training Rooms		
Trash removal and replace liners	5X Week	3X Week

Dust and spot clean furniture	5X Week	3X Week
Spot clean carpets and spot vacuum	5X Week	3X Week
Spot clean walls, light switches, doors, glass	5X Week	3X Week
Dust and damp mop hard surface floors	1X Week	1X Week
Fully vacuum carpets	1X Week	1X Week
Dust horizontal surfaces and low areas	1X Week	1X Week
Dust high reach areas	1X Month	1X Month
Clean and disinfect telephones	1X Week	2X Month
Cafeteria/Lunchrooms		
Trash removal and replace liners	5X Week	3X Week
Damp wipe tables tops with germicidal cleaner	5X Week	3X Week
Dust and damp mop hard surface floors	5X Week	3X Week
Spot clean carpets	5X Week	3X Week
Vacuum carpet	1X Week	3X Week
Damp wipe chairs	1X Week	2X Month
Dust low areas (sills, ledges, chairs, table legs)	1X Week	1X Month
Buff hard surface floors	1X Week	1X Month
Restrooms/Locker Rooms		
All toilets and urinals to be cleaned	5X Week	3X Week
Trash removal and replace liners	5X Week	3X Week
Clean and disinfect fixtures, counters, showers	5X Week	3X Week
Spot clean partitions, walls, light switches, doors	5X Week	1X Month
Clean mirrors	1X Week	1X Month
Dust locker tops	1X Month	1X Month
Wash partitions	1X Month	1X Month
Fitness Rooms		
Trash removal and replace liners	3X Week	3X Week
Spot clean exercise equipment	1X Week	1X Week
Vacuum carpeted floors	1X Week	1X Week
Spot clean walls, light switches, doors	1X Week	1X Month
Dust low areas(sills, ledges)	1X Week	1X Month
Dust high reach areas (pictures, vents, moldings)	1X Month	1X Month
Stairs, Stairwells, Elevators		
Clean and polish elevator bright metal work	5X Week	3X Week
Clean floor surface of elevator cab	5X Week	3X Week
Sweep and spot mop main hard surface stairwells	1X Week	1X Week
Vacuum carpeted stairs	1X Week	1X Week
Dust hand rails and ledges in exit stairwells	1X Month	1X Month
Office Storage, Supply and Copier Rooms		
Trash removal and replace liner	3X Week	1X Week
Dust and spot mop hard surface floors	1X Week	1X Week
Vacuum carpet	1X Week	1X Week

The Supplier shall be responsible for all of the cleaning products, disinfectants and general consumables, as well as tools and manual or mechanical equipment required to properly complete the work.

JANITORIAL CONSUMABLES

Product Description
TOWEL 8 X 800 FT KC or equivalent
FOLD WAUSAU ECOSOFT NATURAL WHITE or equivalent
HAND SANITIZER REFILL GOJO PURELL or equivalent
TOILET TISSUE 4X4 1PLY KC reliable standard white or equivalent
TOILET TISSUE 3.55X1000 FT or equivalent
TOILET Seatcover 15"x18" 1/2Fold or equivalent
2 PLY JRTVSPACE SAVER WHT 12/CS or equivalent
SANITARY NAPKINS VENDING MACH
T-500 TAMPON TAMPAX ORIG REG or equivalent
SANITARY CAN LINER WAX
Sanitary Napkin Bag 4x2x8.75
GoJo Orange Pump HAND SOAP or equivalent
GoJo Multi Duty 5000ML Soap or equivalent
GoJo Supro Heavy 5000ML Soap or equivalent in non-office areas
GoJoOrange Pumice Soap 14 oz or equivalent in non-office areas
Powdered Borax Soap or equivalent in non-office areas
Solution Depot #5 64 oz per container
DEODORIZER LEMON 4/CS
4F CONE CUP 4 OZ GENPAK
PAPER WATER ROLLED EDGE WHITE
U22986 NEUTRALIZER 32OZ misco refresh malodor RTU
Microburst Fragrance Refills for Restrooms
Pink Para Urinal Screen or equivalent

NYSEG Floor Mats

NYSEG	Summer Floor Mats	Winter Floor Mats	3'x5'
Building	May 1 > October 31	November 1 > April 30	All Year
Name	Light Type - replace or hot water extract 2/Month	Heavy Type - replace or hot water extract 1/Week	Mats
Albion Oper. Bldg.	1-3x10, 1-4x6, 1-4x8	1-3x10, 1-4x6, 1-4x8	2
Auburn SC	4-3x5, 7-3x5	8-3x5, 14-3x10, 1-4x6	2
Bedford Hills SC	NO MATS	NO MATS	0
Binghamton SC	NO MATS	NO MATS	0
Binghamton SC Garage	NO MATS	NO MATS	0
Brewster Oper. Bldg.	6-3x5, 1-4x8, 3-3x10, 3-4x6	16-3x5, 1-4x8, 7-3x10, 6-4x6	2
Brewster Oper. Garage	1-4x8, 1-3x10	1-3x5, 1-4x8, 1-3x10	2
Chateaugay Oper. Bldg.	3-3x10	4-3x5, 3-3x10	2
Chatham SC	4-3x5	12-3x5	2
Cincinnatus			
Cooperstown Oper. Bldg.	NONE	2-3x5	2
Cortland Oper. Bldg.			
Dansville Oper. Bldg.	NO MATS	NO MATS	0
Deposit Oper. Bldg.	2-3x10,	1-3x10, 2-3x5, 2-3x8, 1-3x4	2
East Aurora Oper. Bldg.	3-3x10, 1-4x6	2-3x5, 6-3x10, 2-4x6	2
ECC Building	NO MATS	NO MATS	0
Electric Meter Lab	NO MATS	NO MATS	0
Elmira SC	NO MATS	NO MATS	0
Fleischmanns Oper. Bldg.	2-3x5	4-3x5	2
Geneva SC E. Off	Listed above	1-2x4	2
Geneva SC W. Off	9-3x10, 8-4x6, 1-4x8	1-2x3, 18-3x10, 17-4x6, 3-4x8	2
Geneva SC Gas Meter Lab	Listed above	All listed above	2
Goshen Oper. Bldg.	NO MATS	OWN MATS 4-3x5	0
Gowanda Oper. Bldg.	3-3x5	4-3x4, 1-3x6	2
Granville Oper. Bldg.	2-4x6, 2-3x10	4-4x6, 1-3x10, 1-3x12, 1-3x18	2
Hamburg Oper. Bldg.	2-3x10, 2-4x8	3-3x5, 4-3x10, 4-4x8	2
Hammondsport Oper. Bldg.	NO MATS	NO MATS	0
Hornell SC	NO MATS	NO MATS	0
Ithaca Gen Off Bldg. & Wlk	NO MATS	NO MATS	0
Ithaca SC	NO MATS	NO MATS	0
Kirkwood General Office	NO MATS	NO MATS	0
Lancaster SC	4-3x10, 10-4x8	4-2x3, 8-3x10, 20-4x8	2
Lancaster SC Garage			
Lewis Oper. Bldg.	2-3x10	5-3x5, 2-3x10	2
Liberty SC	4-3x10, 3-3x5,	8-3x10, 11-3x5, 1-4x6	2
Lockport SC	5-4x6, 4-4x8	7-2x3, 11-4x6, 8-4x8	2
Lowville Oper. Bldg.			
Mahopac Oper. Bldg.	NO MATS	OWN MATS 3-3x5	0
Mechanicville SC	2-3x5, 1-3x10, 7-4x6	6-3x5, 2-3x10, 14-4x6	2
Newark Oper. Bldg.	1-3x10, 2-3x5	1-3x10, 4-3x5	2
Norwich SC	1-3x10, 2-3x5	2-3x10, 6-3x5	2
Noyes Island Garage	NO MATS	NO MATS	0
Olean Oper. Bldg.	1-3x5	4-3x5	2
Oneonta SC	4-3x10, 8-3x5, 4-4x6	9-3x10, 21-3x5, 9-4x6	2
Oneonta SC Garage			
Owego Oper. Bldg.	NO MATS	NO MATS	0
Pawling II Garage			
Pawling Oper. Bldg.	NO MATS	OWN MAT 1-3x12	0
Penn Yan Oper. Bldg.	NONE	3-3x5	2
Perry Oper. Bldg.	2-3x10	4-3x10, 1-3x5	2
Plattsburgh SC	8-3x5, 5-4x8, 2-3x5 RUBBER	17-3x5, 11-4x8, 2-3x5 Rubber	2
Plattsburgh SC Garage	4-3x5, 1-4x8, 2-3x5 RUBBER	12-3x5, 3-4x8, 2-3x5 Rubber	2
Sidney Oper. Bldg.	4-3x5	8-3x5	2
Stamford Oper. Bldg.	NONE	3-3x5	2
W. Stephentown Oper. Bldg.	NO MATS	OWN MATS 5-2x5	0
Walden Oper. Bldg.	NO MATS	NO MATS	0
Walton Gas			
Walton SC	4-3x5	8-3x5	2
Waterville Oper. Bldg.	NO MATS	NO MATS	0
Watkins Glen Oper. Bldg.	NO MATS	NO MATS	0

