

## HAZARDOUS MATERIAL SERVICES EXHIBIT

### **The following definitions are added to DEFINITIONS of the Terms and Conditions for Services and Related Materials:**

Hazardous Material: Any substance, waste, or material which has been designated as hazardous or toxic by the U.S. Environmental Protection Agency, the federal Occupational Safety and Health Administration (OSHA), California OSHA, the California Environmental Protection Agency, the California Office of Environmental Health Hazard Assessment, the California Department of Toxic Substances Control, the California State Water Resources Control Board, or any other environmental agency now or subsequently authorized to regulate materials in the environment or workplace.

Hazardous Waste: Waste that qualifies as a “hazardous waste” under Title 22, California Code of Regulations, section 66261.3.

PCB-Containing Waste: Waste that contains polychlorinated biphenyls (“PCP”) in concentrations over 50 parts per million (“ppm”).

Contractor Generated Waste: Waste that is generated by the Contractor, including waste resulting from materials or equipment brought to a project site by the Contractor. Unless otherwise agreed in writing by Edison and the Contractor, Contractor Generated Waste that qualifies as Hazardous Waste must be transported using a Temporary EPA Identification Number obtained by the Contractor in the Contractor’s name.

Edison-Generated Waste: Waste that is generated from materials located on the project site prior to commencement of project or work scope activities by the Contractor. Unless otherwise agreed in writing by Edison and the Contractor, Edison-Generated Waste must be shipped using the Edison EPA Identification Number for the Edison location.

HMS (Hazardous Material Services): Those activities and tasks included within the Statement of Work that involve Hazardous Material, including the acceptance, handling, storage, remediation, treatment, and/or disposal of Hazardous Material. HMS activities may also include the excavation of contaminated soils; loading and hauling of Hazardous Materials; pumping/vacuuming of contaminated water; proper containerization of Hazardous Materials; and implementation of site remediation work plans (including Hazardous Material handling and sampling), electrical and mechanical equipment installation, and start-up as required. All Edison-Generated Waste that qualifies as Hazardous Waste will be disposed of under the direction of Edison’s Corporate Environmental Health and Safety (CEHS) and the Edison Representative.

Waste: Any material that qualifies as a “waste” under Title 22, California Code of Regulations, section 66261.2.

### **The following provision is added to Section 2, “Commercial Terms” of the Terms and Conditions for Services and Related Materials:**

2.10 Invoices: Contractor shall submit an invoice for the HMS in accordance with the prices in the applicable Purchase Order. If Contractor takes possession of the Hazardous Material, Contractor shall not submit the invoice until title to and possession of the Hazardous Material has passed to Contractor. Additionally, Contractor shall not submit an invoice until the Hazardous Material has been disposed of and a certification of this disposal has been sent to the Edison Representative.

### **The following provisions are added to Section 3, “Performance of Services” of the Terms and Conditions for Services and Related Materials:**

3.14 Contractor represents that:

- (i) Contractor understands that Edison-Generated Waste that also qualifies as Hazardous Waste or PCB-Containing Waste will be managed for disposal, recycling or salvage under the direction of the Edison Representative and CEHS. Contractor shall not include or authorize within any

subcontracts the salvage or management for disposal of equipment containing PCB's in concentrations greater than 50 ppm;

- (ii) Contractor has knowledge of the hazards (including health and safety risks) associated with the acceptance, handling, storage, remediation and disposal of Hazardous Waste;
- (iii) Contractor shall be responsible for proper disposal and management of all Contractor Generated Waste, including compliance with all federal, state, and local laws and regulations, and any other applicable legal requirements; and
- (iv) When performing any HMS, Contractor (including subcontractors, consultants, and other agents hired by Contractor) shall only use qualified personnel who have been instructed and certified in the proper health and safety practices and procedures as required by federal, California and local laws.

3.15 Contractor represents to Edison that the Services shall be performed in a competent manner, in accordance with the Agreement, and that the HMS shall be in accordance with (i) the requirements of the Agreement and (ii) the Applicable Laws.

3.16 Contractor also represents and agrees that any storage site and any disposal facility to which Contractor may send any Hazardous Material will be properly licensed and authorized for such purposes in accordance with federal, state, and local laws and regulations. Additionally, Contractor agrees that, before sending any Hazardous Material, Contractor will verify that such storage sites and/or disposal facilities are suitable for the intended purpose and are properly licensed, permitted and authorized to receive and/or dispose of the Hazardous Material. Contractor shall also obtain Edison's prior approval before sending any Edison-Generated Waste to a storage site or disposal facility. Any Contractor activity that involves the storage of Hazardous Materials at Edison owned or operated property must be disclosed to the Edison Representative. Contractors that store Hazardous Materials on property not owned by Edison, but in support of work performed for Edison, are responsible for ensuring that such storage complies with all federal, state, and local laws and regulations. Edison reserves the right, and Contractor grants Edison the right, to inspect such storage locations at any time.

**The following provisions are added to Section 3, "Performance of the Services" of the Terms and Conditions for Services and Related Materials:**

3.17 Contractor shall perform the HMS as directed by the Edison Representative and CEHS when handling or disposing of Edison-Generated Waste that qualifies as Hazardous Waste or PCB-Containing Waste. The HMS shall be performed in conformance with the Statement of Work referenced in the Agreement and CWA, if applicable.

3.18 When working with Edison-Generated Waste, Contractor shall be solely responsible for implementation of all methods, techniques, sequences, and procedures for the HMS and for managing and coordinating all portions of the Services as directed by the Edison Representative and CEHS.

3.19 Whenever a Party is on the other Party's property, such Party shall comply with any health and safety protocols, standards, or policies adopted by the other Party and provided to them in advance.

3.20 Contractor agrees to protect and maintain the confidentiality of all information on public health and safety matters related to the work performed, including information on Hazardous Material, Hazardous Waste, or PCB-Containing Waste.

3.21 Contractor shall be solely responsible for determining if the Services can be performed in a safe manner and to inform its employees of such determination.

**The following provision is added to Section 10, "Insurance" of the Terms and Conditions for Services and Related Materials:**

## 10.1 Required Insurance

(F) For Services involving HMS, Contractor's Pollution Liability Insurance, with limits of not less than \$5,000,000 for each occurrence or each claim and in the annual aggregate, covering losses caused by pollution conditions that arise from all work performed by the Contractor for Edison pursuant to the Agreement. The Pollution Liability Insurance shall provide for all appropriate coverage, including, but not limited to, coverage for the following: (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages. Such insurance shall name Edison, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees, as additional insureds for liability arising out of the acts or omissions of Contractor. If maintained on an occurrence basis, Contractor shall continue to maintain such coverage for a period of not less than one (1) year following termination of the Agreement or final Acceptance of the Services, whichever is earlier, and, if on a claims-made basis, Contractor shall continue to maintain such coverage for a period of not less than three (3) years following termination of the Agreement or final Acceptance of the Services, whichever is earlier. If written on a claims-made basis, the retro-active date shall equal or precede the date of the Purchase Order.