

**SUPPLEMENTAL TERMS AND CONDITIONS – ON-SITE SERVICES  
ELECTRIC DISTRIBUTION AND CORPORATE SOURCING**

**Rev. 013119**

These Supplemental Terms and Conditions – On-Site Services, Electric Distribution and Corporate Sourcing (“Supplemental Terms and Conditions”) are incorporated into the Agreement to which they are attached. These Supplemental Terms and Conditions apply to Supplier Personnel whenever Supplier Personnel have physical access to Purchaser’s Premises. Supplier shall be liable for any breach of these Supplemental Terms and Conditions by Supplier Personnel. Unless otherwise noted, it is Supplier’s responsibility to perform all tasks and ensure conformance with all provisions set forth below. Unless otherwise expressly provided by a provision of the Agreement that takes precedence over these Supplemental Terms and Conditions, Supplier’s obligations to comply with the terms hereof shall be at Supplier’s expense.

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## **Part One – Definitions**

All capitalized terms herein, unless otherwise defined below, have the meaning ascribed to them in the Agreement.

(i) “Environmental Laws” means any and all applicable federal, foreign, state, and local laws, treaties, ordinances, codes, rules and regulations, judgments, decrees, injunctions, writs and orders, in effect from time to time, of any arbitrator or governmental authority, including all Environmental Permits, industry codes and standards, and all other generally recognized building and safety standards governing performance of the Work relating to actual or potential effects on human health, wildlife, safety, or the environment of the activities under this Agreement, the disposal of materials, the discharge or release of chemicals, gases, or other substances or materials into the environment, or the presence of such materials, chemicals, gases, or other substances including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Oil Pollution Act, 33 U.S.C. Section 2701 et seq.; the Endangered Species Act, 16 U.S.C. Section 1531 et seq.; the Migratory Bird Treaty Act, 16 U.S.C. Section 703 et seq.; the Bald and Golden Eagle Protection Act, 16 U.S.C. 668 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Occupational Safety and Health Act (“OSHA”), 29 U.S.C. Section 651 et seq.; the Homeland Security Appropriations Act of 2007, 109 P.L. 295; 120 Stat. 1355; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et seq.; and their state, tribal, and local counterparts or equivalents and regulations issued pursuant to any of those statutes.

(ii) “Environmental Permits” means all permits, licenses, approved plans, contracts, filings, authorizations or approvals required by or entered into with any governmental authority in connection with the proper conduct, performance, and completion of the Work required by Environmental Laws including, but not limited to, all air emission permits, water discharge permits, land disturbance permits, erosion and sediment control permits, storm water management permits, and wetlands permits.

(iii) “Hazardous Waste” means any and all “hazardous waste” as defined in any Environmental Laws.

(iv) “Non-Hazardous Waste” means any “solid waste,” “residual waste” or other waste that is not a “Hazardous Waste” as those terms are defined under Environmental Laws.

(v) “Purchaser” means the CLIENT entity that is the party to the Agreement to which these Supplemental Terms and Conditions are attached.

(vi) “Purchaser’s Environmental Compliance Coordinator” means the individual designated by Purchaser for environmental compliance matters.

(vii) “Purchaser’s Premises” means any property, project site, or facility owned, operated, or controlled by Purchaser or any of its Affiliates.

(viii) “Supplier Personnel” means Supplier and Supplier’s Subcontractors of whatever tier, and Supplier’s and Supplier’s Subcontractors’ personnel and visitors.

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## **Part Two – Safety and Other Onsite Requirements**

### **1. Scope and Regulatory Requirements**

The safety and other onsite requirements in these Supplemental Terms and Conditions are not all-inclusive, and are intended to supplement, not supplant, the safety requirements contained in (a) federal, state, and local laws, regulations, rules, orders, and ordinances, (b) Supplier's own safety requirements, (c) the safety requirements of any Subcontractor, or (d) any additional site-specific safety requirement provided by Purchaser (the safety requirements contained in (a), (b), (c), and (d) above are jointly the "Safety Requirements"). Purchaser reserves the right to include applicable sections from the CLIENT Safety Resource Manual in this contract when necessary. In the event of any conflict among the provisions of the Safety Requirements or between the Safety Requirements and the CLIENT Safety Resource Manual, Supplier shall abide by the most stringent provision.

### **2. Security**

(a) General Policy. Purchaser may provide such security as it deems necessary and may specify to Supplier such additional security precautions and procedures to be followed by Supplier at Purchaser's Premises as Purchaser deems necessary for the safety and security of Purchaser's personnel and property and for Supplier Personnel and property. Purchaser will not be liable or responsible for any loss or damage to Supplier's or its Subcontractors' tools and materials, except to the extent that the same is caused by Purchaser's gross negligence or willful misconduct.

(b) Restrictions. Purchaser prohibits the use, possession or sale of alcoholic beverages, illegal drugs, or other intoxicants ("Banned Substances") on Purchaser's Premises or in connection with the Work. Supplier Personnel shall not bring any Banned Substances onto Purchaser's Premises nor be allowed to perform any Work while under the influence of Banned Substances. Furthermore, the abuse of prescription or non-prescription drugs that adversely affects any person's ability to perform his or her duties is prohibited. Purchaser reserves the right to prohibit any person that Purchaser's personnel reasonably believe to be violating this policy from performing the Work and to exclude any such person from Purchaser's Premises. Purchaser may notify law enforcement authorities of any suspected criminal violation concerning possession and use of Banned Substances. Supplier shall require Supplier Personnel performing the Work to comply with the foregoing policy.

(c) Duty to Assist. Supplier shall assist Purchaser in carrying out all security measures and in reporting all information or knowledge of matters adversely affecting security to a representative designated by Purchaser ("Purchaser's Security Representative").

(d) Searches. Purchaser may search any person and personal possessions brought onto Purchaser's Premises at any time. Such searches may be scheduled or unannounced and may include but are not limited to, lockers, desks, lunchboxes, packages and motor vehicles (regardless of ownership) located on Purchaser's Premises. The results of such searches of Supplier Personnel may be reported to Supplier and to public authorities as Purchaser deems appropriate. Purchaser may deny access to Purchaser's Premises to any person refusing such a search. Any items discovered, which in the opinion of Purchaser's personnel appear to be prohibited, may be seized by Purchaser until Purchaser has determined to its satisfaction that the item in question is not prohibited. Supplier shall direct Supplier Personnel not to bring unnecessary personal property onto Purchaser's Premises.

(e) Duty to Publicize. Supplier shall ensure that Supplier Personnel are informed of and comply with Purchaser's security policies and instruct Supplier Personnel to cooperate in all applicable security measures including, without limitation, consent to searches.

### **3. Safety – General**

(a) Supplier shall develop a process to track and trend safety performance of Supplier Personnel during all phases of the Work. This includes but is not limited to first aid/OSHA recordable cases, near misses, property damage, safety violations, and site safety inspection data. Supplier shall review the finding of safety performance with Purchaser upon request. Supplier shall notify Purchaser immediately of any safety or health hazards discovered by Supplier Personnel prior to or during progress of Work, and Supplier shall implement controls to correct or rectify any safety deficiencies. Furthermore, at Purchaser's request, Supplier shall inform Purchaser in writing (which could include providing Purchaser with a digital copy of a "lessons learned" presentation) or via a formal in person meeting of corrective actions taken to eliminate or control hazards identified by Purchaser representatives or regulatory agencies.