RGE Floor Mats

Facility	Usage Code	Description	Inventory Qty	Fixed Delivery Qty	Flat Rate or Unit Rate at Fixed Dollar Amount	Delivery Frequency	Monthly	Every Other Week (EOW)	Weekly
1300 Scottsville Road Rochester NY	R	3x15 Charcoal Mat	4	4	UF	M3	3rd week of month		
	R	3x10 Charcoal Mat	6	6	UF	M3	3rd week of month		
	R	3x5 Scraper Mat	2	2	UF	E1		EOW 1st and 3rd week	
	R	3x5 Safety Mat	2	2	UF	E1		EOW 1st and 3rd week	
	R	3x5 Charcoal Mat	1	1	UF	E1		EOW 1st and 3rd week	
	R	3x10 Charcoal Mat	4	4	UF	E1		EOW 1st and 3rd week	
195 Mushroom Blvd., Rochester NY 14623	R	3x10 Black Mat	2	2	UF	M4	4th week of month		
W. Monroe 1800 N. Union Street Rochester NY 14559	R	3x5 Black Mat	1	1	UF	M1	1st week of month		
	R	3x15 Blue Mat	1	1	UF	M1	1st week of month		
492 Atlantic Avenue Rochester NY 14609	R	3x5 Charcoal Mat	1	1	UF	M1	1st week of month		
	R	3x10 Charcoal Mat	1	1	UF	M1	1st week of month		
	R	4x6 Black Mat	1	1	UF	M1	1st week of month		
89 East Avenue Rochester NY 14604	R	3x10 Charcoal Mat	1	1	UF	M1	1st week of month		
Sodus 14 State Street Sodus NY 14551	R	3x10 Gray Mat	1	1	UF	E1		EOW 1st and 3rd week	
	R	3x5 Gray Mat	2	2	UF	E1		EOW 1st and 3rd week	
E. Monroe 1270 Plank Road Webster NY 14580	R	3x10 Black Mat	3	3	UF	M1	1st week of month		
	R	4x6 Black Mat	2	2	UF	M1	1st week of month		
256 Waring Road Rochester NY 14609	R	3x10 Black Mat	6	6	UF	M4	4th week of month		
	R	3x5 Black Mat	8	8	UF	M4	4th week of month		
	R	4x6 Black Mat	1	1	UF	M4	4th week of month		
Canandaigua 79 Clark Street Canandaigua NY 14424	R	3x5 Scraper	1	1	UF	M4	4th week of month		
	R	3x10 Black Mat	4	4	UF	M4	4th week of month		
	R	3x5 Black Mat	3	3	UF	M4	4th week of month		
	R	3x5 Charcoal Mat	1	1	UF	M4	4th week of month		
	R	4x6 Charcoal Mat	1	1	UF	M4	4th week of month		
400 West Avenue Rochester NY 14611	R	3x5 Scraper Mat	1	1	UF	M4	4th week of month		
	R	3x15 Charcoal Mat	2	2	UF	M4	4th week of month		
	R	3x5 Black Mat	3	3	UF	M4	4th week of month		
	R	3x10 Charcoal Mat	5	5	UF	M4	4th week of month		
	R	4x6 Charcoal Mat	1	1	UF	M4	4th week of month		
	R	3x15 Charcoal Mat	1	1	UF	M4	4th week of month		
	R	3x5 Black Mat	3	3	UF	M4	4th week of month		
	R	3x10 Charcoal Mat	5	5	UF	M4	4th week of month		
	R	2x3 Charcoal Mat	8	8	UF	M4	4th week of month		

SCHEDULE C

Terms and Conditions

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ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES

Pursuant to that certain Master Services Procurement Agreement (the “Master Agreement”) between IUMC and [REDACTED] (“Supplier”), the entity named (hereinafter, the “Company”) in the given Purchase Order (the “Purchase Order”), engages the Supplier, and the Supplier hereby agrees to perform the Services.

The Services shall be as described in Schedule B of the Master Agreement; as such Schedule may be amended, modified or supplemented and attached hereto for the purposes of the Purchase Order.

The provision of the Services shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions on the back thereof);
- (ii) These Terms and Conditions;
- (iii) The Scope of Services document attached to the Master Agreement as Schedule B, as it may be amended, modified or supplemented for the Purchase Order; and
- (iv) The Master Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), and (iv), above.

All work shall be invoiced in accordance with the Pricing Schedule included in Schedule D, attached hereto and made a part hereof (unless otherwise agreed to in writing by the Company).

Supplier further agrees to do the following:

- A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with this Agreement.
- B. Supplier has read, understands and shall comply with Schedule E, hereby referred to as “Special Conditions”, attached hereto and made a part hereof.
- C. Upon execution (for purposes hereof execution means when Supplier has begun to provide Services pursuant to the Purchase Order) of a Purchase Order:
 - 1) Supplier has examined all available records pertaining to the work.

- 2) Supplier further states that the Agreement Price and detailed schedule for completion of the work are based on Supplier's known knowledge and judgment of the conditions and hazards involved, and not upon a representation of the Company. The Company assumes no responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement and the Agreement expressly provides that the responsibility is assumed by the Company.

ARTICLE 2 - CONTRACT PRICE

The total price for the Services (made up of the costs, fees and expenses arising under Article 3 below) shall be set forth in the Purchase Order and shall be considered fixed unless stated otherwise (time and equipment, for example) on the face of the Purchase Order.

ARTICLE 3 - REIMBURSABLE ITEMS

The Supplier shall be reimbursed for the following items for Services performed under this Agreement:

A. Fees

Supplier shall be paid at the rates per hour specified in Schedule D to the Master Agreement for time spent in the actual performance of Services hereunder, including the preparation of reports, UNLESS a predetermined firm lump sum price has been agreed upon by both parties for all or part of the work, the criteria of which would take precedence as referenced therein. Time spent in Normal Commuting is not a billable expense. The term "Normal Commuting" means Supplier's first trip to any Work Location in a given day and Supplier's last trip from any Work Location in a given day. The term "Work Location" shall mean any location at which Services are or are to be performed by the Supplier. The term "Supplier's Base" shall mean the location or respective locations (which shall be disclosed to Customer in advance) from which Supplier will normally travel to Work Locations to perform Services. The Supplier agrees whenever possible, to coordinate travel arrangements that will maximize time spent in performing Services for the Company.

(i) Company will not reimburse Supplier for additional expenses invoiced separately under a fixed bid project. The Supplier must include all the expected expenses from the quoted project within the fixed bid proposal.

(ii) Company reserves the right to renegotiate or reject expenses when the Supplier's local office personnel are not utilized for the awarded project but meet the required job classification/criteria to complete the project and Supplier utilizes resources from other Supplier's offices.

B. Travel Expenses

Company will pay or reimburse Supplier for actual cost of travel expenses incurred during the course of travel undertaken at Company's request for the performance of Services, including travel from Work Location to Work Location, not including Normal Commuting, as follows:

(i) The Supplier will be reimbursed the automobile mileage at the then current IRS allowed rate. For mileage incurred in actual and necessary travel by private automobile for mileage to the Work Location, plus the actual cost of all parking, highway, and/or bridge charges paid enroute.

(ii) The Supplier will be paid or reimbursed for travel by commercial airlines in coach class and at discounted fares, if possible, except when such coach and/ or discounted airline accommodations are not reasonably available to meet necessary work requirements or would

- a) require circuitous routing;
- b) require travel during unreasonable hours;
- c) greatly increase the duration of the flight;
- d) result in additional costs which would offset the transportation savings; or
- e) offer accommodations which are not reasonably adequate for the medical needs of the traveler.

Company will pay or reimburse Supplier for such reasonable additional airline travel expenses as are necessary to avoid or overcome the problems cited in the foregoing sentence.

(iii) Company will pay or reimburse Supplier for the actual cost of necessary local transportation (cab, bus, streetcar, rental car, etc.). The Supplier agrees to furnish documentation, if requested, for any such charges in excess of [REDACTED] with its invoices therefore under this Agreement.

(iv) Company will pay or reimburse Supplier for the actual cost of reasonable meals and hotel accommodations unless a predetermined per diem has been agreed to and is listed in Schedule D to the Master Agreement.

(v) Company will not reimburse Supplier's meal expenses for travel when an individual leaves their home base and returns to their respective home base within the same day.

ARTICLE 4 - PAYMENTS

A. Payments of any undisputed portions of an invoice will be made on the 45th day after the receipt by Company of a properly completed invoice, supported by original receipts, and detailing the travel expenses.

B. An original and copy of each invoice are to be mailed to the "Bill to Location" provided in the Purchase Order.

Each invoice shall show the Purchase Order Number, Supplier work location, payment terms and the job name and other information, which may be required or reasonably requested by Company.

The following documentation must accompany each invoice:

(i) Summary statements listing employee name, job classification, hours charged and hourly billing rates (both straight time and overtime if applicable) and total charges for the invoice period.

(ii) Copy of invoices for material, services, rentals, contracts, and other items purchased or rented in connection with the Services.

(iii) Copies of expense account summary sheets for each individual performing Services will be provided. The summary sheet will summarize lodging, meals, transportation and any other expenses. The period of time will also be shown. Supplier shall retain copies of supporting documents for such expense accounts, and these will be made available for Company review upon written request by Company. Supplier shall preserve all pertinent records supporting payment for Services hereunder for a period of two (2) years after final payment for the Services.

Prior to final payment, and provided Company has met its payment obligations hereunder, except for payments in dispute, Supplier must satisfy Company that all bills for labor, material, lands, licenses and any other expenses for which Company might be sued or for which a lien might be filed, have been fully satisfied, and Supplier has executed and filed with the Company, a Supplier's Release and Certificate Form in the form of Exhibit _____, attached hereto, whereby Supplier releases any and all claims against the Company with respect to this Agreement.

ARTICLE 5 - TAXES

The price does not include sales/use taxes.

Supplier shall be responsible for payment of and assumes exclusive liability for any and all contributions or taxes imposed by or required under the laws of the State of New York or any other state or Federal law, or the Federal Social Security Act or any other act, now or hereafter in

effect, upon or in respect to, wages, salaries, benefits or other compensation paid to employees engaged upon or in connection with the Services.

Company shall withhold from any payments due Supplier hereunder any amounts that it is required to withhold pursuant to any Federal or State tax laws.

ARTICLE 6 - CHANGES

No changes in the Scope of Services are authorized unless made by Company and sustained by written Supplement. Changes made by Supplier, unless authorized by an executed Supplement, shall be made at the sole risk of Supplier, there being no financial recourse against Company. A Supplement is a written Purchase Order Supplement, signed by the Company and issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.

No changes in the Agreement will be made without an Agreement Supplement. Unless otherwise agreed, all Supplements shall be governed by the conditions of this Agreement.

ARTICLE 7 - CLAIMS/DISPUTES

- A. Any claims by Supplier relating to this Agreement, must be submitted in writing within fourteen (14) calendar days of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim.
- B. Any dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Services.

