

MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT is made this 24 day of August 2017 by and between **AVANGRID SERVICE COMPANY**, a Delaware Corporation, with offices located at 89 East Avenue, Rochester, New York 14649 (hereinafter, “ASC”) and [REDACTED] and its affiliates and subsidiaries with offices located at [REDACTED] (hereinafter, “Supplier”). ASC and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, ASC is authorized to assist the utility operating company subsidiaries of AVANGRID 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 AVANGRID 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, ASC 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 ASC 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 ASC 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 ASC or a Company in accordance with this Master Agreement.
- (g) The "Effective Date" shall mean August, 31 2017.
- (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 ASC agrees that, upon a request made to ASC by a Company for assistance in procuring Services, ASC 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. ASC 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 and acceptance 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) ASC 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 ASC, 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, ASC and/or the Company(ies) shall review the Supplier's proposal. If ASC 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 and acceptance 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, ASC makes no representation or warranty that ASC 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. ASC 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 ASC or any Company shall not constitute an offer by ASC 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 ASC or a Company and accepted by the Supplier. Nothing herein shall obligate Supplier to accept any Purchase Orders issued by ASC.

(c) Supplier further acknowledges that each Purchase Order processed in accordance with this Article 2 and issued to Supplier by ASC 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 ASC or any Company(ies) during the relevant time period.

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 ASC 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 ASC 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 ASC 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) ASC 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 ASC'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. ASC 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 ASC.

(b) Termination of this Master Agreement by ASC shall not effect, or result in, termination of any Purchase Orders issued by ASC or a Company and for which Supplier has begun to deliver Services prior to the effective date of termination set forth in ASC'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 ASC 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 ASC and has no authority to represent the ASC as to any matters, except as expressly authorized in this Master Agreement.

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

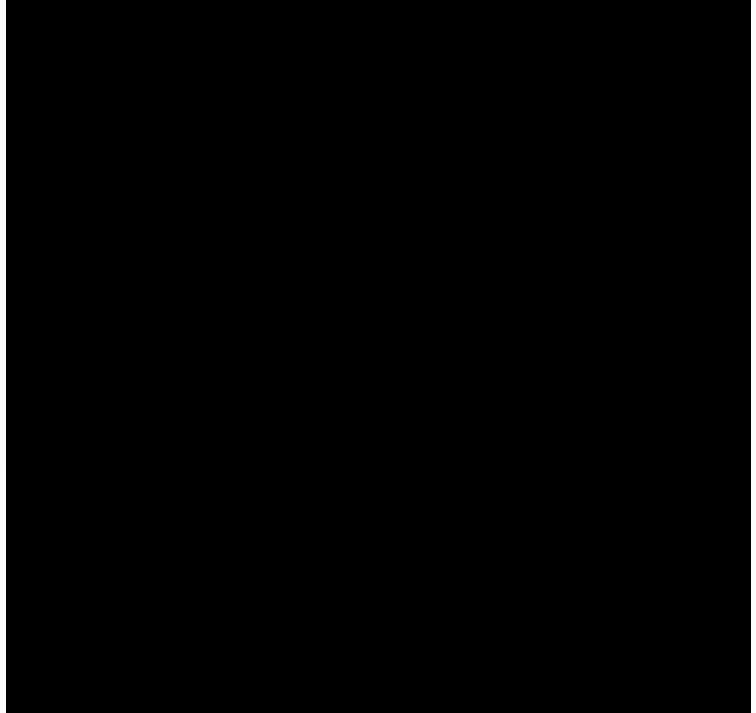
ASC



Signature
R.D. Kump

Print Name
CEO

Title
9/26/17

Date



ASC


Signature
Robert P. Fitzgerald, Jr.

Print Name
VP Controller of Networks

Title
9/25/17

Date

SCHEDULES:

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

SCHEDULE A

Companies

Central Maine Power Company
Augusta General Office
83 Edison Drive, Augusta, Maine 04336

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

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

SCHEDULE B

Services

The Supplier will perform various Waste Pick-up, Transportation and Disposal Services as requested in writing by an authorized Customer representative using a Customer Purchase Order. The Purchase Order must be used to release individual work assignments under this Agreement and will delineate at a minimum, the scope of work, schedule, dollar amounts and any other special terms or conditions required.

Waste Disposal Services:

Supplier is expected to perform waste pick-up, transportation and disposal services as requested and authorized by approved PO.

Supplier is expected to provide and prepare all required shipping papers (including DOT and land ban forms); complete and return signed manifests.

Supplier is expected to aid in preparation of shipping profiles, as required.

Shipments are coordinated at, but not limited to, Customer locations identified on proposal form.

Electrical Equipment Recycling Program:

In NY, oil-filled electrical equipment is shipped every 30 days from Customer sites for testing at Supplier facility as authorized by approved PO.

In NY, Supplier is responsible for coordination of 30 day pickups with Customer storerooms.

In Maine, oil-filled electrical equipment is shipped as Customer requests from only the North Augusta Service Center location.

Shipments are coordinated at Customer locations identified on proposal form.

Supplier is responsible for providing and preparing all required shipping papers (including DOT and land ban forms) complete and return signed manifests.

Supplier is expected to aid in preparation of shipping profiles, as required.

Supplier is responsible for providing equipment testing results to Customer in a timely manner.

Supplier is responsible for providing payback revenue to Customer within 45 days of month close.

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 ASC and [REDACTED] Inc (“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 records made available to it 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. Notwithstanding, ASC shall provide information which ASC has reasonably available regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Supplier. ASC represents and warrants to Supplier that ASC has the requisite legal right, title, and interest necessary to provide access to the job site.

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 60th 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 for payment 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. In the event subsurface or latent conditions at the work site materially differ from those indicated in the contract documents or if the latent or subsurface physical conditions are of an unusual nature not ordinarily found to exist in environmental service activities identified in the contract documents or in the records available to Supplier, the Supplier shall be entitled to request an equitable adjustment of the Contract price and time.

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 either Party 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 under this Agreement.

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 "Indemnitee") 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 to the extent 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, to the extent due to the negligent, reckless or willful actions or omissions of the Supplier, or its agents or subcontractors. Notwithstanding Article 37, Supplier's indemnification obligations other than for claims specifically identified in (A) through (E) above shall not include special, indirect, or consequential damages suffered or claimed by an Indemnitee unless the same arise as a damages claimed by a third party. 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. Notwithstanding anything to the contrary, nothing herein shall require Supplier to indemnify any Indemnitee for its own negligence or willful misconduct.