(b) Supplier shall provide Purchaser with a copy of Supplier's safety program before Supplier begins the Work. Furthermore, upon request from Purchaser, Supplier shall provide Purchaser with a copy of each Subcontractor's safety program before such Subcontractor begins the Work. Any changes to Supplier or Supplier's subcontractor safety programs shall be submitted and discussed with Purchaser prior to any further work on the project.

(c) All Supplier site supervision is to keep Purchaser project leads fully informed of anything that affects safety, environmental compliance, scope, cost, schedule, or any other issues that might affect the success of the project.

(d) Supplier shall maintain a safe work area at all times by providing and maintaining adequate safety measures, including but not limited to the following where applicable: proper signage including warning signs; barricades; fire extinguishers; first aid/eyewash/shower stations; and reasonable measures to minimize noise from construction areas.

### **4. Safety Review and Inspections**

(a) Upon Purchaser's request Supplier shall conduct or coordinate with Purchaser a site-specific safety orientation for all of Supplier Personnel prior to commencing the Work. The orientation shall cover safe work practices, emergency response procedures, and the parts of these Supplemental Terms and Conditions that apply to the Work.

(b) Supplier shall have documented Job Hazard Analysis ("JHA") forms completed in connection with pre-job safety briefings in order to identify hazards during all phases of work. The JHA shall identify work to be performed, hazards at each step, and any methods used to eliminate and/or minimize the hazard. Copies of the completed JHA will be made available to Purchaser upon request.

(c) Supplier shall perform daily work area inspections for each shift to ensure a safe work area and environment that is in compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

(d) Supplier shall have in place a process whereby Supplier shall conduct periodic site safety inspections of the Work site, on at least a monthly basis, to include at a minimum the following subjects of inspection: personal protective equipment; first aid and medical services; employee safety observations; site safety training; hazard communication (i.e. chemical Safety Data Sheets (each a

“SDS”), container labeling, onsite chemical lists); health issues; housekeeping- disposal and storage; job site signage; sanitation; housekeeping – tripping hazards, clear walkways, general exits/egress; traffic controls; fire safety; personal fall arrest systems; safety monitoring system; forklifts; UTVs/ATVs; mechanized equipment; concrete and/or masonry; hot work; excavation; confined space; stairs/ladders/ramps; tools: hand and powered; electrical/arc flash protection/shock hazard; steel erection; cranes/boomtrucks; rigging; scaffold systems; aerial/articulating boom lifts; and scissor lifts. Upon Purchaser’s request, Supplier shall provide a copy of the site inspection report.

## **5. Accident/Incident & Near Miss Reporting**

(a) Supplier shall report to Purchaser all accidents or incidents involving Supplier Personnel that result in either injuries requiring treatment by a physician or property damage. Supplier shall report such accidents to Purchaser’s safety representative immediately after they occur.

(b) Supplier shall immediately report to Purchaser’s Project Supervisor or designated Safety Representative (i) if an injury has the potential to become a recordable OSHA event or the status of a former injury changes, or (ii) any injury/illness resulting in lost time, hospitalization, or a fatality.

(c) Supplier shall immediately report to Purchaser’s Project Supervisor or designated Safety Representative (i) if an injury has the potential to become a recordable OSHA event or the status of a former injury changes, or (ii) any injury/illness resulting in lost time, hospitalization, or a fatality.

(d) Supplier shall inform Purchaser within 48 hours, in writing, of what corrective actions have been implemented to prevent the reoccurrence of accidents, incidents or near-misses, as well as any disciplinary actions taken by Supplier against Supplier Personnel for safety violations.

## **6. Access to Purchaser’s Premises**

(a) Identification. All persons requiring access to Purchaser’s Premises must produce an official, valid, and current government-issued photo identification upon arrival. Failure to provide proper identification may result in denial of Supplier Personnel access to Purchaser’s Premises at Supplier’s expense.

(b) Site Access. Supplier shall only enter those parts of Purchaser’s Premises to which access is required for performance of the Work. Supplier Personnel shall not enter any part of Purchaser’s Premises without approval of Purchaser. Purchaser reserves the right, in its sole discretion and without notice or cause, to deny access to or expel from Purchaser’s Premises any person at no cost to the Purchaser.

(c) Vehicle Access. Access to Purchaser’s Premises for vehicles, machinery, and equipment is limited to those required to perform the Work. Vehicles owned or operated by Supplier Personnel and Supplier-owned vehicles (each a “Supplier Vehicle”) not directly involved in the Work must be parked in the designated parking area. Access to Purchaser’s Premises will be as designated by Purchaser’s Security Representative. Vehicle passes may be required for Supplier Vehicle access to any Purchaser’s Premises. Purchaser vehicle passes shall be prominently displayed at all times.

(d) Background Investigations - Release of Records. Purchaser, alone or in cooperation with law enforcement officials, may conduct background or other investigations of Supplier Personnel. Supplier shall cooperate in such investigations and shall require any such of Supplier Personnel to authorize appropriate agencies to release any criminal records found as a result of this investigation to Purchaser as a condition for access to Purchaser’s Premises.

## **7. Personal Protective Equipment (“PPE”) and Dress Code**

(a) Supplier Personnel shall comply with the following PPE requirements at all times while on Purchaser’s Premises and provide documentation with compliance thereof to Purchaser upon request:

- 100% head protection (Z-89.2, ANSI) where applicable; “Hard Hats” shall be worn forward at all times.
- 100% eye protection (Z-87, ANSI) where applicable; additionally, face shields with safety glasses are required when cutting, grinding, power washing or cleaning with pneumatic air.
- 100% safety toed shoes (Z-41, ANSI) where applicable.
- Proper gloves shall be worn for material handling applications.
- Additional PPE may be required for specific tasks (e.g. gloves, FR clothing, arc-flash protection, face shields, high visibility vests & respirators); and
- Hearing protection will be worn in high noise areas.

(b) Dress Code requires Supplier Personnel to wear long pants and shirts with a minimum of short sleeves (i.e., tank tops, sleeveless shirts, shorts and shirts showing the navel are not permitted). Clothes should be suitable for work and weather conditions. No profanity shall be displayed on Supplier Personnel clothing.

## **8. First Aid**

Supplier shall ensure sufficient first aid coverage and supplies for the number of Supplier Personnel and the type of tasks Supplier Personnel are performing during all shifts while performing the Work at Purchaser’s Premises.

## **9. Identification Badges**

Purchaser may issue identification badges to Supplier Personnel as deemed appropriate by Purchaser for access to Purchaser’s Premises. At the completion of the Work, or upon termination of any Supplier Personnel in connection with the Work, Supplier shall strictly follow any required Purchaser exit procedures immediately when directed and return all badges issued by Purchaser to such Supplier Personnel to Purchaser’s Security Representative.

## **10. Fitness for Duty**

Supplier shall comply with, and require all Supplier Personnel to comply with, Purchaser’s fitness for duty (“FFD”) program as set forth in this Article. Supplier Personnel shall report to Purchaser’s Premises fit to perform their duties in a reliable and trustworthy manner, with no detectable presence of Banned Substances and free of any impairment from fatigue or any other cause (including, if applicable, prescription or non-prescription drugs) that in any way might adversely affect their ability to safely and competently perform their duties. Purchaser may require Supplier Personnel at Purchaser’s Premises to provide breath and/or urine samples for Banned Substances testing. Supplier shall cooperate fully and cause all Supplier Personnel to cooperate fully in such testing, including having Supplier Personnel tested using Purchaser’s FFD testing locations. Such testing shall occur as required by law or at discretion of Purchaser if any of the following conditions occur or circumstances are present:

(a) For-cause. After observed behavior or receipt of information that warrants, in Purchaser’s sole discretion, such testing.