ARTICLE 8 - AUDIT

Supplier shall check all material and labor entering into the Services and shall keep full and detailed accounts as may be necessary to provide proper financial management under this Agreement. At all reasonable times, the Company shall have access to the Supplier's offices, work and records pertinent to all charges, for inspection, audit and review. Supplier shall permit such examination and make appropriate adjustments as may be required by the results of the audit. This provision shall remain in effect for two (2) years following final payment under this Agreement.

ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES

All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.

ARTICLE 10 - NON WAIVER OF RIGHTS

Any failure by the Company to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

ARTICLE 11 - SET-OFF

In the event Supplier owes money to the Company or has defaulted under this Agreement or under any other agreements with the Company, or Supplier has failed to pay any amount owed to the Company whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the "Obligations"), the Company may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Company to the Supplier.

ARTICLE 12 - CONFLICTING DOCUMENTS

To the extent, if any, that the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, this Agreement shall take precedence and govern.

ARTICLE 13 - INDEPENDENT SUPPLIER

Supplier is and shall always remain an independent contractor in its performance of this Agreement. With the exception of staff augmentation engineering services required by Company, where Supplier's personnel work out of Company's offices under Company's direction, the provisions of this Agreement shall not be construed as authorizing or reserving to Company any right to exercise any control or direction over the operations, activities, employees or agents of Supplier in connection with this Agreement. Neither party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither party to this Agreement, nor any person performing any duties or engaging in any work at the request of such party, shall be deemed to be an employee or agent of the other party to this Agreement.

Company shall carry no worker's compensation insurance, health insurance or accident insurance to cover the Supplier, or any of its agents, employees or subcontractors. Company shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits which might be expected in an employer/employee relationship. The Supplier agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and any other required payments himself or herself.

ARTICLE 14 - SUBCONTRACTS

If Supplier shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Supplier, and Supplier shall not thereby be discharged from any of its obligations and liability hereunder, but shall be liable hereunder for all acts and

omissions of the sub-contractors. Nothing shall create any contractual relationship between Company and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of those work items which it plans to subcontract and the names of Supplier's subcontractor proposed for the work. Supplier's subcontractor may not be changed except at the request of or with the written approval of the Company. The Company shall promptly notify the Supplier in writing if, after due investigation, Company has reasonable objection to any subcontractor on such list and does not accept it. Failure of the Company to make objection promptly shall constitute acceptance of such subcontractor. Copies of all subcontracts shall be furnished to Company.

ARTICLE 15 - THIRD PARTY BENEFITS

Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.

ARTICLE 16 - SAFETY

Company may at any time suspend the work or any part thereof, immediately and verbally for reasons of safety. In the event of any work stoppage, Supplier shall properly protect such work as may be liable to sustain injury from any cause.

The Company's Safety Rules and Regulations for Supplier's attached hereto and made a part hereof, as Attachment A and shall apply to all work performed under this Agreement.

ARTICLE 17 - ACCIDENT AND LOSS PREVENTION

For the protection of workers and the public, the Supplier will take all necessary and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain all necessary and advisable safeguards as required by the conditions and progress of the work.

ARTICLE 18 – INSURANCE

Supplier shall maintain insurance in accordance with the requirements as set forth in Schedule [G]. Supplier must maintain applicable insurance. An insurance certificate must be mailed to Customer prior to starting Services.

ARTICLE 19 - INDEMNIFICATION

Supplier will indemnify, defend at its expense and hold harmless the Company and its Affiliates, directors, officers, employees, and agents (the "Indemnatee") from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorneys fees incurred in the connection therewith, by reason of (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by

the Supplier or its agents or subcontractors under this Agreement; (B) any work-related accident or injury affecting an employee, agent or subcontractor of the Supplier, arising in connection with work performed under this Agreement; (C) any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Supplier alleging that (i) the Indemnitee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Supplier; (ii) the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier; (iii) any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and (iv) the Indemnitee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Supplier; (D) bodily injury, including death, to any person or persons due to the negligent, reckless or willful actions or omissions of the Supplier or its agents or subcontractors; (E) damage to or destruction of any property, including loss of use thereof, due to the negligent, reckless or willful actions or omissions of the Supplier, or its agents or subcontractors. Individual employees, agents and subcontractors of the Supplier who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Supplier for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Supplier under this Agreement shall be deemed to be actions of the Supplier under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Supplier hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for Work or services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Supplier consents to a cause of action for indemnity.

ARTICLE 20 - WARRANTY

The Supplier warrants that the Services performed under this Agreement shall be performed in accordance with any specifications set forth in a Purchase Order or elsewhere herein, and otherwise in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures, at the time such services are performed. If the Supplier's services are faulty, the Supplier shall for a period of one (1) year after completion of services, without labor charge and adders or other fee to Company, re-perform such Services to the extent necessary to correct the fault therein. This provision shall not be construed to affect or limit the liability of the Supplier to third parties, Supplier's obligation to Company pursuant to the Indemnification clause contained herein or any other remedy which may be available to Company under applicable law.

ARTICLE 21 - APPROVAL/ACCEPTANCE

All work under this Agreement shall be subject to the Company's inspection and approval before payment.

ARTICLE 22 - FORCE MAJEURE

Supplier shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Supplier, except that adverse weather shall not be deemed a cause beyond the control of Supplier for purposes of this Agreement unless the adverse weather is unusually severe, provided that the Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance, and has furnished the Company with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Company's ability to operate. Company shall have the right at its option and without being under any liability to Supplier to cancel by notice in writing to Supplier the portion or portions of the work so affected and to take such compensation action as may be necessary. Correspondingly, Company shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

ARTICLE 23 - TITLE AND LIENS

Supplier represents and warrants that it has title to all equipment or material furnished hereunder free and clear of all liens and encumbrances. Complete legal and equitable title to each item of equipment or material covered by this Agreement shall pass to the Company immediately upon delivery at job site. This provision shall apply irrespective of any terms of payment specified in this Agreement. Passage of title pursuant to this provision shall not release or waive any continuing or subsequent responsibility of Supplier under this Agreement.

Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Company, or any portion thereof, arising from any work, labor, services, or materials claimed to have been performed or furnished for, or on behalf of, the Supplier or any person or entity by or through the Supplier. Supplier shall forthwith take such action necessary to discharge, remove, or satisfy any such lien filed against the property of the Company, including but not limited to posting of a bond. If the Supplier shall fail to discharge, remove, or satisfy any such lien within ten (10) days after notice of the existence of such lien has been provided by the Company, the Company shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the maximum allowable by law, may be set-off against any payment due Supplier under this Agreement.

ARTICLE 24 - PROGRESS AND COMPLETION

It is expressly understood by the Supplier that TIME IS OF THE ESSENCE in the performance of this Agreement. The Supplier shall begin the work on the date of commencement set forth in the Agreement. The Supplier shall carry the work forward expeditiously with adequate forces and shall complete it by the time work is to be completed as stated in the Agreement.

If the Supplier is delayed at any time in the progress of the work, written notice thereof, including an explanation of the cause and the anticipated duration of the delay, shall be given promptly to the Company by the Supplier, but in no event later than five (5) days after such delay becomes apparent. Failure to give such notice promptly and within such time limit shall be deemed sufficient reason for denial by Company of an extension of time for performance and may be deemed a default.

Failure of Supplier's subcontractor or materials and equipment suppliers to meet schedules shall not be cause for an extension of time. Supplier acknowledges that it has sole responsibility for expediting the efforts of its subcontractors, suppliers, and others.

ARTICLE 25 - EMERGENCIES

The Supplier shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases, Supplier shall notify the Company of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Supplier on account of emergency work shall be determined by mutual agreement of the parties.

ARTICLE 26 - WORK STOPPAGE

Supplier's personnel shall not honor any union picket lines or strikes nor take part in any work slow down or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, it shall be the obligation of the Supplier to supply a qualified work force. Company may terminate this Agreement if Supplier fails to provide a qualified work force within twenty-four (24) hours of Company's notification to Supplier that a qualified work force has not been supplied.

ARTICLE 27 - TERMINATION

Company may for any reason, with or without cause, on written notice to Supplier terminate all or any part of the unperformed portion of this Agreement without liability to Company except as stated in this Article. In full discharge of any obligations to Supplier in respect of this Agreement and such termination, Company shall pay Supplier, in accordance with the payment terms of the Agreement, only for Services performed prior to receipt by Supplier of notice of termination; provided, however, that such payment shall not result in a total payment to the Supplier exceeding the maximum amount payable to the Supplier pursuant to this Agreement. Termination shall not relieve Supplier of any obligation which may arise out of Services performed prior to termination. In no event shall Company be liable to Supplier for lost profit or overhead in respect of Services not performed prior to termination, unabsorbed overhead or anticipated profits on uncompleted portions of this Agreement.

In the event Supplier is in default of any of its obligations under this Agreement, Company shall have the right, on ten (10) days written notice to Supplier, to terminate this Agreement for such default; provided, however, that Supplier shall have the right to cure by submitting a plan

acceptable to the Company to cure the default during the ten (10) day notice period in order to avoid termination and providing that such default is, in fact, cured within thirty (30) days after Supplier first received notice of the default from Company. In the event of such termination, the preceding paragraph of this Article shall not apply and Company shall have all rights and remedies provided by law or equity and under this Agreement. In addition, in such event, Company may retain from any money otherwise due for Services rendered prior to termination an amount which Company reasonably determines is adequate to cover all damage resulting from the Supplier's default. In the event that Supplier demonstrates that a cancellation for default is erroneous, the cancellation shall, at Company's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to the preceding paragraph and the rights and obligations of the parties hereto shall in such event be governed accordingly. The value of Services performed not in accordance with this Agreement shall be subject to audit, assessment and approval by Company.

ARTICLE 28 – TERM AND SURVIVAL

This Agreement shall remain in effect unless otherwise terminated as provided herein, or upon receipt by Company of Supplier's Release and Certificate Form and Final Payment is made as set forth in Article 30 below. Notwithstanding the foregoing, Articles 4, 7, 9, 10, 13, 14, 17, 18, 19, 22, 31, 37, 38, 39, 47 and all other terms which contain obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination.