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, except that payment for Services previously rendered shall not be deemed a cause beyond the control of Company.

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 except where excused by Force Majeure. 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 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.

In the event Company is in default of any of its obligations under this Agreement, Supplier shall have the right, on thirty (30) days written notice to Company, to terminate this Agreement for such default; provided, however, that Company shall have the right to cure by submitting a plan acceptable to the Supplier to cure the default during the thirty (30) day notice period in order to avoid termination and providing that such default is, in fact, cured within thirty (30) days after Company first received notice of the default from Supplier.

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, which consent shall not be unreasonably withheld. 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 either Party 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

EXCLUDING SUPPLIER’S INDEMNIFICATION OBLIGATIONS OR AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY 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 its 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

Supplier will use its best efforts to improve continuously its performance in all areas. 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.

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

Not used. **ARTICLE 47 – ETHICS**

Supplier shall comply with the Code of Ethics of Iberdrola S.A. (“Code of Ethics”), the AVANGRID 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 AVANGRID 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 \$650,000 \$1,500,000 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

Waste Disposal Rates

Description	Unit of Measurement (pound, ton, gallon, etc)	Container size (55 gal drum, rolloff, tanker, etc)	Disposal method L = landfill T = Treat R = Recycle I = incinerate TD= Thermal destruction O = other (specify)	Bidder Unit Price	Bidder Notes
Mineral Oil <50ppm PCB	drum	55 gal drum	R		
Mineral Oil <50ppm PCB	gallon	bulk tanker	R		
Mineral Oil Contaminated Debris <50 ppm PCB	drum	55 gal drum	L		
Mineral Oil Contaminated Debris <50 ppm PCB	x(waste wrap	cubic yard bc	L		
Mineral Oil Contaminated Debris <50 ppm PCB	ton	bulk	L		
Category: PCB contaminated items (50 - 499 ppm PCB)					
PCB Contaminated Oil	drum	55 gal drum	T		
PCB Contaminated Oil	gallon	bulk tanker	T		
PCB Contaminated Debris	drum	55 gal drum	I		
PCB Contaminated Debris	drum	55 gal drum	L, I		
PCB Contaminated Debris	ton	bulk	L		
Category: PCB items (500 ppm and greater)					
PCB Oil	drum	55 gal drum	T		
PCB Small Capacitors/Ballasts	pound	55 gal drum	I, R		
Category: other PCB items (greater than 10 micrograms/100 sq cm)					
Natural gas pipe (may contain coal tar asbestos wrapping / may be plastic metal mix)	ton	bulk roll-off	T		
Natural gas pipe (may contain coal tar asbestos wrapping / may be plastic metal mix)	ton	bulk roll-off	L		
Aerosol Cans	drum	55 gal drum	I		
Paint Waste	drum	55 gal drum	I		
Garage Drain Sludge (dirt, motor oil, water)	drum	55 gal drum			
Natural Gas Mercury Regulator	each	55 gal drum	R		
Mercury High Intensity Bulbs	pound	mflexbin/gayl	R		
Mercury Containing Equipment (MCE)	drum	5 gal pail	R		
Lead Acid Batteries	pound	battery - wet	R		
Lead Acid Batteries	pound	attery - gel ce	R		
Lithium Batteries	drum	5 gal pail	R		
Nickel Cadmium (NiCad) Batteries	drum	5 gal pail	R		
Alkaline Batteries (Broome County, New York only)	drum	55 gal drum	R		
Non-Hazardous MGP Soil	drum	55 gal drum	L		
Non-Hazardous MGP Soil	ton	bulk	L		
MGP Soil (D018 only/thermal destruction) (shipped as non-haz)	ton	bulk	ermal Destruction		
Hazardous MGP Water (D018)	drum	55 gal drum	T		
Hazardous MGP Water (D018)	gallon	bulk	T		
Non-Hazardous MGP water	drum	55 gal drum	T		
Non-Hazardous MGP water	gallon	bulk	T		
Hazardous Coal Tar (pure) (D018 and / or D003 for cyanides/sulfides)	gallon	bulk	I		
Hazardous Debris (D018)	drum	55 gal drum	I		
Note 1: In the "Bidder Notes" column H, provide your facility waste acceptance criteria and limits.					
Fluorescent Bulbs -straight	pound	box	R		
Fluorescent Bulbs -U-bend, misc. shaped	pound	box	R		

Category: Transportation			
Provide logistic information in Column H (Company owned vehicles, subcontractors used, etc)			
Milkrun services are required.	Container Space	55 gal drum space	NA
LTL transportation services Cost if Milkruns are not provided	Container Space	55 gal drum space	NA
Provide transportation pricing structure. Routine shipping locations are attached in tab number 4. Provide Pricing in Column H.			
Provide your stop fee.	Number		
Provide demurrage charge schedules, including how many hours free before fee begins.	Hours		

Equipment Disposal Rates

Description	Unit of Measurement (pound, ton, gallon, etc)	Container size (55 gal drum, rolloff, tanker, etc)	Disposal method L = landfill T = Treat R = Recycle I = incinerate TD= Thermal destruction O = other (specify)	New York State Electric and Gas (NYSEG) UNIT Price	Central Maine Power (CMP) UNIT Price	Rochester Gas and Electric (RGE) UNIT Price	AVANGRID Applicable Notes	Contractor Applicable Notes Include conditions of acceptance (if any)
Category: Equipment Sampling and PCB Testing								
Sampling								
PCB Analysis								
Sampling and PCB Analysis								
Category: Non-PCB equipment/ Dielectric Fluid								
Drained & Oil Filled Non-PCB Transformers	cost / kva	n/a	R					
Oil Filled Non-PCB Electrical Equipment (regulators, bushings, breakers, etc.)	pound	n/a	R					
Non-PCB Capacitors	pound	55 gal drum	I					
Mineral Oil <50ppm PCB	drum	55 gal drum	R					
Mineral Oil <50ppm PCB	gallon	bulk tanker	R					

Category: PCB contaminated equipment / Dielectric Fluid (50 - 499 ppm PCB)			
Drained & Oil Filled PCB Contaminated Transformers	pound	n/a	R
Drained & Oil Filled PCB Contaminated Regulators & Bushings	pound	n/a	R
PCB Contaminated Oil	drum	55 gal	T
PCB Contaminated Oil	gallon	bulk tanker	T
Category: PCB equipment / Dielectric Fluid (500 ppm and greater)			
Drained & Oil Filled PCB Transformers	pound	n/a	R
Drained & Oil Filled PCB Regulators & Bushings	pound	n/a	R
PCB Oil	drum	55 gal	T
PCB Oil	gallon	bulk	T
PCB Small Capacitors/Ballasts	pound	55 gal drum	I/ R