(b) Post-event. After on-site accidents resulting in:

- (i) A fatality;
- (ii) Personal injury or illness that results in a personal injury beyond basic first aid or an illness that is a recordable event;
- (iii) Property damage;
- (iv) An actual or potential degradation of the level of safety of Purchaser's Premises when there is, in Purchaser's determination, reasonable suspicion that an individual's behavior contributed to the event;
- (v) After a driver-preventable vehicle accident;
- (vi) Days away from work for any reason;
- (vii) Restricted ability to work;
- (viii) Transfer to another job;
- (ix) Medical treatment beyond first aid;
- (x) Loss of consciousness; or
- (xi) Significant illness as diagnosed by a physician.

(c) Testing Procedure. Testing for Banned Substances other than alcohol will be by urinalysis, conducted and confirmed using established standards. Laboratories used will be certified by the U. S. Department of Health and Human Services. Testing for alcohol will be by breath analysis. If confirmed positive by breath analysis, Purchaser may require the individual to undergo a urine test. Any Supplier Personnel refusing to provide a breath or urine specimen for testing or refusing in any way to cooperate in the testing program will be denied access to Purchaser's Premises.

## **11. Respiratory Protection Requirements**

Supplier shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances relating to respiratory protection. Supplier shall be responsible for determining those areas requiring respiratory protection. Supplier shall supply and maintain such respiratory protection and testing equipment necessary to support the Work. Some areas of Purchaser's property or facilities may be designated as requiring respiratory protection, and Supplier shall take such precautions as are required. Purchaser may, at its option, conduct periodic audits of Supplier's respiratory protection program.

## **12. Chemicals and Hazardous Materials**

(a) PURCHASER'S PREMISES MAY CONTAIN HAZARDOUS CHEMICALS IN USE OR STORAGE WHICH ARE SUBJECT TO THE REQUIREMENTS OF 29 CFR §1910.1200 (the "Hazardous Chemicals Regulations").

(b) If the Work is performed using materials furnished by Supplier or its Subcontractors, Supplier and its Subcontractors shall comply with all applicable hazardous substance regulations. Supplier shall ensure, at all times, that for all hazardous chemicals supplied, used, produced, or stored at

Purchaser's Premises by Supplier or Supplier's Subcontractors, all appropriate SDS(s) are readily accessible to all employees during each work shift. Supplier shall also comply with the hazard warning label requirements set forth in the Hazardous Chemical Regulations.

(c) Prior to commencing work, Supplier shall provide training documentation certifying their employees have been trained in hazard communication. Supplier shall maintain written records demonstrating its and its Subcontractors' compliance with the Hazardous Chemical Regulations' hazard communication requirements. Such records shall include a list of all chemical products supplied, used, produced, or stored in connection with the Work, a written hazard communication program, the location of all applicable SDS(s), and records of Supplier Personnel hazardous chemical training. Such records shall be available for Purchaser's inspection.

### **13. Lead / Asbestos**

(a) Lead.

- (i) Supplier shall, to the extent possible, evaluate the coating of all surfaces for the content of lead prior to removing or disturbing such surfaces. In the event lead is detected, Supplier shall notify Purchaser's Environmental Compliance Coordinator prior to proceeding with the Work.
- (ii) Supplier shall ensure (in writing when requested by Purchaser) that any surface coating placed on new or existing equipment or structures does not contain lead.

(b) Asbestos.

- (i) Supplier shall take reasonable steps to avoid the use of, and require its suppliers to avoid the use of, asbestos-containing material in any product or insulation. Purchaser shall be notified in writing of material or insulation products that contain asbestos and why non-asbestos containing material or insulation cannot be substituted. Purchaser reserves the right to review the findings of the substituted material or products.
- (ii) Supplier Personnel may be performing the Work in areas where asbestos is present and Supplier shall assume all insulation material contains asbestos unless otherwise labeled, confirmed by analytical testing or identified as non-asbestos by Purchaser. Supplier must inform Purchaser's Environmental Compliance Coordinator or designee prior to the commencement of any Work that will result in the removal of any insulation or other potential asbestos containing material at Purchaser's Premises. Supplier shall require all Supplier Personnel to comply with all applicable laws, regulations, ordinances, and standards, and with Purchaser policies and procedures, relating to asbestos.

(c) Demolition-Renovation Notifications. Notwithstanding any other provision of these Supplemental Terms and Conditions, Supplier shall bear the cost and submit all notices required by applicable Environmental Laws prior to the commencement of demolition-renovation work. Supplier will provide Purchaser's Environmental Compliance Coordinator or designee with copies of such notices, and will make amendments if necessary to fully comply with requirements.



#### **14. Compliance with Safety Regulations**

Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances including but not limited to such laws, rules, regulations and ordinances pertaining to the following:

- (a) Lock Out – Tag Out Procedures;
- (b) respiratory protection;
- (c) fall protection;
- (d) use of scaffolding & ladders;
- (e) entry into and work within confined space;
- (f) use of compressed gas;
- (g) use of cranes/rigging;
- (h) public and private underground utility locating;
- (i) excavation safety;
- (j) traffic control;
- (k) first aid;
- (l) equipment operation & maintenance (e.g., siphoning, blasting, grinders, power tools, pneumatic/hydraulic tools, air compressors, power lawnmowers, weed eaters, etc.);
- (m) work on or near electrical systems (GFCI, ARC Flash, Grounding, NFPA 70E); and
- (n) emergency response plan (alarms, evacuations, and rendezvous points).

#### **15. Motor Vehicles and Trailers**

Supplier Personnel shall comply with the following guidelines on Purchaser's Premises, including property that will be turned over to Purchaser upon completion, but does not include personal vehicles outside of Purchaser's Premises.

- (a) A valid state driver's license is required to operate a motor vehicle on Purchaser's Premises.
- (b) Seat belts must be worn while driving or riding in a vehicle while on Purchaser's Premises and anytime while operating a piece of equipment where a seatbelt is provided.
- (c) "Circle for Safety" must be used to assure safe movement. "Circle for Safety" is the process of walking around the vehicle to recognize hazards and take appropriate action to prevent an accident.
- (d) Park vehicles in such a manner that they can later be driven forward out of the parking space, if practical. This is not required when backing creates a greater hazard (such as in a public parking lot when a public vehicle is directly behind you). Angled parking spaces do not require backing in.

(e) If a coworker is available, use that person as a spotter when backing. The spotter must not stand between the vehicle which is backing and a fixed object (i.e. other parked vehicles, walls, etc.). The operator must keep their eyes on the spotter.

(f) Set the parking brake on all parked vehicles. Place standard transmission vehicles in the lowest gear to prevent rolling.

(g) Unattended vehicles shall not be left running.

## **16. Fire Protection**

Supplier shall provide and maintain all fire suppression equipment required for the protection of equipment and materials during the performance of the Work on Purchaser's Premises.

## **17. Hot Work**

For purposes of these Supplemental Terms and Conditions, "Hot Work" includes use of high temperature apparatus (over 1000F), open flame, soldering, sweating, pre-heating operations, torch or electric cutting, welding, or hot spark producing tasks such as grinding. "Hot Work" also includes opening energized rated electrical equipment or using non-rated electrical equipment. Supplier shall comply with the following "Hot Work" requirements while performing the Work on Purchaser's Premises:

(a) Hot Work shall not be permitted in any area where test results indicate flammable vapor/gas concentrations greater than 10% LEL.