ARTICLE 29 - REMOVAL OF EQUIPMENT

In the case of termination of this Agreement for any reason whatsoever, the Supplier, if notified to do so by the Company, shall promptly remove any part or all of Supplier's equipment and supplies from the property of the Company, failing which the Company shall have the right to remove such equipment and supplies at the expense of the Supplier.

ARTICLE 30 - FINAL PAYMENT

Final payment under this Agreement shall not be made until successful completion and acceptance of the work by the Company and when requested by Company, Supplier's delivery of a completed Release and Certificate Form, the form of which shall be provided to Supplier at the time of the request.

ARTICLE 31 - ASSIGNMENT

Supplier shall not assign all or any of its rights or obligations under this Agreement except with the prior written consent of Company. Any assignment made without such consent shall be void ab initio.

ARTICLE 32 - SEVERABILITY

If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

ARTICLE 33 - NON WAIVER OF RIGHTS

Any failure by the Company to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

ARTICLE 34 - OWNERSHIP OF PLANS

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description whether furnished to or prepared by Supplier under this Agreement shall (x) be delivered to Company upon completion of the work or termination or cancellation of this Agreement, (y) be deemed to have been prepared by Supplier for Company on a work-made-for-hire basis, and (z) shall be the property of Company and may be used by Company for any purpose whatsoever without any claim on the part of Supplier for additional compensation. To the extent any of the foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Company without further consideration all of its right, title, and interest in such drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

Except as specifically authorized by this Agreement, or as otherwise authorized in writing by Company, information and other data developed or acquired by or furnished the Supplier in the performance of this Agreement shall be used only in connection with the work under this Agreement.

ARTICLE 35 - KEY PERSONNEL

Personnel assigned to perform work hereunder who are designated as "Key" Personnel in this Agreement shall devote their working time to the work as required by the Agreement Schedule of Activities and shall not be removed, without the prior written consent of Company, until their assignments are completed. The Company shall have the right to reject replacements for personnel.

ARTICLE 36 - PUBLIC RELEASE OF INFORMATION

Date, photographs, sketches, advertising and other information relating to the work under this Agreement, which Supplier desires to release or publish, shall be submitted to the Company for approval two (2) weeks prior to the desired release date. As a part of the approval request, Supplier shall identify the specific media to be used as well as other pertinent details of the

proposed release. All releases must have the prior written approval of the Company which approval may be withheld without reason or explanation to Supplier.

ARTICLE 37 - LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING IN ANY WAY FROM THE PERFORMANCE OF THE SERVICES HEREUNDER.

ARTICLE 38 - CONFIDENTIALITY

Supplier, its employees and agents, shall treat any information, (including any technical information, experience or data) regarding Company or Company's plans, programs, plants, processes, costs, equipment, operations, of Company (or Affiliates), which may be disclosed to, or come within the knowledge of, Supplier its employees and agents in the performance of this Agreement, as confidential, and will not use or disclose this information to others, during the term of this Agreement, and for three (3) years thereafter, except as is necessary to perform the services hereunder, without Company's prior written consent. The provisions of this Article shall not apply to any information referred to in this Section which (i) has been published and has become part of the public knowledge through no effort by Supplier, its employees, or agents, (ii) has been furnished or made known to Supplier or Supplier's Affiliates by third parties (other than those acting directly or indirectly for or on behalf of Company) as a matter of legal right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by Company and was not acquired by Supplier or Supplier's Affiliates, its employees and agents directly or indirectly from Company or, (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Any information, which is supplied by the Supplier to Company will be similarly restricted, including clauses (i) through (iv) in the paragraph above. Company will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Company may disclose any such information to its Affiliates, employees, and consultants, to any regulatory agencies or instrumentality's when such disclosure is necessary, or otherwise required by law.

Each party agrees that they will cooperate with the other in an effort to minimize the amount of such information, which will be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.

In no event shall Company's name and/or logo or the name and/or logo of it's Affiliates be used, whether written or verbal, duplicated, reproduced by any means whatsoever without the prior written permission of the Company.

All inquiries by any governmental, business, or other entity, including media, regarding any work performed or to be performed by Supplier for Company shall be directed by Supplier to Company for response.

ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

To the extent, if any, that the provisions of the following executive order and statutes, as amended or supplemented, along with their implementing regulations, apply to the performance of the Services by Supplier, the Supplier will comply with the applicable executive order, statutes and regulations : Section 202 of Executive Order 11246 (41 CFR § § 60, et seq.); Section 402 of the Vietnam Era Veterans Readjustment Act (41 CFR § § 60-250.1, et seq.); Section 503 of the Rehabilitation Act of 1973 (41 CFR § § 741.1, et seq.); and New York Executive Law §§ (5 NYCRR § § 140.1, et seq.). These regulations may require the Supplier to develop an Affirmative Action Compliance Program and file a standard Form 100 Report (EEO-1), or other reports, as prescribed.

ARTICLE 40 - SURETY BOND

The Company shall have the right, at all times, to require the Supplier to furnish a bond covering faithful performance of this Agreement and the payment of all obligations arising hereunder (i.e., Performance Bonds, Mechanics Liens), including any damages that may be payable under Article 27. The Company shall be entitled to approve the amount, form, premium cost, and surety Company issuing such surety bond.

ARTICLE 41 - GOVERNING LAW

The Supplier will comply with all applicable federal, state and local laws, rules, ordinances and regulations of any governmental entity, board or agency having jurisdiction over the work or the premises.

All questions concerning the interpretation, validity and enforceability of this Agreement and of its terms and conditions, as well as questions concerning the sufficiency or other aspects of performance under the terms or conditions of this Agreement, shall be governed by the law of the State of New York, without reference to its conflict of law provision and any action or proceeding brought in connection therewith, will be brought in the appropriate court located in the State of New York.

ARTICLE 42 - PERFORMANCE MONITORING

Company will evaluate Supplier's performance by utilizing Supplier Corrective Action Reports and Supplier Performance Evaluation Reports. The Supplier must provide upon request the OSHA incident rate and Experience Modification Rate for Company's review. The Company's Project Manager will evaluate the Supplier's performance upon the conclusion of every project by completing the specified report. The Company will continuously monitor the Supplier's performance. Performance by a Supplier that is less than desirable may potentially eliminate this Supplier from bidding on future projects and/or lump sum projects.

ARTICLE 43 - CONTINUOUS IMPROVEMENT

Continuous improvement is the foundation of this Agreement. Supplier warrants that it will pass on to Company in the form of price reductions 50 percent of Supplier's cost savings made possible by process improvements, reductions in material costs and the like. Supplier likewise will use its best efforts to improve continuously its performance in all areas. In particular, Supplier will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Company. Supplier has specifically identified target cost reductions of 2% beyond the prices shown in Schedule D for the Initial Term, and agrees to work diligently with Company personnel toward attainment of this objective. Supplier is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as other competitors in its industry, and to offer the price and performance benefits of those improvements to Company, as soon as they become available."

ARTICLE 44 - NO DISPUTE

Supplier represents and warrants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect) or any pending or threatened litigation between Supplier and/or any of Supplier's affiliates and Company and/or and of Company's affiliates.

ARTICLE 45 - SECURITY REQUIREMENTS

Supplier shall comply with Company's Security Requirements in their performance of Services as provided herein.

Supplier shall be familiar with and shall comply with the requirements of the NERC CIP- 004 for projects or services at or relating to critical cyber assets and critical company operating facilities ("Critical Infrastructure"). The specific CIP Standard follows:

CIP-004 Excerpt:

R3. Personnel Risk Assessment --The Supplier shall have a documented personnel risk assessment program, in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements, for personnel having authorized cyber or authorized unescorted physical access. A personnel risk assessment shall be

conducted pursuant to that program prior to such personnel being granted such access except in specified circumstances such as an emergency. The personnel risk assessment program shall at a minimum include:

R3.1. The Supplier shall ensure that each assessment conducted include, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven- year criminal check. The Supplier may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.

R3.2. The Supplier shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.

R3.3. The Supplier shall document the results of personnel risk assessments of its personnel having authorized cyber or authorized unescorted physical access to Critical Cyber Assets, and that personnel risk assessments of contractor and service vendor personnel with such access are conducted pursuant to Standard CIP-004.

ARTICLE 46 - EMPLOYEE SOLICITATION

During the term of this Agreement and for a period of one (1) year thereafter, except with the prior written consent of the Company, Supplier shall not offer employment to any employee of the Company or Company's current or future Affiliates with whom Supplier has had contact in connection with the negotiation, execution, or performance of this Agreement, and Supplier shall not induce or attempt to induce, directly or through an agent or third party, any such employee to leave the employ of the Company or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Company through majority stock or other ownership interest, direct or indirect. Nothing in this clause shall limit Supplier from employing any person who contacts Supplier on his or her own initiative and without any solicitation by Supplier specifically directed to such employee.

ARTICLE 47 – ETHICS

Supplier shall comply with the Code of Ethics of Iberdrola S.A. ("Code of Ethics"), the Iberdrola USA Annex to the Code of Ethics ("Annex") and the Iberdrola Suppliers' Code of Ethics ("Suppliers' Code of Ethics") in connection with its performance under this Agreement. The Code of Ethics, the Annex, and the Suppliers' Code of Ethics can be found at the Iberdrola USA website (www.iberdrolausa.com).

ARTICLE 48 – COMPLIANCE WITH LAWS GENERALLY

Supplier will comply with all laws, rules and regulations of any governmental entity, board or agency having jurisdiction over the Services, including, without limitation, State, Federal or local laws, rules and regulations and any applicable Executive Orders (State or Federal) in the performance of the Services.

ARTICLE 49 - UTILIZATION OF SMALL BUSINESS CONCERNS

Supplier and subcontractors of all tiers must comply with section 52.219-8 of the Federal Acquisition Regulation. This policy requires that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, Alaskan Native Corporation, and Indian tribe concerns shall have the maximum practicable opportunity to participate in the performance of Services.

ARTICLE 50 - SMALL BUSINESS SUBCONTRACTING PLAN

Some or all of the Goods and Services provided hereunder may be used in a contract with the federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Supplier (except small business concerns) whose contract is expected to exceed [REDACTED] for construction) and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Customer. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Supplier fails to submit a plan within the time limit prescribed by the Customer, Customer may terminate this Agreement.