Shipping Locations

				Transportation Rate (Rates/Trip)	Transportation Rate For Electrical Equipment (Only) To Twinsburg, OH	Comments
New York Locations						
Auburn	73 Wright Circle	Auburn	13021	Varies By Service Request		
Binghamton	4425 Old Vestal Road	Vestal	13850	Varies By Service Request		
Brewster	35 Milan Road	Brewster	10509	Varies By Service Request		
Elmira	One Electric Parkway	Horseheads	14845	Varies By Service Request		
Geneva	152 Border City Road	Geneva	14456	Varies By Service Request		
Hornell	7760 Industrial Park Ro	Hornell	14843	Varies By Service Request		
Ithaca	1387 Dryden Road	Ithaca	14850	Varies By Service Request		
Kirkwood	18 Link Drive	Binghamton	13904	Varies By Service Request		
Lancaster	150 Erie Street	Lancaster	14086	Varies By Service Request		
Liberty	26 Wierk Avenue	Liberty	12754	Varies By Service Request		
Lockport	6544 Lincoln Avenue	Lockport	14094	Varies By Service Request		
Mechanicville	6 Werner Road	Mechanicville	12065	Varies By Service Request		
Norwich	Hale Street	Norwich	13815	Varies By Service Request		
Oneonta	65 Country Club Road	Oneonta	13830	Varies By Service Request		
Plattsburgh	4125 Route 22	Plattsburgh	12901	Varies By Service Request		
Walton	34440 State Highway 14	Walton	13856	Varies By Service Request		
Canandaigua						
Canandaigua	79 Clark Street	Canandaigua	14424	Varies By Service Request		
Filmore	32 Main Street	Filmore	14735	Varies By Service Request		
Scottsville Road	1300 Scottsville Road	Rochester	14624-5128	Varies By Service Request		
Sodus	14 State Street	Sodus	14551-1130	Varies By Service Request		
Western Monroe	1880 Union Street	Spencerport	14559-1146	Varies By Service Request		
Eastern Monroe	1270 Plank Road	Webster	14580	Varies By Service Request		
West Avenue	400 West Avenue	Rochester	14611	Varies By Service Request		
Wolcott	5800 New Hartford Stre	Wolcott	14590	Varies By Service Request		
Brooks Avenue	755 Brooks Avenue	Rochester	14619-2256	Varies By Service Request		
ChemLab	1 Suntru Street	Rochester	14608	Varies By Service Request		
Maine Locations						
North Augusta Service Center	53 Anthony Avenue	Augusta	04330-7880	Varies By Service Request		
Augusta	57 Old Winthrop Road	Augusta	04330	Varies By Service Request		
Fairfield	205 Center Road	Fairfield	04937	Varies By Service Request		
General Office	83 Edison Drive	Augusta	04336	Varies By Service Request		
Lewiston	740 Main Street	Lewiston	04240	Varies By Service Request		
Portland	162 Canco Road	Portland	04103	Varies By Service Request		

General Pricing Conditions

This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, [REDACTED] reserves the right to decline to enter into such an agreement without prejudice or penalty.

Assumptions and Considerations

Please find below the general pricing conditions for this contract. These conditions govern all waste streams and generic pricing covered under this contract. These conditions are in addition to specific pricing notes provided on the pricing matrixes.

1. All manifests and labels will be furnished at no charge. Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at [REDACTED] each.
2. All approved (“Approved”) waste streams are coded with [REDACTED] Waste Classification Codes, which define the specifications for drummed, containerized and bulked wastes. Wastes that are received not conforming to these specifications may be subject to additional costs. A completed waste profile sheet, sample, representative analysis or MSDS must be submitted prior to approval and scheduling.
3. Lab Pack rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials. [REDACTED] reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. [REDACTED] will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.
4. Some bulk waste streams require a sample prior to acceptance and approval. Final pricing for bulk waste streams will be determined from actual samples and/or trial loads. Specifications for bulk waste streams will be individually defined, but will generally follow the same specifications as the containerized wastes.
5. All pricing presented in this contract is based on [REDACTED] ability to utilize our approved network of audited TSDFs. If the number of sites is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.
6. Local, state and federal fees/taxes applying to the generating location/receiving facilities as well as applicable sales taxes are not included in disposal pricing and will be added to each invoice as applicable.
7. Unless otherwise noted on the bid price sheet, all prices are in US funds.

8. Drum Minimums

The following minimum container charges apply to all waste, unless the base 55-gallon drum price is lower. Drum minimums take precedence over different size container pricing.

Waste Description	Minimum Charge
Electronics	
Solvents, Fuels, Non-Haz Landfill	
PCB Reclamation, Empty Drum Incineration	
Clean Extraction System (CES), Non-Haz Incineration, Batteries (except Lithium & Mercury), Light-Treat WWT, Haz Landfill, Lab Packs for: Fuel, WWT, & Landfill	
Incinerable Liquids, Lightweight Incinerable Solids, Solid Fuels, Lab Packs for Incineration, PCB Landfill, Bio Haz Waste, Corrosive Fuels	
Incinerable Solids, PCB Incinerables, A99s (other than reactives and direct burns), Oxidizers, Heavy-Treat WWT, RCRA Medical Waste, Canadian Landfill, and NORM Waste	
Lab Pack Reactives, Bulk Reactives, Direct Burns, Mercury Debris, Mercury Batteries, Lithium Batteries	
DEA Controlled Substances	
Mercury Compounds/Salts/Solutions, Mercury for Incineration, Lab Packs for Stabilization with High Arsenic	
Reactive Alkali Earth Metals for Incineration	
Dioxins for Incineration in Canada, DEA Controlled Lab Packs for Reverse Distribution	
Bulbs	
Empty Drums/Empty PCB Drums ≤ 5gal > 5gal < 20gal ≥20gal	

Container Size Disposal Pricing as a Percent of 55-Gallon Drum Prices

Different size container pricing will be priced accordingly. Odd sizes not covered herein will be priced case-by-case.