(b) Hot Work Permit Required. Written authorization in the form of a Hot Work Permit is required when Hot Work functions are performed inside compressor station pump houses, Measurement and Regulation (M&R) buildings, and select buildings that meet the criteria of a hazardous class location per National Electric Code (NEC) definition (Class 1 Div 1 & 2 Area). NOTE: The permit procedure does not apply to offices, shops, warehouses, auxiliary buildings, and excavation involving pipelines.

(c) Supplier shall complete and post a Hot Work Welding and Flame Permit and provide fire watch personnel designated by a unique vest when welding, cutting, grinding, or operations that produce an open flame is performed as described in this section. The fire watch shall remain at the hot work location for at least 30 minutes after completion of hot work activity even during lunch/breaks.

(d) All Hot Work classified work shall be coordinated with the Purchaser representative at the project site. No Hot Work shall commence until Hot Work Permit has been approved by the Purchaser representative.

## **18. Fall Protection**

Supplier must provide fall protection in compliance with the revised OSHA 29 CFR 1910 Subpart D standard for General Industry and CLIENT'S Walking/Working Surfaces Policy.

(a) Fall protection is a requirement for any working surface 4 feet or higher (e.g. a passive system in the form of compliant handrails, mid-rails and kick plate, the use of a personal fall arrest system, which includes a compliant anchor point with a minimum 5,000 pound capacity, or a fall restraint system).

(b) Fixed ladders of any height, as part of scaffolding or otherwise, must be equipped with self-closing gates or a properly designed offset at the top of ladder openings.

(c) On or after November 19, 2018, fixed ladders at heights 24 feet or higher as part of scaffolding or otherwise, must be equipped with a ladder safety system or personal fall arrest system that one can connect a carabiner or lanyard of their full body harness as they ascend and descend.

## **19. Scheduling of Work**

Supplier shall obtain approval of its proposed work schedule of shifts per day, hours per shift, and number of days per week. A Purchaser representative shall be on site while Supplier is performing Work on Purchaser's Premises. Purchaser shall authorize any Work to be performed out-of-shift, on holidays, or weekends. If requested by Purchaser, Supplier shall complete timesheets on forms furnished by Purchaser. Such timesheets shall be prepared utilizing appropriate Purchaser skill codes, if provided, and be submitted to Purchaser's representative on a daily basis for review and verification. Copies of such verified timesheets shall accompany Supplier invoices for the applicable invoice period.

## **20. Additional On-Site Requirements**

Supplier shall comply with the following while on Purchaser's Premises.

(a) Grinders Must Have Wheel Guards: Effective February 1, 2018, Purchaser requires all portable grinders to be equipped with wheel guards. Without exception, Supplier must tag any grinder without a guard with "Do Not Use" and remove such grinder from service.

(b) Safe Pipe Handling Procedures: All pipe must be chocked. Supplier shall use proper rated slings with taglines when handling and stack pipe in accordance with stacking guidelines per diameter and length.

(c) No Recording Devices. Use of cameras, cell phones or other recording devices for purposes of recording any audio or video is prohibited, unless Purchaser's on-site supervisor grants permission prior to their use.

(d) No Smoking. Smoking is prohibited (including the use of electronic smoking devices) except in smoking areas designated by Purchaser.

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## **Part Three – Environmental Requirements**

### **1. Scope**

The environmental requirements set forth in these Supplemental Terms and Conditions are not all-inclusive, and are intended to supplement, not supplant, environmental requirements contained in (a) Environmental Laws, (b) Supplier's own environmental requirements, (c) the environmental requirements of any Subcontractor, or (d) any additional site specific environmental requirement provided to Supplier by Purchaser for Purchaser's Premises. Supplier has the general duty to comply with all applicable Environmental Laws. In the event of any conflict among the provisions of these Supplemental Terms and Conditions, Supplier shall abide by the most stringent provision.

## 2. Premises-Specific Requirements; Environmental Protection Plan

(a) Supplier must follow and adhere to any Purchaser Premises-specific environmental policies and procedures, including, but not limited to, environmental policies and procedures applicable to the Work provided to Supplier prior to the start of Work or from time to time during performance of the Work. Supplier shall inform Supplier Personnel promptly of such environmental policies and procedures and the obligation to comply during site-specific training or required safety briefings. Supplier is responsible to ensure all Supplier Personnel receive, understand, and comply with all such environmental policies and procedures.

(b) Supplier shall implement appropriate pollution prevention measures in conducting the Work on Purchaser's Premises. Pollution prevention measures shall comply with Environmental Laws and shall include best management practices to avoid, minimize and mitigate pollution and pollution impacts.

(c) At Purchaser's request, Supplier shall be responsible for developing, administering, implementing and monitoring a written Environmental Protection Plan ("Plan") or equivalent which shall address chemical products, petroleum products, Non-Hazardous Waste, Hazardous Waste, pollution prevention, employee training, spill response and clean-up, and any other requirements designated by Purchaser's Environmental Compliance Coordinator or designee. All Plans must receive Purchaser's approval prior to commencement of the Work.

## 3. Management and Disposal of Hazardous Waste

In the event that Supplier's performance of the Work generates Hazardous Waste, Supplier shall collect, handle and manage the Hazardous Waste in accordance with Environmental Laws and follow the requirements as set forth in this Management and Disposal of Hazardous Waste Section. Prior to Supplier's removal of any Hazardous Waste from Purchaser's Premises, Supplier shall confirm with Purchaser's Environmental Compliance Coordinator or designee that Supplier is following the proper procedure for such removal.

(a) **Purchaser Responsible for Hazardous Waste Disposal.** Unless otherwise expressly provided by a provision of the Agreement that takes precedence over these Supplemental Terms and Conditions, the following provisions shall apply with respect to any Hazardous Waste generated by the performance of the Work:

- (i) Purchaser shall be responsible for the disposal of Hazardous Waste.
- (ii) Upon the generation of any Hazardous Waste, Supplier shall provide Purchaser's Environmental Compliance Coordinator or designee with a written description of the Hazardous Waste including, but not limited to, providing any Safety Data Sheet(s) (each a "SDS") and waste analysis.
- (iii) Purchaser shall be designated as the generator of record for any Hazardous Waste generated, released, or accumulated on Purchaser's Premises by Supplier.
- (iv) For all manifests, Hazardous Waste reports, and other relevant documents relating to Hazardous Waste, Purchaser's Premises EPA Identification Number shall be used. At the option of Purchaser, Supplier may be identified on manifests, hazardous waste reports, and other relevant documents as a co-generator of Hazardous Waste. In the event that Supplier's performance of the Work generates Hazardous Waste and results in a need for an EPA Identification Number for Purchaser's Premises, which previous

to the Work did not require one, Supplier shall notify Purchaser's Environmental Compliance Coordinator or designee and Purchaser shall prepare and submit the application or direct Supplier to do so.

- (v) Unless otherwise directed by Purchaser, Purchaser shall sign all manifests and complete, sign, and submit Hazardous Waste reports or other relevant documents relating to Hazardous Waste. If Supplier is directed by Purchaser to sign manifests and complete, sign, and submit Hazardous Waste reports or other relevant documents relating to Hazardous Waste, a copy of all such documents must be submitted to Purchaser's Environmental Compliance Coordinator or designee.
- (vi) Purchaser may, at its discretion, provide Supplier with containers for Hazardous Waste. If Purchaser does not provide waste containers to Supplier then Supplier shall provide its own containers for any Hazardous Waste generated by the performance of the Work. Purchaser shall designate one or more waste storage areas at Purchaser's Premises where such containers are to be placed by Supplier. Supplier shall be responsible for proper labeling and marking of any such containers. Hazardous Waste shall not be placed into a dumpster or any unauthorized container.