The Supplier assures that the clause entitled "Small Business Subcontracting Plan" will be included in all subcontracts, that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of [REDACTED] for construction) will be required to adopt a plan similar to this plan.

ARTICLE 51 - GRATUITIES PROHIBITED

The Supplier shall not, under any circumstances, offer or extend any gratuity or special favor to any employee or agent of the Company or its Affiliates or do anything which might reasonably be interpreted as an attempt to influence any employee or agent of the Company in the conduct of their duties.

SCHEDULE D

Pricing Terms

The following rates will be in effect from January 1, 2014 through December 31, 2014.

NYSEG Monthly Labor Pricing by Building

Building Name	Frequency Type	Fixed Cost Cleaning S/Month	Carpet Cleaning S/SF	Vinyl Tile Cleaning S/SF	Garage Truck Storage Areas Scrubbing S/SF	Storm Emergency Cleaning S/Hour
Auburn Service Center	Type 1					
Bedford Hills Service Center	Type 2					
Binghamton General Office Bldg	Type 2					
Binghamton Service Center	Type 1					
Binghamton SC Garage	Type 1					
Brewster Service Center	Type 1					
Brewster Operation Garage	Type 1					
Chateaugay Operation Building	Type 2					
Chatham Service Center	Type 1					
Cincinnatus Opereration Building	Type 2					
Cooperstown Operation Building	Type 2					
Cortland Oper. Bldg.	Type 2					
Deposit Operation Building	Type 2					
East Aurora Operation Building	Type 1					
Energy Control Center Bldg.	Type 1					
Electric Meter Lab	Type 1					
Elmira Service Center	Type 1					
Fleischmanns Operation Building	Type 2					
Geneva Service Center E. Office	Type 1					
Geneva Service Center W. Office	Type 1					
Geneva SC Gas Meter Lab	Type 1					
Goshen Operation Building	Type 2					
Gowanda Office Building	Type 1					
Gowanda Operation Building	Type 1					
Granville Operation Building	Type 2					
Hamburg Operation Building	Type 1					
Hammondsport Operation Building	Type 2					
Hornell Service Center	Type 1					
Ithaca Gen Off Bldg. & Wlk	Type 1					
Ithaca Service Center	Type 1					

Kirkwood General Office	Type 1
Lancaster SC Garage	Type 1
Lancaster Service Center	Type 1
Lewis Operation Building	Type 2
Liberty Service Center	Type 1
Lockport Service Center	Type 1
Lowville Operation Building	Type 2
Mahopac Operation Building	Type 2
Mechanicville Service Center	Type 1
Montour Falls Operation Building	Type 2
Norwich Service Center	Type 1
Noyes Island Garage	Type 1
Olean Operation Building	Type 1
Oneonta SC Garage	Type 1
Oneonta Service Center	Type 1
Owego Operation Building	Type 2
Pawling Operation Building	Type 2
Penn Yan Oper. Bldg.	Type 2
Perry Operation Building	Type 1
Plattsburgh Service Center	Type 1
Plattsburgh SC Garage	Type 1
Reynolds Road Training Center	Type 1
Sidney Operation Building	Type 2
Stamford Operation Building	Type 2
Trumansburg Operation Building	Type 2
W. Stephentown Operation Bldg.	Type 2
Walden Operation Building	Type 2
Walton Service Center	Type 1
Waterville Operation Building	Type 2

RGE Monthly Labor Pricing by Building

Building Name	Frequency Type	Fixed Cleaning Cost S/Month	Carpet Cleaning S/SF	Vinyl Tile Cleaning S/SF	Garage Truck Storage Areas Scrubbing S/SF	Storm Emergency Cleaning S/Hour
Main Office	1					
Atlantic Avenue	1					
Belmont	2					
Brooks Ave. Garage & Hydro Office	1					
Brooks Ave Plumbing Shop	2					
Canandaigua Large Storage	2					
Canandaigua Garage and Office	2					
Canandaigua Walk In Office	1					

Eastern Monroe	1	
Fillmore Office	1	
Geneseo	2	
Mushroom Boulevard	1	
Pavilion Lockers	2	
Pavilion Office	2	
Scottsville Road	1	
Sodus	1	
Suntru Street Chem Lab	2	
Suntru Street Coal Lab	2	
Waring Road - Walk In Office	1	
West Avenue	1	
Western Monroe Engineering Office (front bldg)	1	
Western Monroe Office and Garage	1	
Wolcott	2	

NYSEG & RGE Material & Consumables Annual Pricing

Pricing is based on the Consumables listing in Exhibit D-2.

NYSEG: [REDACTED]

RGE: [REDACTED]

SCHEDULE E

Performance Measures

Attached hereto and made a part hereof by reference.

In accordance with the attached tables, penalties will be applied, according to the activity groups, building types and percentages reached.

Penalties will be applied to the invoice in month following the reported performance incident.

Breach of Scope Schedule

The Supplier will be penalized for delays regarding the planned dates in the janitorial schedule established for the year, in accordance with the following table.

Compliance with Scope Schedule		
BUILDING TYPE	Delay period *	PENALTY
TYPE 1	Week	10% of the total monthly invoice for all buildings
TYPE 2	Week	10% of the total monthly invoice for all buildings
A repeated breach (delay) for two months will be considered a serious fault, as will the non-completion of any of the scheduled jobs		
* The Delay Period can be negotiated if the contractor can provide justification		

Quality

Each month the Company will take a sample of four-type 1 buildings and one-type 2 buildings. This sample will check the quality of the janitorial service provided and supply of cleaning-sanitary materials, checking whether or not they exist in the relevant dispensers (examples: toilet paper, soap, paper towels).

A lack of quality of janitorial service or material at 3 points in the building selected for sampling will mean that the sample is "NOT FIT FOR USE". Out of the monthly samples taken, there can only be one NOT FIT FOR USE. If exceeded, a 5% penalty of the overall monthly cost for the service (all buildings) will be applied.

BUILDING TYPE	Samples	PENALTY
TYPE 1	NOT FIT FOR USE >1	5% of the total monthly invoice for all buildings
TYPE 2		

Invoicing

Invoicing times must be strictly regulated when it comes to receiving the invoice. If an invoice is received more than two months after the date of service, a penalty is established, in accordance with the following table:

Type of invoicing	PENALTY
Invoicing the monthly amount	5% of the total monthly invoice for all buildings

Serious Faults

The following will be considered as serious faults:

- Failure to complete any of the scheduled jobs in the service schedule.
- Completion of jobs or use of materials, machines or tools by non-qualified or untrained personnel, with proof of this.
- Working under the influence of alcohol, drugs or similar substances.
- Reckless attitude, with or without causing damages to oneself or to others.
- Not using harnesses or safety lines during work at a height of more than 6 feet.
- Lack of equipment to properly carry out jobs or to signal or demarcate risks to oneself and to third parties, when this entails a high risk.
- Not providing PPE where required.
- Lack of approved tools to carry out each activity.
- Failure to comply with basic safety regulations for each activity.
- The use of materials not specified in this specification without prior authorization.
- Lack of labels and data sheets showing toxicological information for commonly used materials.
- A repeated breach of the schedule for two months will be considered a serious fault.

If due to repeated serious faults (three consecutive months or four alternate months) the Company may elect to terminate this agreement due to breach in contract.

SCHEDULE F

Notices

Along with all other correspondence requirements included in this Master Agreement, any notice, request, approval or other document required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U.S. Mail, postage prepaid, addressed as specified herein or to such other address or addresses as may be specified from time to time in a written notice given by such party. The parties shall acknowledge in writing the receipt of any such notice delivered in person.

All communications to IUMC shall be directed to:

Iberdrola USA Management Corporation
Contract Administration
89 East Avenue
Rochester, NY 14649
Phone: 585-724-8028
Fax: 585-771-2820

All communications to Supplier shall be directed to:

Supplier Name	
Contact Name	<u>Charles Cuyler</u>
Title	<u>Vice President</u>
Email Address	<u>charles@sheenandshine.com</u>
Street Address	<u>214 West Main Street</u>
City, St, Zip	<u>Rochester, New York 14614</u>
Phone	<u>(585) 764-8879</u>
Fax	<u>(585) 423-2297</u>

SCHEDULE G

Insurance Requirements

Before commencing Services, the Supplier shall procure and maintain at its own expense for a period of two years beyond completion of the Services, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the supplier shall require each subcontractor to procure and maintain all insurance as outlined in section one.

IF YOU DO NOT HAVE A CURRENT CERTIFICATE ON FILE WITH CUSTOMER prior to commencement of Services, Certificates of Insurance evidencing supplier's and/or subcontractor's possession of insurance as outlined in Section 1 shall be filed with Customer for its review.

Certificates of Insurance should be mailed to the Procurement Department at the following address:

**Iberdrola USA Management Corporation
Procurement Department/Insurance Cert.
89 East Avenue
Rochester, NY 14649-0001**

1. Required Insurance Coverage's and Minimum Amounts

Each insurance policy shall be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best's Rating of not less than "B+" and a policyholder surplus of at least [REDACTED]

Each insurance policy, except Workers' Compensation and Employers' Liability, shall be endorsed to add Customer as an additional insured. All insurance where Customer is an additional insured must contain provisions which state that the policy will respond to claims or suits by Customer against the Supplier/Consultant/ Labor supplier/etc. In addition, Customer should be notified of any reduction in the aggregate policy limits.

Each policy shall be endorsed to provide a minimum of thirty (30) days prior written notice of cancellation, intent not to renew, or material change in coverage.

Each policy shall be endorsed to provide a breach of warranty clause.

In the event Supplier and/or Subcontractor has a policy(ies) written on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the commencement of Services under this agreement. In addition, the Supplier and/or Subcontractor will guarantee future coverage for claims arising out of events occurring during the course of this agreement.

All of the insurance required hereunder will be primary to any or all other insurance coverage in effect for Customer.