Container Size	Container Multiplier*
5 gallon or less	
6 gallon – 20 gallon	
21 gallon – 30 gallon	
31 gallon – 55 gallon	
56 gallon – 85 gallon (overpacks)	
Cubic Yard Boxes	
Tote (<300 gallon)	
Tote (300 - 375 gallon)	

*Or as otherwise indicated on bid spreadsheet.

9. Bulk or drum waste shipped frozen may be subject to a fee covering the costs associated with defrosting / steaming the material in order to process the waste for disposal.
10. Overpacked drums with the drum inverted will be subject to a [REDACTED] inverted drum fee. If waste must be overpacked upon receipt at a CHES plant, an overpack fee of [REDACTED] will be invoiced.
11. A minimum disposal charge of [REDACTED] will be billed for all bulk liquid loads.
12. Bulk Minimums: The following minimum bulk disposal charges apply per load delivered to a CHES incinerator, landfill or other end disposal facility.

Incineration Solid -	12 tons
Incineration Liquid -	[REDACTED]
Fuels Blend Liquid -	[REDACTED]
Waste Water Treatment -	[REDACTED]
Landfill –	[REDACTED]
Hazardous	[REDACTED]
Non-hazardous liquids -	[REDACTED]
Non-hazardous solid -	[REDACTED]

Note: Wastes that are lightweight and priced by the cubic yard will be invoiced based upon the size of the rolloff container.

13. Payment terms will be in conformance with the Waste Disposal Services Agreement.
1. Variable Energy and Security Recovery Fee

14. Waste Disposal Codes and Disposal Code Specifications

Waste Disposal Code	Waste Disposal Code Specifications
A24P	<p>A24P - CES LIQUID - PRETREATMENT Less than 300,000 ppm total organic carbon Source of PCB <50 ppm No biocides, pesticides, or cyanide No chelating agents, surfactants, or emulsifiers Up to 100 ppm phenol Must not set up in water or organic solvents pH 2-12 Waste codes and treatability acceptable for CES process Specific gravity less than 1.2 PRIMARY DISPOSAL METHOD: CLEAN EXTRACTION SYSTEM</p>
A31D	<p>A31D - DIELECTRIC FLUID LESS THAN 50 PPM PCB Less than 1 inch solids No water later Must be pump-able Less than 50 ppm PCB PRIMARY DISPOSAL METHOD: DECHLORINATION</p>
A31S	<p>A31S - Specification oil from transformer reclaim Less than one inch of solid in the drum PCB must be less than 2ppm No pesticides Organic halogens less than 1000 ppm Flash point greater than 100°F pH between 2-12.5 Must be petroleum-based oil (greater than 5000 BTUs/lb.) Less than 5 percent water Cannot be mixed with other hazardous waste PRIMARY DISPOSAL METHOD: OIL RECOVERY</p>
B52	<p>B52 - WASTEWATER FOR CARBON TREATMENT Less than 2 percent Total Suspended Solids (TSS) Less than 2,500 ppm Metals Less than 1 inch of solids in drums Less than 1 percent T.O.C. (Total Organic Carbon) Meets requirements for carbon treatability PRIMARY DISPOSAL METHOD: CARBON ABSORPTION</p>
CBP	<p>CBP - SOLIDS OR SEMI-SOLIDS TO HAZARDOUS LANDFILL Source of PCB < 50 ppm Must not be prohibited from landfill Must not require stabilization or encapsulation May require solidification if liquids are present PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL</p>
CCS	<p>CCS - CHARACTERISTIC SOLIDS/SEMI SOLIDS FOR STABILIZATION Less than 30ppm amenable cyanide No pesticides or herbicides No organic debris or organic layers U.S. E.P.A. waste codes (D002, D004-D011) Cyanides must meet U.S. LDR standards Less than 1,000 ppm T.O.X. (Total Organic Halogen) Less than 2 percent T.O.C. (Total Organic Carbon) Less than 0.5 percent Ammonia Less than 5 percent total metals Flashpoint greater than 140 F PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL</p>

CFL1	CFL1 - MERCURY BULBS FOR RECLAMATION Less than 5 percent broken bulbs Intact 4 foot or 8 foot bulbs Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION
CFL2	CFL2 - MISC. MERCURY BULBS FOR RECLAIM Misc. shaped bulbs containing mercury for reclaim Limited to U tubes, Circular, Incandescent, Quartz, Halogen Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury No D003 bulbs PRIMARY DISPOSAL METHOD: RECLAMATION
CHBI	CHBI - PCB BALLASTS FOR INCINERATION U.S. TSCA regulated light ballasts only, no conduit or pipe PRIMARY DISPOSAL METHOD: INCINERATION
CHCI	CHCI - CAPACITOR FOR INCINERATION PRIMARY DISPOSAL METHOD: INCINERATION
CHDR	CHDR - PCB contaminated bushings >50ppm, <500ppm for reclaim U.S. TSCA regulated 50ppm-500ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION
CHDRH	CHDRH - PCB bushings >500ppm for reclaim
CHSI	CHSI - PCB SOLIDS FOR INCINERATION U.S. TSCA regulated May also be hazardous May include: ballasts, debris, soil, PPE Small transformers case by case Must be shreddable PRIMARY DISPOSAL METHOD: INCINERATION
CHSL	CHSL - PCB SOLIDS FOR LANDFILL Non-hazardous No free liquid Must be able to be landfilled PRIMARY DISPOSAL METHOD: TSCA LANDFILL
CHTRH	CHTRH - PCB TRANSFORMERS FOR RECLAIM (>500 PPM) PCBs greater than 500 ppm Transformer decommission sheet must be completed MUST BE NON-LEAKING PRIMARY DISPOSAL METHOD: METAL RECLAMATION
CHWR	CHWR - MISC. ELECTRICAL EQUIPMENT, 50PPM-500PPM PCB FOR RECLAIM TSCA regulated Greater than 50ppm but less than 500ppm PCB PRIMARY DISPOSAL METHOD: METAL RECLAMATION
CHWRH	CHWRH - MISC. ELECTRICAL EQUIPMENT, GREATER THAN 500PPM PCB U.S. TSCA regulated Greater than 500ppm PCB Switches, Fuses, etc
CNO	CNO - NON HAZARDOUS SOLID Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL

CNOS	<p>CNOS - NON HAZARDOUS SEMI-SOLIDS Must be able to be landfilled No herbicides, pesticides, or cyanides Source of PCB < 50 ppm Flash point over 140°F PRIMARY DISPOSAL METHOD: NON HAZARODUS LANDFILL</p>
D80D	<p>D80D - NON PCB BUSHINGS AND <50ppm FOR RECLAIM Non PCB bushings or bushings with less than 50ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION</p>
D80I	<p>D80I - NON-PCB ARTICLES FOR INCINERATION Not hazardous Source of PCB < 50 ppm Small transformers case by case Capacitors, Ballasts, Switches Must be shreddable PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>
D80W	<p>D80W - MISC. ELECTRICAL EQUIPMENT, FUSES, SWITCHES, ETC. <50PPM PCB Misc. electrical equipment Non PCB or electrical equipment with less than 50ppm PCB PRIMARY DISPOSAL METHOD: RECLAMATION</p>
DH1	<p>DH1 - PCB LIQUIDS FOR DECHLORINATION (<500PPM) Non hazardous Must have less than one inch of solids in drum Less than 500 ppm water Must be pumpable Less than 500 ppm PCB Solvents/Silicon less than 10 ppm PRIMARY DISPOSAL METHOD: DECHLORINATION</p>
DH2	<p>DH2 - PCB LIQUIDS FOR DECHLORINATION (500-12000 PPM) Non hazardous Must have less than one inch of solids in drum Less than 500 ppm water Must be pumpable 500-10,000 ppm PCB Solvents/Silicon less than 10ppm PRIMARY DISPOSAL METHOD: DECHLORINATION</p>
DH3	<p>DH3 - HIGH BTU PCB LIQUIDS FOR INCINERATION Must have less than one inch of solids in drum Less than 10 percent water layer Must be pumpable Must have greater than 10,000 BTUs per pound PRIMARY DISPOSAL METHOD: INCINERATION</p>
FB1	<p>FB1 - LIQUID FOR FUEL Example: paint thinner, solvents Less than 4 inches of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 10,000 BTU's No pesticides No debris Low viscosity (e.g. thinners) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION *</p> <p>BULK SPECIFICATIONS: Less than 5 percent water Greater than 10,000 BTU Less than 2 percent halogens Source of PCB < 50 ppm Must be compatible with fuel stock and storage tanks PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>

FB2	<p>FB2 - LIQUID FUEL WITH SOLIDS Less than 12" of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's No pesticides No debris Medium viscosity (e.g. motor oil) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
FB3	<p>FB3 - SEMI-LIQUID FOR FUEL Less than 36" of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's/lb No pesticides No debris High viscosity (e.g. molasses) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
FB4	<p>FB4 - ORGANIC SOLID FOR FUEL Less than 25 percent halogens/sulfur Source of PCB < 50 ppm Greater than 5,000 BTU's/lb No pesticides No debris No monoliths Dispersible solids (e.g. paint solids) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
FB5	<p>FB5 - SOLID FUEL NOT PROCESSABLE (DEBRIS) Example: Rags, filters or PPE No large metal pieces (rebar) No metal fines or powders Less than 10 percent halogens or sulfur Source of PCB < 50 ppm Mercury limited to 10 ppm maximum Greater than 5,000 BTUs/lb No cyanides / sulfides No oxidizers No closed containers No tacky material No pesticides Less than 20% free liquid PRIMARY DISPOSAL METHOD: INCINERATION / FUEL BLENDING</p>
LBD1	<p>LBD1 - ALKALINE BATTERIES FOR RECLAMATION Flashlight and alkaline batteries that are mercury free alkaline, carbon zinc PRIMARY DISPOSAL METHOD: RECLAMATION</p>
LBD2	<p>LBD2 - NI-CAD BATTERIES, WET OR DRY FOR RECLAMATION Wet or dry cell nickel cadmium batteries PRIMARY DISPOSAL METHOD: RECLAMATION</p>
LCCRQ	<p>LCCRQ - LAB PACKED AEROSOLS FOR INCINERATION Example: spray paints, pesticide aerosols, freon aerosols, etc No cylinders or lecture bottles No F027 aerosols Refer to LP guidelines for additional information Follow DOT regulations for packing guidelines</p>

LPTN	LPTN - PAINTS AND PAINT RELATED MATERIAL NOT SUITABLE FOR PROCESSING PAINTS NOT SUITABLE FOR COMPACTION FOR DESTRUCTION INCINERATION glass containers are acceptable no pesticide like cresoste no PCB D001/D004-D008, D010, D011
LPTP	LPTP - PAINTS AND PAINT RELATED MATERIAL SUITABLE FOR PROCESSING PAINTS SUITABLE FOR PROCESSING AT A CHI FACILITY no glass containers no solid paints no PCB no pesticides like creosote D001/D004-D008, D010, D011

OPTION A – Transformer Credits

		Commodity Values			
		Ref#1	C-Core	Al, mix clip	
Aug/Sept 2017 Eval. / Reference Date					
		CU coeff	Core coeff	Al coeff	Credit KVA
Oil Filled	Poles 100 KVA or less	93.6%	50.0%	56.5%	
	Poles >101 KVA*	40.9%	50.0%	24.7%	
	Single Phase Padmounts 100 KVA or less	70.0%	50.0%	54.2%	
	Single Phase Padmounts >101 KVA*	27.7%	50.0%	21.4%	
	Three Phase Padmounts*	31.0%	50.0%	18.5%	
Empty	Poles 100 KVA or less	86.1%	50.0%	52.0%	
	Poles >101 KVA*	34.3%	50.0%	20.7%	
	Single Phase Padmounts 100 KVA or less	53.8%	50.0%	41.7%	
	Single Phase Padmounts >101 KVA*	28.0%	50.0%	21.7%	
	Three Phase Padmounts*	25.3%	50.0%	15.1%	
*Note: Not to exceed 999 KVA over 1000 kva transformers and/or substation are case by case based on the transformer's name plate					

Transformer Credit Indexing

Oil: The transformer credit includes an embedded oil value. We understand that as a partnering agreement significant changes to oil commodity is a basis for equitable credit adjustment.

Either party may negotiate coefficient adjustment when the market changes over 10% of the prior coefficient basis

Transformer, Electrical Equipment, Mineral Oil, and PCB Waste Transportation:

has a fleet of equipment dedicated to transformer mineral oil and transport of oil filled equipment. This provides you the assurance of timely and flexible service to include milk runs and customized transportation. We use contained trailers for oil filled equipment as a safe guard against oil leakage. Our tankers are dedicated to mineral oil so we protect the value of clean mineral oil.