(b) **Supplier Responsible for Hazardous Waste Management and Disposal.** The following provisions shall apply with respect to any Hazardous Waste generated by the performance of the Work where (1) Purchaser's Premises does not have an existing EPA Identification Number (and Purchaser has not informed Supplier that an EPA Identification Number will be obtained prior to Supplier's performance of the Work); or (2) Supplier has been designated as the responsible party for the disposal of Hazardous Waste by a provision of the Agreement that takes precedence over these Supplemental Terms and Conditions:

- (i) Upon the generation of any Hazardous Waste, Supplier shall provide Purchaser's Environmental Compliance Coordinator or designee with a written description of the Hazardous Waste which includes the following information:
  - (A) Hazardous Waste quantity including, as applicable, the number and size of drums, tanks, roll-off boxes or other containers associated with such waste;
  - (B) The date on which the Hazardous Waste was generated;
  - (C) A description of the process generating the Hazardous Waste;
  - (D) Any SDS for any raw material; and
  - (E) Contact name and telephone number of the person providing the above information.
- (ii) Supplier shall provide adequate type and sized containers for any Hazardous Waste.
- (iii) Supplier shall make a Hazardous Waste Determination in accordance with 40 CFR 262.11, which may include using generator knowledge or sampling and analysis of waste.
- (iv) Supplier shall arrange for the off-site treatment or disposal of any Hazardous Waste at a facility approved by Purchaser.

- (v) Supplier shall arrange for the transportation of any Hazardous Waste using a transporter approved by Purchaser.
- (vi) Supplier shall, at Purchaser's request, provide Purchaser with any documentation related to the transportation, off-site treatment and/or disposal of any Hazardous Waste.
- (vii) For all manifests, Hazardous Waste reports, and other relevant documents relating to Hazardous Waste, Purchaser's Premises EPA Identification Number shall be used except where Purchaser's Premises does not have an existing EPA Identification Number (and Purchaser has not informed Supplier that an EPA Identification Number will be obtained prior to Supplier's performance of the Work). At the option of Purchaser, Supplier may be identified on manifests, Hazardous Waste reports, and other relevant documents as a co-generator of such Hazardous Waste. Unless otherwise directed by Purchaser, Purchaser shall sign all manifests and complete, sign, and submit Hazardous Waste reports or other relevant documents relating to such Hazardous Waste. If Supplier is directed by Purchaser to sign manifests and complete, sign, and submit Hazardous Waste reports or other relevant documents relating to such Hazardous Waste, a copy of all such documents must be submitted to Purchaser's Environmental Compliance Coordinator or designee.
- (viii) In the event that Supplier's performance of the Work results in a need for an EPA Identification Number for Purchaser's Premises, which previous to the Work did not require one, Supplier shall prepare and submit the application for the EPA Identification Number unless otherwise directed by Purchaser. If Supplier obtains the EPA Identification Number, Supplier shall sign manifests and complete, sign, and submit Hazardous Waste reports or other relevant documents relating to such Hazardous Waste, and provide a copy of all such documents to Purchaser's Environmental Compliance Coordinator or designee.
- (ix) Supplier shall have primary responsibility for labeling any Hazardous Waste in accordance with all applicable Environmental Laws. Any and all Hazardous Waste labels shall be provided by Supplier provided that Purchaser may, at Purchaser's option, provide such labels.
- (x) Supplier shall ensure that all liquid-containing containers provided by Supplier to contain Hazardous Waste have adequate secondary containment. Secondary containment shall be sized to hold 110% of the capacity of the largest container, constructed of non-earthen material which is compatible with the material being stored, and be of sufficient impermeability to contain the spill for at least 72 hours. Supplier shall obtain prior approval from Purchaser's Environmental Compliance Coordinator or designee for tanks placed on the Premises that contain Hazardous Waste. Supplier shall comply with applicable Environmental Laws for such tanks.

#### **4. Management and Disposal of Non-Hazardous Waste**

Unless otherwise expressly provided by a provision of this Agreement that takes precedence over these Supplemental Terms and Conditions the following provisions shall apply with respect to any Non-Hazardous Waste generated by the performance of the Work:

- (a) Waste Determination. Supplier shall make a Waste Determination in accordance with 40 CFR 262.11, which may include using generator knowledge or sampling and analysis of waste.

(b) Daily. Supplier shall perform daily project site clean-up and Non-Hazardous Waste disposal and otherwise keep the project site including lay down areas reasonably free from accumulation of waste materials, rubbish, crates, packing material, and other debris resulting from performance of the Work. Supplier shall provide and maintain dumpsters for general construction debris and trash barrels for paper. Supplier shall on a daily basis provide for clean-up of its work areas and dispose of all waste, trash and debris into Supplier-furnished Non-Hazardous Waste dumpsters, barrels, and other containers.

(c) Non-Hazardous Waste Container Requirements. Supplier shall label those Non-Hazardous Waste dumpsters, barrels, and other containers set forth in Section 3(b) above, with the contents of the containers. Supplier shall ensure that all liquid-containing Non-Hazardous Waste containers provided by Supplier have adequate secondary containment. Such secondary containment shall hold one hundred and ten percent (110%) of the capacity of the first container, shall be constructed of non-earthen material which is compatible with the material being stored, and be of sufficient impermeability to contain any spill for at least seventy two (72) hours.

(d) Off-Site Non-Hazardous Waste Disposal. Supplier shall dispose of Non-Hazardous Waste off-project site and such Non-Hazardous Waste containers shall be emptied periodically to avoid overtopping or blowing debris. Supplier shall maintain such Non-Hazardous Waste containers in a manner to prevent the Non-Hazardous Waste from blowing or falling from the containers. Supplier shall dispose of waste at a facility approved by Purchaser's Environmental Compliance Coordinator or designee and using transportation approved by Purchaser's Environmental Compliance Coordinator or designee. Supplier shall, at Purchaser's request, provide Purchaser with all documentation related to such disposal and transportation. If Supplier fails to manage waste disposal in accordance with the provisions of this Agreement, or fails to manage such waste in accordance with any applicable laws, then Purchaser, at its option, may manage such waste including the classification, containerization, storage, transportation and disposal of such waste, and invoice Supplier for all costs incurred in connection therewith including a percentage of the actual costs incurred in an amount equivalent to Supplier's rate sheet mark-up; and Supplier shall promptly reimburse Purchaser for such amounts.

(e) Use of Manpower and Construction Aids for Daily Clean-Up. Supplier shall provide whatever manpower and construction aids are necessary to adequately clean and remove from its work areas all trash, dirt, and debris that results from the operations of Supplier (including offices of Supplier and Purchaser, fabrication and shop areas, lay down areas and warehouses and similar locations). Supplier shall maintain its materials and equipment, construction aids and lay down areas both inside and outside building areas in a neat and orderly fashion. Supplier shall designate lay down areas on the project site within the allowable areas identified and approved by Purchaser. Supplier shall maintain all roads (both external and internal to the project site) reasonably free from any mud, dirt, stones, construction debris, and trash resulting from the Work on a daily basis. Upon notice from Purchaser of any deficiency in the cleanliness of the project site, Supplier shall promptly remedy the deficiencies as directed by Purchaser at Supplier's expense. Should Supplier fail to promptly remedy the deficiencies to Purchaser's satisfaction, Purchaser may perform the required clean-up. Clean-up costs incurred by Purchaser as a result of Supplier's non-performance shall be promptly reimbursed by Supplier.