- 1.1 Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements of the State of New York. For Services that are conducted outside of New York State, the minimum limit for Employers' Liability Insurance should be [REDACTED] each accident, [REDACTED] disease-policy limit [REDACTED] disease-each employee.
- 1.2 Automobile Liability insuring any auto, all owned autos, hired autos, and non-owned autos with a bodily injury and property damage combined single limit of [REDACTED] per occurrence.
- 1.3 General Liability (Comprehensive or Commercial Form), including coverage for Premises/Operations, Underground/ Explosion & Collapse Hazard, Products/Completed Operations, Contractual Liability specifically insuring the attached Indemnity Agreement, Independent Contractors, Broad Form Property Damage, and Personal Injury, in the amount of [REDACTED] per occurrence and [REDACTED] aggregate.

The amount of insurance may be satisfied by purchasing primary coverage in the minimum (or greater) amounts specified or by purchasing a separate excess Umbrella Liability policy together with lower limit primary coverage.

Each General and/or Umbrella Liability Insurance policy shall be endorsed with the following Cross Liability clause: In the event of claims being made by reason of personal and/or bodily injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder, except with respect to limits of insurance. In the event of claims being made by reason of damage to property belonging to any insured hereunder for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder, except with respect to the limits of insurance.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Supplier or Subcontractors are intended to, nor shall they in any manner limit or qualify the liabilities and obligations assumed by Supplier or Subcontractor under this agreement.



CONTRACTOR SAFETY REQUIREMENTS

September 22, 2008

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CONTRACTOR SAFETY REQUIREMENTS FOR SERVICES PROVIDED TO IBERDROLA USA MANAGEMENT CORPORATION AFFILIATE COMPANIES

August 13, 2008

1. PURPOSE

The purpose of this document is to advise Contractors providing services to Iberdrola USA Management Corporation affiliate companies ("Affiliates") of their responsibility to plan and perform their work in conformance with all applicable federal, state, and local laws, rules, regulations and ordinances of any agency having jurisdiction on the premises. These requirements apply to construction type projects where Affiliate employees are not working at the same site, and to Contractors who perform independent work related to electric transmission and distribution operations, and gas operations. Commitment to safe work practices is important at all Affiliate job sites; thus, evidence concerning Contractor safety performance and past safety history are factors that influence contract award decisions.

2. SCOPE AND RESPONSIBILITIES

This document shall be provided to Contractors to aid in the communication of hazards and minimum safety requirements, and to establish Affiliate expectations regarding safe work behavior while on company property. All Contractors must follow the requirements in this document, as well as their own company safety rules, policies and procedures. In the case of conflicting requirements, the most stringent shall prevail.

Each Contractor shall have a current written safety program and employee safety rules that comply with all regulatory requirements. In addition, each Contractor employee shall be familiar with the safety requirements in this document, and is expected to abide by them. All Contractors and Subcontractor employees must be properly equipped and trained.

Contractors shall communicate the required safety rules and regulations to their employees in a documented tailboard meeting prior to the start of the job. The form given in Attachment A may be used for this purpose. Contractors are responsible for interpreting these rules for non-English speaking and reading-impaired employees. Contractors are responsible for informing all Subcontractors of the safety rules and regulations set forth here and in the contract terms and conditions.

Affiliate Project Monitors shall facilitate Contractor compliance with safety requirements by including this document into contract specifications. All questions pertaining to this document shall be directed to the Affiliate Project Monitor or an Affiliate Health and Safety Representative. Neither the Affiliate Project Monitor nor Health and Safety Representatives shall exercise general supervisory authority over contractor worksites. In particular, the Company shall not conduct worksite safety inspections, identify safety and health hazards, or correct deficiencies and violations. Moreover, the Company shall not provide personal protective

equipment to contractor employees, perform employee exposure monitoring, or provide advice concerning safe work practices. Rather, the Contractor is accountable for all aspects of worker protection, as well as for preventing, detecting and promptly correcting all safety and health deficiencies associated with activities covered by the contract scope of work.

3. SAFETY ADMINISTRATION

Pre-Bid Meeting

For certain projects where specific safety issues exist or known site conditions require special precautions, a pre-bid meeting may be held. The purpose of the meeting is to emphasize the key safety requirements that apply to the project, and offer the opportunity for bidders to ask questions regarding job site conditions and worker protection issues. When necessary, an Affiliate Health and Safety Representative will participate to address safety-related issues such as known site hazards and anticipated personal protective equipment (PPE) requirements. Where applicable, announcement of a pre-bid meeting will be issued with the contract Request for Proposal.

Prospective Contractors will be informed that past safety performance is an evaluation factor that may determine contract award and/or disqualification of bidders.

Project Health & Safety Plan

Contractors performing high-hazard work may be required to prepare and submit a Project Health & Safety Plan (e.g., as required under 29 CFR 1910.120 and 29 CFR 1926.65). Projects requiring a Plan will be identified at the pre-bid stage of the contracting process. The Plan must address topics such as:

1. Scope of work and planned activities
2. Potential health and safety hazards
3. Individual job functions and responsibilities
4. Personal protective equipment and hazard mitigation strategies
5. Emergency equipment and incident response procedures
6. Exposure monitoring and control
7. Training and medical surveillance requirements
8. Standard operating procedures

Depending on the nature of the project, the Contractor may be required to have their Plan endorsed by a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP), and/or a licensed Professional Engineer (P.E.).

Post-Award Contractor Safety Orientation

For certain projects, a pre-construction conference may be required to discuss and agree upon safety procedures and controls at the job site. Contractor management representatives, key Contractor employees (i.e., designated on-site “Competent Person”), Affiliate Project Monitors, and Affiliate Health and Safety Representatives shall typically participate. The topics for discussion include:

1. Job site housekeeping practices
2. Storage of materials and tools
3. Restricted areas and evacuation plans
4. Safety inspection and exposure monitoring plans
5. Procedures for documented employee safety meetings and job briefs
6. Subcontractor responsibilities
7. Hazardous chemicals and spill response procedures
8. Certification of Contractor employee qualifications
9. Site security and public protection
10. Emergency notification call lists and procedures

The orientation session is not intended to provide Contractor employees with training to meet regulatory compliance requirements.

4. PROCEDURES

A. Prohibited Conduct

Violation of the following conduct rules shall result in immediate dismissal of an employee from the site by the Contractor.

1. The possession or drinking of alcohol on any company property, including parking lots.
2. The suspected use of any substances which alter mental or physical capacity, including but not limited to non-prescription drugs, prescription drugs not prescribed to the user, narcotics, marijuana or other “controlled substance” or “controlled dangerous substance.”
3. Possession of firearms, ammunition, explosives or other weapons on company property/private vehicles
4. Engaging in fighting or horseplay
5. Operating switches, valves, or push buttons unless authorized

B. General Rules

The Contractor shall ensure that all personnel comply with the following rules, regardless of the nature of their job.

1. Contractor employees shall not enter any building or area where their work does not require their presence.
2. The Contractor shall maintain current safety warning signs/devices, barricades, handrails, and guardrails, and erect new ones if the hazard changes. The contractor shall also remove signs from the work site when there is no longer a hazard present.
3. Contractor employees shall not use emergency exits other than for emergencies, or block emergency exits.
4. The Contractor shall have a program to provide for frequent and regular inspections of the job site, materials, and equipment by designated competent persons.
5. The Contractor shall instruct each employee in the recognition and avoidance of unsafe conditions and in the regulations applicable to his/her work environment to control or eliminate any hazards or other exposure to illness or injury.

6. The Contractor shall permit only those employees qualified by training or experience to operate equipment and machinery.
7. Contractor employees shall not work on equipment or facilities that are not included in the contract scope of work, or where specific permits/clearances may be required prior to performing a task.

C. Incident Reporting

1. After notifying emergency agencies or calling 911, as appropriate, the Affiliate Project Monitor shall be notified immediately, and in writing, of any accidents involving personal injury requiring medical treatment, or property damage. The Contractor is responsible for notifying OSHA, when applicable. Appropriate written reports shall be completed within one working day.
2. All work must be done in a manner which minimizes the possibility of a spill of hazardous or non-hazardous substance to the environment. Placement of fuel, oils, chemicals and sanitary facilities, or fueling, greasing, or oiling of equipment shall be in a location which avoids, to the degree possible, water sources, wells, or other ecologically sensitive sites. Any spill must be immediately reported in writing to the Affiliate Project Monitor and the appropriate authorities. Contractor is responsible for all associated clean-up costs, penalties, etc.

D. Asbestos Containing Materials (ref: 29 CFR 1926.1101 and 1910.1001)

Contractors shall not disturb known or suspected asbestos-containing materials. When these materials are encountered and could potentially be disturbed by the work being performed, work should immediately be stopped and confirmatory analyses performed as necessary. The Contractor shall immediately notify the Affiliate Project Monitor in writing. Examples of presumed asbestos-containing materials include, but are not limited to, the following:

- Cement wallboard and exterior sheeting
- Thermal insulation and high temperature gaskets
- Ceiling tiles and lay-in panels
- Acoustical and decorative plaster
- Vinyl or asphalt floor tile and sheeting, and mastic
- Electrical cloth, electrical panel partitions, underground conduit, and fabric-type wire insulation
- Roofing shingles, felt, base flashing, and caulking
- Boiler, breeching, duct, and pipe insulation
- Wallboard and spackling/taping/joint compounds

E. Compressed Air/Air tools (ref: 29 CFR 1926.302 and 1910.243)

1. The contractor will comply with the standards for compressed air equipment used in providing compressed air for performing operations such as cleaning, drilling,

- hoisting and chipping.
2. Pneumatic power tools shall be secured to the hose in a positive manner to prevent accidental disconnection.
 3. Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from accidentally being expelled.
 4. The manufacture's safe operating pressure for all fittings shall not be exceeded.
 5. All hoses exceeding ½ -inch inside diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of failure.

F. Confined and Enclosed Spaces (ref: 29 CFR 1926.21; 1910.269(e) and 1910.146)

The Contractor is responsible for developing their own program and complying with all applicable confined-space and enclosed space work practices and standards. Contractor employees working in confined/enclosed space conditions must have demonstrated competency in proper work practices and rescue techniques (achieved by training and experience). The Contractor shall have a means of emergency rescue arranged prior to start of work and must check with the local fire department or agency expected to provide rescue assistance as to their availability prior to entering space.