Contained flat bed:

Tanker truck >5000 gallons:

The first stop has 2 hours free time; additional stops have a stop fee of per stop and 1 hour free time; demurrage after free time is

N Augusta, ME: Lump sum

SCHEDULE E

Special Conditions

CONDITION 1: DISPOSAL SERVICES AND DESIGNATED WASTES

Supplier agrees to provide all permits, labor, tools, equipment, manifest, labels, markings and related Services required in Schedule B of the Master Agreement attached hereto and made a part hereof, and as described in the Purchase Order, in respect to collection, management, transportation, storage, treatment and disposal of hazardous and non-hazardous wastes (hereinafter said wastes shall be collectively referred to as the "Waste Materials").

Specific Work Scopes shall be included in the Purchase Order signed by both Customer and Supplier.

The executed Purchase Order shall include the following:

- Specific Description of the Work and any Waste Materials to be handled therein
- Additional Conditions (if any)
- Method of Payment (Unit Rate, Lump Sum, T & M etc.)
- Authorized dollar funding
- Customer Project Representative
- Agreed-to Schedule

Supplier shall collect, transport, store, and dispose of the Waste Materials in a lawful manner and in a manner that complies with all applicable laws and regulations, and which is calculated not to create a risk of harm to public health or the environment, provided that Supplier reserves the right to, but will not unreasonably, decline to accept for collection, transportation, or disposal any Waste Material which, in its judgment, (a) it cannot transport, treat, store or dispose of in a lawful manner, (b) cannot be handled economically due to a change in governmental regulation or other factors beyond Supplier's control, (c) will create a risk of harm to public health or the environment, or (d) that Supplier deems non-conforming and manages in accordance with the procedures for Non-Conforming Waste described below.

Customer warrants that all Waste Materials tendered to Supplier shall conform to the description, specifications and limitations set forth in Schedule B and more specifically identified in the Purchase Order ("Conforming"). Any materials tendered by Customer to Supplier which do not conform to the description of Waste Materials or are not properly packaged or labeled shall constitute "Non-Conforming Waste." .

Where Supplier shall use any Subcontractor(s) to perform Supplier's duties under the Master Agreement, Supplier agrees to incorporate the requirements of the Master Agreement into any agreement with such Subcontractor(s) at any time Subcontractor(s) perform work under the Master Agreement and to provide in any such Subcontractor agreement that the Subcontractor(s) shall assume all of the rights, duties and obligations of Supplier under the Master Agreement, including, without limitation, holding specified levels of insurance; provided, however, that such

assumption by such Subcontractor(s) shall not relieve the Supplier from its obligations to Customer under the Master Agreement.

Customer warrants that: the description of its Waste Materials made on the waste manifest, bill of lading, or other documentation necessary for the shipment of the Waste Materials and as executed for each shipment, will be true and correct; Waste Materials to be transferred to Supplier will conform to such description; except where Supplier will mark, label and otherwise identify containers of Waste Materials, containers of Waste Materials to be transferred to Supplier will be marked, labeled and otherwise in conformance with government laws, regulations and orders; Customer will hold clear title to all Waste Materials to be transferred hereunder; Customer will be under no legal restraint or order which would prohibit transfer of possession or title to such materials to Supplier for purposes of the Services hereunder. Supplier is advised that Customer will be relying upon Supplier's knowledge and expertise with respect to any hazards and risks associated with Waste Materials that are Conforming.

Supplier shall select and designate in its sole discretion any transfer stations, treatment, storage or disposal facilities (hereafter "Facility") to be used in providing the Services hereunder for Customer's Conforming Wastes. Supplier warrants that any Facility designated on the manifest, bill of lading, bill of sale or other transfer document will be legally authorized, will have the capacity and will provide or assure that the ultimate transfer, treatment, storage or disposal method is followed for the particular Waste Material on the documentation. Supplier further warrants that the transporter designated on the manifest or other document, whether Supplier or a Subcontractor, is legally authorized to transport the Waste Material to the Facility. Supplier warrants that any hazardous waste manifests, attachments, Land Disposal Restriction Forms, bills of lading or other shipping documentation and any containers, labels, markings or placards that are provided as part of the Services shall be in strict conformance with all applicable federal, state, Canadian, provincial and local statutes, laws, rules, regulations and orders. Without limiting Supplier's duty and obligation to select and designate a Facility, Customer reserves the right to prohibit the use of a particular Facility for transfer, treatment, storage or disposal of one or more of Customer's Waste Materials, but shall not exercise this right unreasonably. In instances where Customer prohibits the use of a particular Facility, Supplier shall select and designate, in its sole discretion, another Facility that meets the foregoing requirements, subject to any increase in price occasioned by such prohibition of which Customer is previously notified.

If Customer's Waste Materials do not conform to the descriptions and specifications stated in the corresponding profile sheet or are not properly packaged and labeled ("Non-Conforming Waste"), Supplier and Company, shall in good faith, attempt to amend the profile sheet and any other pertinent documents and/or correct any improper containerization, marking or labeling to enable Supplier to accept such Non-Conforming Waste and transport it to a Facility or, if the Supplier owns or operates the Facility, accept it lawfully at the Facility. If the parties cannot reach such agreement, within a reasonable time after Supplier notifies Customer that the Waste Materials are Non-Conforming, Customer shall make prompt arrangements for the removal of such Non-Conforming Waste from the Facility at which it is located to another lawful place of disposition. Customer agrees to pay Supplier its reasonable expenses and charges incurred with respect to Customer's Non-Conforming Waste.

CONDITION 2 - INDEMNITY

To the extent caused by the Supplier's willful misconduct, fault, negligence, error or omission, the Supplier agrees to indemnify, hold harmless and defend the Customer from and against any and all loss, cost, damage or expense which the Customer may incur or suffer or for which the Customer may be held liable by reason of bodily injury, including death to any person or persons (including Supplier's employees) or by reason of damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the work to be performed, or the Materials and Equipment to be supplied by Supplier or its agents.