## **5. Additional Waste Requirements**

The following requirements shall apply to this Agreement regardless of which party is responsible for the disposal of Non-Hazardous Waste and/or Hazardous Waste:

(a) Supplier shall not store, deposit or dispose on Purchaser's Premises any Non-Hazardous Waste and/or Hazardous Waste generated off-site.

(b) Supplier shall not transport or bring onto Purchaser's Premises any Non-Hazardous Waste and/or Hazardous Waste unless such waste is contained within equipment/containers designed for containing and transporting such waste and Supplier is transporting such waste in connection with its performance of the Work.

(c) Supplier shall obtain the prior approval of Purchaser's Environmental Compliance Coordinator or designee prior to the placement and use of any parts washers on Purchaser's Premises.

(d) If Supplier fails to manage Non-Hazardous Waste and/or Hazardous Waste in accordance with the provisions of this Agreement, or fails to manage such waste in accordance with any applicable laws, rules, regulations or ordinances, then Purchaser, at its option, may manage such waste including the classification, containerization, storage, transportation and disposal of such waste, and invoice Supplier for all cost incurred in connection therewith including a percentage of the actual cost incurred in an amount equivalent to Supplier's rate sheet mark-up.

(e) If any of the materials furnished pursuant to the Agreement are designated by Environmental Laws as hazardous or toxic, either in the form to be furnished or as waste upon disposal, Purchaser may direct Supplier to propose a nonhazardous or nontoxic alternative if such an alternative exists.

(f) All unused products and materials furnished by Supplier must be removed from Purchaser's Premises by Supplier when the Work is complete.

(g) Supplier shall not transfer, sell or otherwise convey contaminated materials to employees or other non-CLIENT personnel including, but not limited to, used chemical drums and carboys, surplus pesticides and herbicides, or other materials that have been in contact with chemicals.

(h) Supplier shall secure hoses and power cords with non-conductive materials so they are not in the walking working surface of walkways, scaffolding platforms, or stairways.

(i) Supplier shall not place tools or equipment where they obstruct walkways, stairwells, exits or entranceways to equipment, or fixed ladders.

(j) Supplier shall maintain all work areas in a generally clean condition. Floors, walkways, and working surfaces shall be maintained free of excess dirt and other materials.

(k) All food and drink trash is to be placed in appropriate waste receptacles.

(l) Cigarette butts are to be placed in approved waste receptacles.

(m) Receptacles are to be used to collect spent welding/cutting rods, wire cuttings, tie wrap ends and insulation, etc. as work progresses during the shift.

(n) All demolished material is to be removed from the work site as soon as practical and placed in the appropriate containers.

(o) Scrap metal containers are not to be used for general trash.

(p) Parts removed from equipment and parts to be installed on equipment are to be stored in an organized and neat fashion on the job site, even as work progresses.



(q) All new or removed insulation and lagging are to be stored in an organized and neat fashion on the job site, even as work progresses.

(r) Purchaser will have no obligation with respect to Acceptance or final payment until Supplier has removed all wastes and rubbish relating to the Work, together with all of Supplier's and Subcontractors' tools, scaffolding, equipment, and materials. Supplier shall leave the premises in a clean, neat, and workmanlike condition reasonably satisfactory to Purchaser.

(s) Supplier shall cover grating work areas in order to prevent debris and materials from falling to lower levels.

## **6. SARA Title III Notifications/Reports**

(a) For the purpose of this SARA Title III Notifications/Reports Section, "Hazardous Materials" are defined as any material requiring a SDS under OSHA regulations.

(b) Prior to bringing any Hazardous Materials onto Purchaser's Premises, Supplier shall provide Purchaser's Environmental Compliance Coordinator or designee a SDS and inventory quantity estimate for each Hazardous Material.

(c) Except as provided below in Section 6(d), Purchaser shall make all required SARA Title III Notifications/Reports and pay associated fees in connection with all Hazardous Materials brought onto Purchaser's Premises by Supplier.

(d) If directed to do so by Purchaser's Environmental Compliance Coordinator, Supplier shall, for any Hazardous Materials brought onto Purchaser's Premises which are necessary for the Work (including fuel, lubricants, and job related consumables), be responsible for filing any required SARA Title III Notifications/Reports and paying associated fees, including the following:

- (i) Emergency Planning Notifications (SARA Section 302);
- (ii) Facility Coordinator Notification (SARA Section 303);
- (iii) Emergency Release Reporting (SARA Section 304);
- (iv) SDS/list submission (SARA Section 311); and
- (v) Tier II Inventory Reporting (SARA Section 312).

## **7. Environmental Permits, Fines, Penalties, Costs, Etc.**

(a) Unless otherwise specifically provided by a provision of this Agreement that takes precedence over these Supplemental Terms and Conditions or otherwise directed by Purchaser's authorized representative, Purchaser shall obtain and pay for all Environmental Permits. Supplier may be designated as a co-permittee with Purchaser, when applicable or otherwise required by Purchaser. With the exception of the Environmental Permits or other permits that Purchaser has expressly agreed in writing to obtain, Supplier shall be responsible for obtaining at its sole cost and expense all other permits, licenses and approvals necessary to perform the Work including, but not limited to, any temporary permits associated with the operation of Supplier's equipment where the equipment must be operated in relation to Supplier's performance of the Work.

(b) Supplier shall make itself familiar with and strictly comply with the terms and conditions of any Environmental Permits, whether obtained by Purchaser or Supplier, applicable to the Work.

(c) To the extent arising from Supplier's noncompliance with any Environmental Laws or Environmental Permits pertaining to the Work, Supplier shall be solely responsible for and shall pay directly, or reimburse Purchaser for (i) any and all fines, penalties, damages or corrective actions assessed, directed or agreed to by any court, regulatory agency or other appropriate entity, incurred by Supplier or Purchaser; (ii) any and all costs, fees and expenses incurred by Supplier or Purchaser associated with responding to any action brought or threatened against Supplier or Purchaser by any regulatory agency, entity or person; and (iii) any and all delays or stop work orders imposed by a government agency or court.

## **8. Environmental Credits**

(a) All Attributes, Efficiency Credits, and/or Emission Reduction Credits as defined below in this Environmental Credits Section, that either party is or may become entitled to claim, own, or benefit from, in connection with, or as a result of, the Work and/or Materials shall be held, controlled, and owned 100% by Purchaser, and Supplier hereby agrees to assign any and all rights, title, and interest in and to any and all Attributes, Efficiency Credits, and/or Emission Reduction Credits to Purchaser to the extent necessary to accomplish the foregoing result. To the extent Supplier is prohibited for any reason from assigning its rights, title, and interest in and to any such Attributes, Efficiency Credits, and/or Emission Reduction Credits to Purchaser, Supplier shall pay to Purchaser an amount equal to the value of such non-transferable Attributes, Efficiency Credits, and/or Emission Reduction Credits (based on the value of the benefit Supplier receives there-from) as promptly as practicable following receipt of such benefit.

(b) For purposes of this Environmental Credits Section, the following terms have the following definitions.