G. Cranes (ref: 29 CFR 1926.550; 1910.179 and 1910.180)

The Contractor shall not use Affiliate cranes. Specific exceptions to this rule shall be written and made part of the contract. Qualified employees, with licenses when required, will operate cranes. If a license is required, the operator will have the license with them when operating subject cranes. Lift plans may be necessary before work begins. Documentation will be submitted to the Affiliate Project Monitor upon request. The Contractor must maintain a physical barrier around all equipment and machinery in the hoisting area. In areas exposed to vehicular traffic, the Contractor must conform with OSHA paragraph 1926.651(d) and also make appropriate arrangements with local authorities for traffic control/detour. All crane sites and equipment must be secured during off work hours to prevent unauthorized access.

H. Drugs and Alcohol (ref: 49 CFR 382; DOT Part 199)

1. Possession or use of controlled substances or alcohol is strictly prohibited on Affiliate premises or while working for the Company. Reporting to work on Affiliate property under the influence of unauthorized drugs or alcohol is strictly prohibited; any person under the influence of unauthorized drugs or alcohol shall not be permitted on the premises of an Affiliate project.
2. When applicable, Contractors must comply with U.S. Department of Transportation Part 199 regulations. The Contractor's written program and documented random sampling program for Drugs and/or Alcohol shall be made available upon request.

I. Electrical Safety (ref: 29 CFR 1926.402-408, 416, 417; 29 CFR 1926, subpart V, and 1910.269)

1. Only authorized and qualified personnel shall work on installation and maintenance of electrical equipment.
2. All equipment used, including extension cords, shall have required approvals and be free from known defects.
3. Electrical equipment or tools (unless specially designed) shall not be operated in wet areas, or where potentially flammable dusts, vapors, or liquids are present.
4. When working on Affiliate-owned equipment and facilities, the Contractor will utilize a lockout/tagout procedure or recognized isolation/tagging procedure, as specified by the Affiliate. GFCI's (ground fault circuit interrupters) shall be used for all electrical tools and equipment when used outdoors or in wet locations.
5. If a circuit breaker or other protective device operates ("trips") to open a circuit, a qualified electrician must determine the cause of the problem before the device is reset.
6. Equipment, boxes, switchgear, cabinets, or electrical rooms with exposed energized parts shall be attended or secured at all times.
7. All non-qualified Contractor employees and equipment shall stay a minimum of 10 feet away from overhead, energized lines. Non-qualified Contractor employees are not permitted to enter an energized substation unless qualified personnel accompany them.
8. Mobile radio antennas shall be lowered prior to taking any vehicles inside a substation.
9. No metal measuring tapes or tapes containing a metal wrap shall be used near energized circuits, equipment, poles or substation structures.
10. Metal tools utilizing cable slings, winch cable, chains, loose sections and ends of conductors, or other similar objects, shall be kept under control by the worker to prevent contact with energized conductors or equipment and the worker's body.

J. Excavations (ref: 29 CFR 1926.650-652, 1926.800, and 1926.956)

The general requirements of the OSHA Excavation Standard , 29 CFR 1926 Subpart P, including the provision for a competent person, shall be understood and followed by all Contractor employees. All excavations that workers may enter that are 5 feet or more in depth, or a depth where there is danger of cave-in shall be protected by a shoring or shielding system, or by an appropriate benching or sloping system. Materials shall not be stored closer than two (2) feet from the edge of a trench or excavation, and mobile equipment shall not be operated in close proximity to the edge unless extra precautions are taken to shore or slope the walls back to a stable slope. Additional requirements include but are not limited to the following items:

- Contractor must submit excavation plans to the Affiliate Project Monitor prior to any excavation work.
- Provide adequate barriers/barricades around excavations and machinery, including special considerations for securing excavations left overnight.
- In areas exposed to vehicular traffic, the Contractor must conform with OSHA paragraph 1926.651(d) and also make appropriate arrangements with local authorities for traffic control/detour.
- Perform air monitoring where there is a potential for a hazardous atmosphere.

- Make advance notification to Underground Facilities Protective Organization (e.g. Dig Safe).
- Provide adequate access and egress, and signage necessary to direct vehicular and pedestrian traffic safely around the work area.
- Perform routine inspections of all excavation equipment, including lights and safety features such as back-up warning devices.
- Hand dig when within two feet of any underground facility until the facility is exposed; then hand dig within four inches of the underground facility
- Notify Affiliate Project Monitor to obtain environmental assistance if it becomes necessary to perform dewatering.
- The Contractor shall promptly notify appropriate utilities of any damage done, prior to backfilling the trench.

K. Fire Regulations (ref: 29 CFR 1926.150, 152, 1910.38, 1910.39, 1910.157)

1. Contractors shall provide fire extinguishers, sealed, fire service ready, inspected and in good working order and properly maintained at all times when live gas work is being done. At least one 20-pound dry chemical fire extinguisher shall be on the ground near the edge of the excavation.
2. Contractors shall provide a trained fire watch as dictated by the job hazard assessment.
3. When required, hot work permits shall be obtained from the Affiliate Project Monitor for such activities as welding, cutting, burning, anything that causes a spark, uses an open flame, or involves temperatures high enough to ignite combustible materials.
4. All acetylene and oxygen cylinders shall be stored and used in accordance with OSHA regulations (ref: 29 CFR 1926.350), and transported per DOT specifications. Flashback arresters shall be installed at the welding tip and at the regulator.
5. Open flames, sparks or smoking shall be prohibited in areas so marked or designated, and where a recognized combustible/flammable hazard exists.
6. Fire detection and/or suppression systems shall not be disabled or blocked without notifying the Affiliate Project Monitor and obtaining his/her consent.
7. Flammable/combustible material shall be stored in approved containers and locations. Quantities in excess of one day's use shall be reported to the Affiliate Project Monitor.

L. Hazard Communication (ref: 29 CFR 1926.59 and 1910.1200)

1. The Contractor must have a written program that complies with OSHA's Hazard Communication standard.
2. Before commencing work, all affected Contractor employees must be trained in accordance with the requirements of the standard.
3. Contractors shall provide to the Affiliate Project Monitor a list of chemicals and Material Safety Data Sheets (MSDS) for each chemical that they will bring on Affiliate property or use on an Affiliate project.

4. Contractor chemical containers shall be properly labeled and stored.
5. All unused chemicals, which Contractors bring onto Affiliate property or use for a project, shall be the responsibility of the Contractor to properly dispose of and/or remove.
6. The Affiliate Project Monitor shall make Contractors aware of the Affiliate's Hazard Communication Program, notify them of any chemicals that they may be exposed to while working on Affiliate property, and provide access to the applicable MSDS.
7. The use of any hazardous material by a Contractor in occupied buildings must be approved by the Affiliate Project Monitor.

M. PCB fluids (Polychlorinated Biphenyl Fluids) (40 CFR 761)

PCB fluids were formerly used as an electrical insulating fluid (transformers, regulators, capacitors, PTs, CTs), and also can occasionally be found in the gas distribution system in gas pipe, distribution equipment, (filters, separators, drips, meters, and regulators) and gas condensate/pipeline liquids. All liquids recovered from gas pipelines must be assumed to contain PCBs until proven otherwise by approved testing methods. When these materials are encountered and could potentially be disturbed by the work being performed, work shall immediately be stopped. The Contractor shall immediately notify the Affiliate Project Monitor in writing.

N. Hazardous Waste (ref: 40 CFR 260)

Requirements of the U.S. DOT and U.S. EPA must be observed for all aspects of hazardous waste handling, storage and transportation. Contractor is responsible for the removal and proper disposal of all hazardous waste they generate, including completion of documentation such as waste profiles, waste analytical samples, and hazardous waste manifests. As a minimum, the Contractor shall perform proper labeling, adequate secondary containment, segregation of incompatible materials, and routine inspection of storage areas as required by all U.S. EPA, state and local regulations. In addition, all hazardous waste containers must be properly constructed and in sound condition, and shall be kept securely closed. Contractor employees must be properly trained in hazardous waste procedures in accordance with regulatory requirements. The Contractor shall notify the Affiliate Project Monitor in writing before making any arrangements for shipping and disposal of hazardous waste.

O. Housekeeping (ref: 29 CFR 1926.25)

1. Good housekeeping practices shall be strictly adhered to daily. The work site shall be kept clean and orderly.
2. Trash shall be promptly removed from the work site and from the customer's property.
3. Boards with protruding nails shall not be left lying around. All nails shall be withdrawn or hammered down.
4. Contractors shall not block means of access or egress, or safety equipment.

P. Ladders and Scaffolding (ref: 29 CFR 1926.451, 1050-1053, 1060, 1910.27)

1. Contractors shall not use Affiliate ladders without permission from the Affiliate Project Monitor, or where an exception is included in contract documents.
2. Contractors are required to furnish their own ladders and equipment free of defects.
3. All straight and extension ladders shall be properly maintained and equipped with approved safety feet.
4. No work shall be performed until the ladder is properly secured.
5. Barricades should be placed to direct pedestrian traffic away from ladders.
6. Ladders must be inspected for defects on a regular basis, and immediately removed from service when deemed unsafe
7. The areas at the top and bottom of a ladder shall be kept clear of debris and equipment.
8. Ladders made of conductive materials shall not be used while working in proximity to energized electrical facilities.
9. All ladders shall be removed at the end of the work shift to prevent unauthorized use, or access to elevated surfaces.
10. All scaffolding erection and use shall be in compliance with OSHA standards. A licensed Professional Engineer's approval of scaffolding plan(s) shall be submitted as required.

Q. Lead (ref: 29 CFR 1926.62 and 1910.1025)

Contractors shall not disturb known or suspected lead-based paint and other lead-containing materials. When these materials are encountered and could potentially be disturbed by the work being performed, work shall be stopped immediately. The Contractor shall immediately notify the Affiliate Project Monitor in writing.

R. Medical Services (ref: 29 CFR 1926.50)

1. When a medical facility is not reasonably accessible (i.e., within 15 minutes) for the treatment of injured employees, personnel trained to render first aid and CPR shall be available at the worksite. The personnel designated to provide CPR and first aid must have current certifications and must carry evidence of their training while on site.
2. First aid supplies approved by a consulting physician shall be readily available at the worksite.