Without limiting the foregoing, Supplier agrees to indemnify, save harmless and defend Customer, Customer's parents, subsidiaries and affiliates and their respective directors, officers, employees, agents, successors and assigns from and against any and all losses, liabilities, claims, cross-claims, judgments, penalties, forfeitures, suits and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) (collectively "Damages") which Customer, Customer's parents, subsidiaries and affiliates and their respective directors, officers, employees, agents, successors and assigns may hereinafter incur, become responsible for or pay out, including, without limitation, death or bodily injury to any person, destruction or damage to any property, contamination of (or adverse effects on) the environment, natural resource damages, or any violation of applicable federal, state, Canadian, provincial and local statutes, laws, rules, regulations, orders, by-laws or ordinances, to the extent caused by: (1) breach of any term or provision of the Master Agreement, including any Schedule thereto, by Supplier, any Supplier-owned or designated Facility, or any Subcontractor of Supplier; (2) the negligence or willful misconduct of Supplier, its employees or agents, including without limitation any Subcontractor of the Supplier, in the performance of the Master Agreement, including any Schedule thereto; (3) any materials (including, without limitation, petroleum or other materials) brought by Supplier or contained within Supplier-owned or Supplier-operated equipment (or that of any Subcontractor of Supplier); and (4) any leak, spill, discharge, emission or other release of Waste Materials or any other material or substance resulting from Supplier's activities under the Master Agreement, including any Schedule thereto. The foregoing indemnification obligations shall not apply to the extent caused by the negligence or willful misconduct of any party indemnified herein. Without limiting the generality of the foregoing, the matters covered by this indemnification shall include all Damages incurred by Customer, Customer's parents, subsidiaries and affiliates and their respective directors, officers, employees, agents, successors and assigns as a result of Services performed by Supplier under the Master Agreement, including any Schedule thereto, for removal or remediation actions under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), as amended or as may be amended ("CERCLA"), any corrective actions under the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), as amended or as may be amended ("RCRA"), and any investigation, remediation, removal and monitoring requirements required under any other applicable federal, state, Canadian, provincial or local statutes, laws or ordinances, and all rules and regulations promulgated under any of the foregoing as amended or as may be amended.

The indemnification obligations of this Condition 2 shall be in addition to any indemnification obligations contained in the Master Agreement or any other Schedule thereto.

CONDITION 3 - TITLE AND LOADING WASTES

Title to Waste Material shall pass to Supplier upon acceptance of control of the Waste Materials. For Waste Materials being disposed of in Canada, title and liability shall pass to the Disposal Facility once Waste Materials enters Canada and Canadian Customs' acceptance of the Waste Materials. The solid waste portion of the Waste Material will be loaded or pre-packaged by Supplier into roll-off boxes or other appropriate containers, in which event title passes to Supplier upon taking control for packaging and labeling purposes. Title to and legal responsibility and liability for Non-Conforming Waste shall at all times remain with Customer, subject to the provisions of Condition 1 hereof. Supplier shall immediately inform Customer upon discovery that any Waste Material is Non-Conforming, and at Supplier's option and Customer's expense, take whatever measures are reasonably required to properly store, mark, transport or dispose of such Non-Conforming Waste or to return such Non-Conforming Waste to Customer.

After passage of Title to Waste Materials to Supplier, Supplier agrees to report to Customer and to promptly and completely clean-up to the reasonable satisfaction of Customer and any applicable governmental authorities, any and all leaks, spills, discharges, emissions or other releases of Waste Materials resulting from Supplier's activities under the Master Agreement, including any Schedule thereto. Supplier shall be solely liable for, and shall promptly pay for any costs, damages, claims or penalties associated with such clean-up and the disposal of Waste Materials, and any associated wastes or materials, which result from such an incident.

CONDITION 4 - SERVICES AND EQUIPMENT

Unless specified otherwise in the Purchase Order, Supplier will provide the collection, handling, transportation, storage, and disposal services. Supplier shall be responsible for packaging waste material into the roll-off boxes or other appropriate equipment provided by Supplier. Supplier shall properly load waste material into the roll-off boxes taking special care not to damage Supplier's roll-off boxes, including but not limited to the tarps and bows attached to the roll-off boxes for proper storage. Supplier shall, when packaging waste materials, properly apply the tarps and bows to protect the waste material from moisture. Supplier shall load the packaged waste materials onto transport equipment provided by Supplier. Supplier shall not move its vehicles off Customer's site until Supplier has determined that its vehicles are properly loaded. A determination of proper loading shall not constitute a determination of whether the Waste Materials are Conforming or Non-Conforming.

All equipment, whether provided by Customer or Supplier, used to collect, transport, store, and dispose of the Waste Materials pursuant to the Master Agreement, including any Schedule thereto, shall comply with all applicable federal, state, Canadian, provincial and local statutes, laws, rules, regulations, orders and permits, provided that compliance therewith shall in no way relieve either party from any liabilities either party specifically assumes in the Master Agreement, including any Schedule thereto.

CONDITION 5 - COLLECTION AREAS AND ACCESS

Customer shall bear all expenses in making Waste Material collection areas and pick-up locations reasonably accessible. Customer agrees that Supplier shall, during the term of the Master Agreement, have reasonable access to Customer's premises for the purpose of fulfilling its obligations under the Master Agreement, including any Schedule thereto, provided that Supplier shall adhere to all health and safety requirements while at any Customer-owned or Customer-operated Waste Material pick-up location.

CONDITION 6 - COMPLIANCE WITH LAW AND RECORD KEEPING

In the performance of all Services to be provided under the Master Agreement, including any Schedule thereto, Supplier agrees to comply with all applicable federal, state, Canadian, provincial and local laws and ordinances and all lawful orders, rules and regulations of any constituted authority, including, but not limited to, social security and income tax withholding laws, unemployment compensation laws, environmental, safety and health laws. Supplier warrants that it has obtained all necessary permits, licenses and other forms of approval and documentation required to perform the Services hereunder and, Supplier shall furnish copies, and any renewals or extension thereof, to Customer.

Without limiting the foregoing, in performing the Services Supplier agrees to comply with all applicable requirements if any, of the following, all as amended or as may be amended: the federal Solid Waste Disposal Act (SWDA), CERCLA, the Toxic Substances Control Act (TSCA), Department of Transportation Act (DOTA), Federal Water Pollution Control Act (FWPCA), Hazardous Materials Transportation Act (HMTA), all pertinent state, federal, Canadian and provincial statutes, laws and ordinances, all rules, regulations, directives and policies promulgated or issued under any of the foregoing, and any permit issued by or other requirement imposed by a state, federal, Canadian or provincial agency that may pertain to the testing, generation, collection, transportation, handling, storage, treatment, or disposal of Waste Materials. Any Supplier owned or operated Facility at which Customer's Waste Materials will be stored, treated or disposed shall obtain an EPA Identification Number or similar identifier as may be required by applicable law and Supplier shall inform Customer of said Identification Numbers so that they may be used on manifests prepared by Customer. Supplier shall develop adequate procedures for the processing of such manifests and the return of the manifest copies to Customer. Customer is responsible for filing of such manifests with the applicable State environmental agency (if required). Customer shall obtain generator EPA Identification Numbers where required.