- (i) "Attributes" shall mean all Emission Reduction Credits, Efficiency Credits, and any other credit, right, benefit, attribute, offset, reduction, allowance, or indicia arising out of or relating to the provision of the Services and/or Materials.
- (ii) "Efficiency Credit" shall mean any instrument, certificate, "white tag", program (including without limitation under any renewable portfolio, energy efficiency, natural gas efficiency or similar program), credit, benefit, attribute, offset, reduction, right (including registration, trading and recording rights), allowances, or indicia, however entitled, now existing or hereafter arising, for or relating to or arising out of a reduction in energy, natural gas, or fuel consumption, a shifting of energy or natural gas consumption from higher consumption periods to periods of lower consumption, or an increase in output or performance for any given level of energy, natural gas, or fuel usage, including without limitation any of the following: (A) the provision of demand-side technologies, hardware, software, controls, or services designed to conserve or curtail electricity or natural gas, or to manage electricity load or reduce the need for additional or existing generation, production, transmission, or distribution capacity, which includes demand-side management solutions, peak-shaving or peak-shifting measures, and conservation and load management technologies and measures of whatsoever nature; (B) offering time-of-use rates that include mandatory peak, shoulder, and off-peak time-of-use rates; (C) offering interruptible or load response rates; (D) implementing programs focused on load curtailment, peak reduction, demand response systems, and retrofit conservation, (E) the measures described in the Work, and (F) installation or operation of customer-side generation resources, customer-side

renewable energy generation, combined heat and power, or other efficient generation resources.

- (iii) “Emission Reduction Credits” shall mean any and all credits, attributes, benefits, offsets, reductions, rights (including registration, trading and recording rights), allowances, or indicia, however entitled, for or relating to the reduction, mitigation, or control of greenhouse gas.

## **9. Nuclear Devices**

(a) Purchaser’s Premises may have nuclear devices (“Devices”), including but not limited to density meters, present. Supplier shall not enter any radioactive posted area without the prior coordination of Purchaser’s Environmental Compliance Coordinator or designee. Supplier shall not perform work on any Devices unless licensed to do so and authorized by Purchaser’s Environmental Compliance Coordinator or designee. Supplier shall follow Purchaser’s guidance when required to dispose of tritium-containing signage.

(b) Before bringing any Devices onto Purchaser’s Premises, Supplier shall notify Purchaser and provide Purchaser with the name of Supplier’s personnel responsible for the safety of the Devices. Supplier shall store and use such Devices in accordance with applicable law.

## **10. Protection of Water Resources**

Supplier shall perform the Work in a manner to prevent the unauthorized release of pollutants to surface water and groundwater. In the event that Supplier generates any wastewater in the performance of the Work or performs maintenance or cleaning of any equipment or vehicles while on Purchaser’s Premises the following provisions shall apply.

(a) All Supplier wastewaters must go to an approved permitted location or approved collection unit and shall not be directed into storm drains, storm water systems, surface waters, or waste water treatment systems unless approved by Purchaser’s Environmental Compliance Coordinator or designee. Wastewaters include, but are not limited to, cement and/or concrete washes.

(b) At Purchaser’s direction and oversight, Supplier shall be responsible for performing any required groundwater monitoring and/or characterization associated with the Work.

(c) Supplier shall wash all trucks and other equipment only in Purchaser’s Premises authorized areas and shall not allow uncontrolled runoff of wash water to enter receiving streams or the accumulation of mud and sediment on roadways and other paved areas.

## **11. Stormwater Management/Erosion and Sediment Control**

(a) Compliance Program. Where required in connection with the Work by law or in Purchaser’s sole discretion, Supplier shall develop and implement a stormwater management and erosion and sediment control program that complies with all applicable Environmental Laws, Environmental Permits, and associated plans, and conforms with any additional Purchaser site-specific requirements. At Purchaser’s request, Supplier shall provide Purchaser documentation demonstrating how its stormwater management and erosion and sediment control program will achieve compliance with the requirements of this Stormwater Management/Erosion and Sediment Control Section.

(b) Compliance Assurance. Supplier's stormwater management and erosion and sediment control program shall include process-based elements for assuring compliance with all applicable Environmental Laws, Environmental Permits, and associated plans. Such process elements shall include mechanisms for tracking Supplier's compliance tasks and periodic auditing of Supplier's compliance.

(c) Certification. Supplier Personnel responsible for implementing Supplier's stormwater management and erosion and sediment control program shall be certified/licensed to perform their respective stormwater compliance tasks in the state(s) where the Work is performed. If a state(s) does not have a certification program, Supplier Personnel shall be otherwise qualified to perform such tasks. All stormwater certifications and qualifications shall be maintained throughout the duration of the Work. Prior to commencement of the work, Supplier shall provide Purchaser's Environmental Compliance Coordinator or designee (as identified in the Purchase Order) with evidence of all Supplier Personnel certifications and qualifications.

(d) Coordination with Purchaser. Supplier shall provide Purchaser's Environmental Compliance Coordinator or designee with all stormwater management and erosion and sediment control compliance records on a frequency determined by Purchaser (as identified in the Purchase Order) or at Purchaser's request. Supplier shall coordinate with Purchaser as requested to address deficiencies identified in Supplier's stormwater management and erosion and sediment control program.

(e) Template forms. Unless agreed to in writing by Purchaser, Supplier shall use Purchaser-provided standard template forms for developing stormwater pollution prevention plans ("SWPPP") and conducting stormwater inspections.

## **12. Potable Water Use**

Supplier shall not install any potable water system utilizing a groundwater well or surface water as a source for potable water or ice without Purchaser's express prior written consent. If Supplier installs or uses such a potable water source or system, Supplier shall be solely responsible for complying with all applicable Environmental Laws, Environmental Permits, other federal, state, and local requirements, and applicable industry standard protocols, including, but not limited to, periodic sampling (including preliminary samples), treatment, reporting, and recordkeeping. Supplier shall promptly provide Purchaser with copies of all reports, sampling results, and other records related to installation and use of any such potable water system upon completion or otherwise upon request.

## **13. Temporary Oil Storage on Purchaser's Premises**

(a) If Supplier will have present on Purchaser's Premises any aboveground oil storage tanks required temporarily for the Work, Supplier shall register such tanks with all appropriate state and local agencies and pay any associated fees. Unless otherwise provided in these Supplemental Terms and Conditions or directed by Purchaser's authorized representative, any aboveground or underground storage tanks to be installed by Supplier for Purchaser's use shall be registered by Purchaser and associated fees shall be paid by Purchaser.

(b) If Supplier anticipates placing or having present on Purchaser's Premises greater than 1,320 gallons of petroleum product stored in tanks or containers equal to or greater than 55 gallons, Supplier must prepare, implement, and maintain a Spill Prevention Control and Countermeasure ("SPCC") plan(s) specific to the Work that complies with federal SPCC regulations. This SPCC plan(s) shall be provided to Purchaser's Environmental Compliance Coordinator or designee for review and written approval prior to commencing the Work. Where required by state law, SPCC Professional Engineer ("PE") certification must be completed by a PE of the state where the facility is located.

(c) Purchaser shall develop and maintain any other federal or state specific plans and permits required in connection with any oil storage, including but not limited to Facility Response Plans, Virginia Oil Discharge Contingency Plans, West Virginia Groundwater Protection Plans, Maryland Oil Operations Permit and Pennsylvania Preparedness Prevention and Contingency Plans.