S. Motor Vehicles (ref: 29 CFR 1926.600-02)

1. Contractors shall not use Affiliate vehicles without permission. Contractors shall transport employees in a safe manner (e.g., riding in the back of a pick-up and in places other than the operator's seat, (i.e., a backhoe bucket or fender) is prohibited).
2. Contractor employees shall possess the necessary license classification for vehicle(s) being driven.

T. Overhead Work (ref: 29 CFR 1926.500-503)

1. Personnel shall be protected from falling tools, equipment and material.
2. All girders, beams and overhead surfaces shall be kept free of loose material.

U. Personal Safety Equipment (ref: 29 CFR 1926.28, 52, 95, 100-103, 353, 500-503; 1910 Subpart I)

1. Eye and Face Protection - Approved and appropriate eye and/or face protection shall be worn at the worksite. Personnel involved in welding operations shall wear eye protection with filter lenses or plates of the proper shade number. The eye and face protection must meet the requirements of ANSI Z87.1-2003.
2. Head Protection – OSHA approved hard hats meeting the requirements of ANSI Z89.1-2003 shall be worn at work sites where there is potential for head injury. Bump caps, metal hard hats, and metal hard caps are prohibited.
3. Clothing – Contractors employees shall be properly clothed at all times. Appropriate flame retardant clothing is required while working on energized gas pipelines, energized electrical equipment and whenever a flame hazard exists.
4. Gloves – Suitable gloves will be worn when there is a potential for hand injury.
5. Foot Protection – Safety shoes and boots that meet the guidelines of ANSI Z41-1991 must be worn whenever exposed to crushing hazards.
6. Hearing Protection – All personnel subjected to sound exceeding the OSHA permissible 90 decibel level shall have available and wear appropriate hearing protection. Hearing protection training and medical monitoring are required by OSHA for contractor employees working in areas exceeding the OSHA 85 decibel action level.
7. Respirators - The contractor shall provide respirators based on the hazard encountered. Contractor respirator use will be in compliance with OSHA requirements.
8. Fall protection - Whenever work site conditions involve a potential for a fall hazard of 4 feet or more, the contractor shall use appropriate fall protection meeting the requirements of OSHA 29 CFR Subpart M – Fall Protection.

V. Radiation (ref: 29 CFR 1926.53, 1910.96, 1910.97, 1910.1096, 10 CFR 19, 20, 32-36, 39)

1. The Contractor may utilize equipment containing an ionizing radiation source only when appropriately licensed to do so. A copy of their license must be available on-site.
2. The Affiliate Project Monitor will inform the Contractor when work is necessary near an Affiliate ionizing radiation source.
3. If work is required in the proximity of an ionizing radiation source, the Contractor shall comply with all applicable regulations.

W. Tools (ref: 29 CFR 1926.300-305, 1910.242)

1. Contractors shall not use Affiliate tools without permission.
2. Tools shall be kept defect free and if defects are found, immediately taken out of service.
3. Tools shall be maintained as per manufacturer's specifications and governing regulations.
4. Tools shall not be retrofitted or modified.

X. Water Safety (ref: 29 CFR 1926.106)

When Contractors work over or near water and where the danger of drowning exists, the contractor must comply with all provisions of OSHA (i.e., training, Coast Guard approved life jackets, ring buoys, skiffs, fall protection etc.).

Y. Work Zone Protection (1926.201)

1. Contractors shall use adequate work area protection. All work area protection shall be in accordance with the Federal/State Manual of Uniform Traffic Control Devices.
2. All contractors working in the road right-of-way:
 - a. Shall wear ANSI 107 Class 2 or 3 compliant clothing.
 - b. Shall wear ANSI 107 Class 2 or 3 compliant traffic vests for flagging and night work.
 - c. Must comply with the provisions of any state permits issued to the Affiliate.

5. SPECIFIC REQUIREMENTS FOR ELECTRIC AND GAS WORK

Electric Power Generation, Transmission and Distribution Work (ref: 29 CFR 1910.269)

Contractor shall comply with all OSHA requirements for operation and maintenance of electric power generation, transmission and distribution lines and equipment including:

- Job briefing requirements
- Line clearance tree- trimming operations including brush chippers and chain saw use.
- Specific training including skills and techniques necessary to perform this work
- Hazardous energy control (lockout/ tag out) procedures
- Enclosed spaces
- Fall protection
- Tools and equipment including live-line tools
- Working on or near exposed energized parts
- Minimum approach distance
- Grounding for the protection of employees
- Work involving overhead lines including installing and removing lines
- Substation work activities including entry and job briefings

Tree contractors working for Affiliates will be required to work in accordance with the latest American National Standard Institute (ANSI) safety requirements for tree care operations involving pruning, trimming, repairing, maintaining and removing trees and cutting brush.

Helicopter Regulations (ref: 29 CFR 1926.551, 1910.183)

Contracted helicopters shall comply with any applicable regulations of the Federal Aviation Administration.

- Briefing: Prior to each day's operation a briefing shall be conducted. This briefing shall set forth the plan of operation for the pilot and ground personnel.
- Personal protective equipment for employees shall consist of complete eye protection and hard hats secured by chinstraps.
- Loose fitting clothing likely to flap in the downwash, shall not be worn.
- Every practical precaution shall be taken to provide for the protection of the employees from flying objects in the rotor downwash. All loose material within 100 feet shall be secured or removed.
- No unauthorized person shall be allowed to approach within 50 feet of the helicopter when the rotor blades are turning.
- Whenever approaching or leaving a helicopter with blades rotating, all personnel shall remain in full view of the pilot and keep in a crouched position. Personnel shall avoid the area from the cockpit or cabin rearward unless authorized by the helicopter operator to work there.
- There shall be constant reliable communication between the pilot, and a designated person of the ground crew who acts as a signalman. This signalman shall be distinctly recognizable from other ground personnel.

Gas Distribution Operations and Personal Protective Equipment in Potentially Hazardous Atmospheres

All gas Contractors must comply with applicable OSHA requirements, as well as the requirements of the U.S. Department of Transportation (DOT), including drug and alcohol misuse testing. Worker protection is a key requirement on all gas projects. A copy of the Affiliate's procedures will be provided if the work involves encountering a potentially hazardous atmosphere requiring the use of personal protective equipment. This will include a copy of the Affiliate's task-specific Personal Protective Equipment Matrix (see Attachment B). This procedure describes specific requirements for working in an atmosphere which may be hazardous due to the presence of natural gas or oxygen deficiency (asphyxiation hazard). This procedure is applicable to all phases of operation, maintenance and construction of the gas system.

Attachment B

(AFFILIATE COMPANY NAME)

CONTRACTOR'S SIGN-OFF SHEET

NOTE: The Contractor Safety Requirements shall be read and understood and the sign-off sheet completed before arrival on the job site or commencement of work.

[illegible]

Attachment C

(AFFILIATE COMPANY NAME)

PERSONAL PROTECTIVE EQUIPMENT MATRIX

(INCLUDE WHERE APPLICABLE)



Contractor Background Check Policy

Domestic Background Checks

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, "Representatives"), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, "Contractor Representatives"). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor's obligations with respect to required background checks shall include those obligations specified for Contractor in the Iberdrola USA –Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Policy is incorporated herein and made part of this Agreement by reference (the "Rule"). Background checks are to be conducted using the Contractor's background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

- a. Social Security Number Verification
- b. Motor Vehicle Report
- c. Prohibited Parties Database Search\Debarment Lists
- d. County Criminal History Search in each county where a Contractor or Contractor Representative has resided during the seven (7) years preceding the search.
- e. National Sex Offender Registry.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in Attachment A of this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the "Company Liaison") shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor's Background Check process using either a third-party auditor or representatives from the Company's Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

Foreign Background Checks

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, “Representatives”), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, “Contractor Representatives”). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor’s obligations with respect to required background checks shall include those obligations specified for Contractor in the Iberdrola USA –Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Rule is incorporated herein and made part of this Agreement by reference (the “Rule”). Background checks are to be conducted using the Contractor’s background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

NERC CIP Access. If applicable (i.e., when IUSA determines that the Contractor engagement is such that compliance with NERC CIP Standards is required), the background check needs to include an identity verification and 7-year criminal history check as more particularly set forth below.

- For someone who has resided and/or worked outside of Spain in the last 7 years, the contractor should perform an International Background Check to show the absence or existence of a criminal record. International background checks should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as address and identity verification
- For someone who has resided and worked only in Spain for the last 7 years, their passport and recent Criminal Record Certificate from the Spanish Ministry of Justice is sufficient (assuming it shows the absence of a criminal record).
- Due to EU privacy rules, the Criminal Record Certificate can only be supplied to the applicant after proof of identity. The Certificate certifies the absence or existence of a criminal record. If the applicant is not willing to obtain and provide the Certificate, an International Background Check should be conducted.

Non CIP Access. To comply, the background check needs to include the following:

- For someone who has resided and/or worked outside of Spain in the last 7 years, the vendor should include identity verification and perform an **International Background Check** to show the absence or existence of a criminal record. The international background check should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as identity.
- For someone who has resided and worked only in Spain for the last 7 years, a **certificate duly signed** by the vendor is sufficient if it states that its employee(s) assigned to work

for Iberdrola USA (i) are duly affiliated to the Spanish Social Security and (ii) have the necessary academic and professional experience.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in Attachment A of this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the "Company Liaison") shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor's Background Check process using either a third-party auditor or representatives from the Company's Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

Iberdrola USA – Contractor Background Check Policy

Contractor Certification Form

The undersigned agent of _____ **certifies** that the employees, contractors, or subcontractors listed below meet the requirements agreed to in Attachment B of the Rule.

It is the responsibility of the vendor to notify Iberdrola USA of all personnel changes to include additions as well as voluntary or involuntary terminations. Additions and voluntary terminations are to be communicated within seven (7) calendar days and involuntary terminations must be communicated immediately.

Employee Name	Employer	Date of Last Background Check

Further, I attest that the employees, contractors, or subcontractors listed above working for Iberdrola USA are in good standing and have been in good standing since their last background check.

Signature

Date

Printed Name and Position