In the event Waste Material is packaged by Customer in drums or other containers prior to loading, Customer warrants that such Waste Material shall be prepared for shipment and packaged in containers specified by the then current and applicable Federal and State laws and regulations of the United States Department of Transportation, Environmental Protection Agency and/or such successor or related Federal and State agencies, as the case may be, and shall be marked in accordance with applicable regulations.

Supplier shall keep adequate books, records and other documentation consistent with applicable regulatory requirements and in accordance with generally accepted accounting practices, pertaining to performance of the Services required by the Master Agreement and any Schedules thereto, including personnel records, correspondence, training records, instructions, plans, receipts, vouchers, and other memoranda. In this regard, Supplier shall retain copies of all manifests and any other records or reports required under applicable laws and regulations.

Supplier agrees to permit at all reasonable times, duly authorized representatives of Customer to inspect and have access to the books, records and documentation referenced herein, which directly relate to the performance of the Master Agreement, for the purpose of auditing and verifying the performance of services pursuant to the Master Agreement and any Schedules thereto, the charges for such services, and the maintenance of records related to such services. Such access by Customer's representatives shall include the right to discuss such documentation with Supplier's personnel having knowledge of their contents and the right to copy such documentation. Supplier shall preserve copies of all documentation pertaining to the Services required by the Master Agreement and any Schedules thereto for a period of no less than five (5) years after the Services are completed or for any greater period of time as may be required by law.

Customer shall have the right after reasonable notice to Supplier to inspect any Supplier's Facility and equipment, including trailers (provided that Customer executes, if requested by Supplier, a confidentiality agreement at the time of any such inspection of Supplier's Facilities and equipment), used for the performance of Supplier's Services under the Master Agreement at any time during operations. Supplier will provide an escort during any inspection by Customer of any Supplier Facility or equipment.

CONDITION 7 - CONTINGENCY AND EMERGENCY

In the event Supplier is unable to deliver Waste Materials to or receive Waste Materials at the Facility designated by Supplier for a particular shipment of Waste Materials, Supplier shall immediately inform Customer and shall await further instructions from Customer regarding the handling or transporting of said Waste Materials.

In the event of a "hazardous waste discharge" (as that phrase is defined in RCRA regulations at 40 CFR Part 260, Section 260.10(a)(13)), or in the event of a "release" of a "hazardous substance" in reportable quantities" as those terms are defined by the FWPCA and/or CERCLA, and any regulations promulgated pursuant thereto, or in the event of any discharge or release of "polychlorinated biphenyls" (PCBs), "toxic materials," "hazardous materials," or "dangerous materials" as such terms are defined by any applicable federal, state, Canadian, or provincial law, rule or regulation, occurring off Customer property, Supplier shall immediately notify Customer and Supplier shall take immediate action to contain, remove, remediate and otherwise properly and safely address such discharge or release in compliance with, as applicable, RCRA, the FWPCA, CERCLA and all other applicable federal, state, Canadian, provincial and local laws, including, without limitation, the timely notification of proper federal, state, Canadian, provincial and local authorities. Supplier's obligations under the foregoing sentence apply even if the discharge or release involves Non-Conforming Waste.

Supplier shall develop, prepare and be capable of implementing emergency plans in the event of a leak, emission, discharge or release of Waste Materials, including if such Waste Materials are hazardous wastes, PCBs, toxic materials, hazardous substances, hazardous materials or dangerous materials. Such emergency plans shall conform to all applicable legal and regulatory requirements and provide for the control and clean-up of the leak, emission, discharge or release so that any hazard to human health or the environment can be expeditiously eliminated. In the event of a hazardous waste discharge or release of Waste Materials occurring on Customer property first discovered by Supplier, Supplier shall notify Customer as soon as reasonably practicable. In the event of such a discharge or release, and provided that it was not proximately caused by Supplier, Customer shall invoke its own emergency plan to control and clean up the discharge or release. Regardless of where a hazardous waste discharge or release occurs, both parties shall cooperate fully to the extent practicable, in expeditiously and prudently abating or eliminating any hazard. Nothing contained in this paragraph shall alter Customer's responsibilities and obligations and Supplier's responsibilities and obligations under the Master Agreement.

In the event Supplier responds to any hazardous waste discharge or release, it is understood and agreed by the Parties that Supplier will at all times under this Agreement retain any exemption or limitation from liability ("Responder Immunity") pursuant to the Federal Water Pollution Control Act, as amended (FWPCA) 33 U.S.C.A. § 1251 et seq., the Oil Pollution Act of 1990, as amended (OPA-90) 33 U.S.C.A. § 2701 et seq., and any other applicable federal, state, Canadian, provincial, or local law, regulation or ordinance which provides such Responder Immunity.

CONDITION 8 - STANDARD OF PERFORMANCE

Assigned Supplier employees whose performance reasonably is deemed unacceptable by Customer will be replaced, upon the request and with no cost to Customer, by reasonably acceptable persons of Supplier's choice.

CONDITION 9 –INSURANCE

In addition to the amounts of types of insurance required by the Master Agreement, including but not limited to Schedule G thereto, Supplier shall obtain, and shall require any of Supplier's Subcontractors to obtain, Pollution Liability Insurance, including coverage for discharges or releases of wastes or materials during loading, unloading, and transportation, and, if the Waste Materials are taken to a Supplier owned or operated Facility, for releases or discharges of wastes or materials at such Facility. The Pollution Liability Insurance shall be in the amount of [REDACTED] per occurrence and [REDACTED] aggregate. All "Insurance Requirements" set forth in Schedule G shall apply to the Pollution Liability Insurance required by this Condition.

CONDITION 10—SET-OFF

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

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 ASC shall be directed to:

AVANGRID Service Company
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 _____
Title _____
Email Address _____
Street Address _____
City, St, Zip _____
Phone _____
Fax _____

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:

**AVANGRID Service Company
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, Employers' Liability, and Pollution Liability Insurance for a Supplier owned or operated Facility, shall be endorsed to add Customer as an additional insured to the extent of Supplier's indemnification obligations. 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 AVANGRID SERVICE COMPANY AFFILIATE COMPANIES

August 13, 2008

1. PURPOSE

The purpose of this document is to advise Contractors providing services to AVANGRID Service Company 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.