(d) All non-double walled oil storage tanks and containers subject to SPCC must be provided with secondary containment having adequate volume for 100% of the largest single container plus, where secondary containment is subject to rainfall, the volume of the 25 year, 24 hour storm event. Initial size for new or reconstructed earthen secondary containment dikes must also be designed for additional capacity to allow for eventual settling and erosion of the earthen materials. All secondary containment dikes shall be constructed with a means of removing accumulated rainwater, such as a lockable valved dike drain or a collection sump for pumping water out.

(e) All SPCC oil storage and handling areas shall be secured and have controlled access. Security fencing for SPCC purposes must be chain link fence, at least 6 feet tall.

(f) All Supplier SPCC Plans must include a statement verifying that containment areas subject to rainfall provide capacity for the entire contents of the tank plus sufficient freeboard to allow for precipitation from a significant rain event (25 year, 24 hour storm). Field measurements and volume calculations must be included in all Supplier SPCC Plans.

#### **14. Spills and Spill Prevention**

(a) The storage of all Non-Hazardous Waste, Hazardous Waste, petroleum or chemicals must be done in a manner to prevent leaking or surface run-off onto all surfaces and sub-surface natural water resources. Unless otherwise directed by Purchaser, secondary containment measures or equipment shall be provided for all containers 55 gallons or larger.

(b) Supplier shall furnish and maintain on Purchaser's Premises an adequate supply of spill containment and clean-up absorbent materials, as well as personal protective equipment ("PPE") and other spill response equipment.

(c) Any Non-Hazardous Waste, Hazardous Waste, chemical or petroleum spill on Purchaser's Premises or to a waterway by Supplier of any amount shall be reported immediately to Purchaser's Environmental Compliance Coordinator or designee. Supplier shall be responsible for cleanup of the spill area to pre-spill conditions as approved by Purchaser's Environmental Compliance Coordinator or designee.

(d) Supplier vehicles and mobile and portable equipment that are leaking Non-Hazardous Waste, Hazardous Waste, or chemical or petroleum products shall not be permitted on Purchaser's Premises. Leaks from such vehicles or equipment while on Purchaser's Premises shall be cleaned up in accordance with this Spills and Spill Prevention Section. Supplier must provide the means of collecting leakage from vehicles, mobile and portable equipment such as drip pans, tubs, or pails (each a "Collection Container"). Absorbents (i.e., clay, pads or spill booms) shall only be used when the use of a Collection Container is impractical.

(e) Supplier shall be responsible for all Non-Hazardous Waste and Hazardous Waste disposal costs that result directly from any clean-up activities associated with a spill or release of a Non-Hazardous Waste, Hazardous Waste, or chemical or petroleum product for which Supplier has been identified as the responsible party for the spill.

(f) Supplier shall comply with Purchaser's spill response procedures in the event Supplier observes or causes a spill or release of any quantity of Non-Hazardous Waste, Hazardous Waste, or chemical or petroleum product while on Purchaser's Premises. At the request of Purchaser, Supplier shall use the services of Purchaser's retained spill response contractor whenever the scope of the clean-up, at Purchaser's sole determination, (i) exceeds the on-site capabilities of Supplier or (ii) the clean-up activities will cause a significant impact on the Work's schedule or Purchaser's Premises operations.

## **15. Protection of Plants and Wildlife**

(a) Supplier shall perform the Work in accordance with industry best practices and standards pertaining to the protection of plants and wildlife and their natural habitats. Supplier shall consult with Purchaser's Environmental Compliance Coordinator or designee if the Work has the potential to impact any threatened or endangered species, whether plants or wildlife, in order to determine the environmentally responsible approach for proceeding with the performance of the Work. Supplier shall promptly report any injury or death of wildlife, damage to wildlife habitat, or damage to threatened or endangered plants caused by the performance of the Work to Purchaser's Environmental Compliance Coordinator or designee.

(b) Supplier shall adhere to all habitat area restrictions, permits and authorizations.

## **16. Air, Noise, Vehicle Idling**

(a) Supplier shall take measures to minimize fugitive dust emissions and other conditions of air pollution associated with the operation of Supplier's equipment. Purchaser reserves the right to curtail the Work in the event fugitive dust emissions and other conditions are causing a condition of air pollution.

(b) Supplier shall take measures to prevent excessive or nuisance noise conditions or air pollution associated with the operation of Supplier's equipment. Purchaser reserves the right to curtail the Work in the event Supplier causes excessive or nuisance noise conditions or air pollution.

(c) Supplier shall adhere to state, local, and Purchaser Premises restrictions for vehicle idling.

## **17. Pesticide and Herbicide Use**

Where applicable, Purchaser may request verification of Supplier's applicator's license or similar document as required by state or local requirements prior to Supplier application of pesticides or herbicides on Purchaser's Premises.

## **18. Training**

Supplier's personnel on Purchaser's Premises shall have completed all applicable training requirements as specified in applicable Environmental Laws and Environmental Permits. Supplier shall maintain training records as required by any applicable Environmental Laws and Environmental Permits, and shall provide copies of them to Purchaser if requested.

## **19. Wetlands**

For Work performed in or near wetlands or streams, Supplier will comply with applicable Environmental Laws and Environmental Permits. Prior to Supplier performing the Work in or near wetlands or streams that were not previously identified; Supplier shall notify and acquire written approval from Purchaser's

Environmental Compliance Coordinator or designee prior to any wetland or stream related activity and clearances.

## **20. Fill Material, Excess Gravel, Excess Clean Fill**

If Supplier's Work under this Agreement involves the provision and/or use of any fill material, including but not limited to structural or flowable fill, Supplier shall obtain Purchaser's prior written consent on the contents of the fill. The use of ash in fill, concrete, construction materials or construction activities is prohibited unless specifically approved by Purchaser's Environmental Compliance Coordinator or designee. Except as otherwise directed by Purchaser, Supplier shall only place excess gravel or excess clean fill in an area or container unit designated by Purchaser.

## **21. Excavation, Digging**

Prior to the commencement of any Supplier excavation activities including, but not limited to, drilling, boring, trenching, digging, grading or groundwater well installation, Supplier shall (a) utilize the applicable "Call Before You Dig System" or similar program intended to identify underground utilities and (b) obtain prior written approval from Purchaser's Environmental Compliance Coordinator or designee. If any contamination, human remains or cultural artifacts are discovered during any Supplier excavation, Supplier shall immediately cease excavation and notify Purchaser's Environmental Compliance Coordinator or designee, construction project supervisor, or designee.

## **22. Wood, Wood Chips, Mulch, Leaves**

- (a) Supplier shall comply with any hardwood restrictions or quarantines.
- (b) Wood chip or mulch piles created in the course of the Work shall only be moved or dispersed to a location approved by Purchaser's Environmental Compliance Coordinator or designee.
- (c) Under no circumstances shall Supplier openly burn wood, wood chips, mulch, or leaves created in the course of the Work without the express written consent of Purchaser's Environmental Compliance Coordinator or designee, and Supplier must obtain any applicable Environmental Permits or other permits associated therewith.

## **23. Sustainability, Green Design**

- (a) Supplier shall incorporate environmentally sustainable practices into the design, construction, and operation of the Work wherever practicable. If requested by Purchaser, Supplier shall submit to Purchaser a list of options, recommendations, approaches, and costs addressing the following criteria: sustainable project site development; water use; pollution control; material selection, material reuse and recycling; energy efficiency; non-hazardous waste and/or hazardous waste avoidance and minimization; indoor air quality; and other innovative applications of low impact development practices.
- (b) Where Purchaser desires to evaluate the utilization of a "green building" certification program, Supplier shall consider programs such as the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED"), GreenGlobes, and application of EPA's Energy Star or other comparable program.