

## REMARK EHS

REVISION FEBRUARY 14, 2020

### GENERAL ENVIRONMENTAL, HEALTH, SAFETY, AND SECURITY REQUIREMENTS

#### 1. General Requirements.

##### 1.1 **Applicability.**

1.1.1 These requirements apply to any Contractor conducting Work on GE premises, either directly or through Contractor Parties, and such Work poses “Severe” or “Significant” EHS hazards, as set forth on the table in **EXHIBIT A** (and as such may be amended by GE from time to time).

##### 1.2 **Definitions.**

1.2.1 “Contractor Party” means affiliates of Contractor and all consultants, contractors, subcontractors, materialmen, suppliers, or vendors retained by Contractor in connection with the Work, and their respective officers, employees, agents, subcontractors, materialmen, vendors and suppliers, regardless of tier.

1.2.2 “EHS Laws” means, for the jurisdiction in which the Project Site is located, those laws that govern worker safety, health and security; protection of the environment and natural resources; generation, use, management and handling disposal and releases or potential releases of Hazardous Substances, materials, chemicals and Wastes; and site security.

1.2.3 “Hazardous Substance” means any material or substance that is regulated as toxic, ignitable, reactive, or corrosive or that otherwise is regulated by or under EHS Laws as hazardous to human health or the environment, including: (i) any and all materials or substances that are defined as “Hazardous Waste,” “extremely hazardous waste,” “special waste,” “hazardous substance,” “toxic substance,” “hazardous material,” “contaminated debris,” or any similar designation pursuant to applicable EHS Laws; (ii) asbestos and friable asbestos-containing materials; (iii) urea-formaldehyde foam insulation; (iv) polychlorinated biphenyls (“PCBs”); (v) petroleum, petroleum products and derivatives; and (vi) radioactive materials.

1.2.4 “Hazardous Waste” means any garbage, refuse, or unwanted or discarded material that may pose a present or potential hazard to human health or the environment when improperly disposed of, treated, stored, transported, or otherwise managed, including: (i) “hazardous waste” (or comparable designation for similar materials) identified under applicable EHS Laws or Permits; (ii) PCBs at concentrations exceeding 50 parts per million (ppm); and (iii) such other unwanted or discarded materials as may be defined by GE as “hazardous waste.”

1.2.5 “Project Site” means the physical location of the property, buildings, and the environment as well as such surrounding areas as may be required for the execution of the Work.

1.2.6 “Site EHS Protocols” means those GE rules and requirements in effect at any Project Site regarding the environment, and the life, health, safety, and security of all persons and property, including requirements for: (i) registration, site access, and access restrictions; (ii) identification passes or badges; (iii) escorts; (iv) parking and parking locations; (v) smoking; (vi)

fire prevention; (vii) use of alcohol, drugs and other controlled substances; (viii) drug testing; (ix) weapons; and (x) general behavior.

1.2.7 “Solid Waste” means, per applicable EHS Laws, any garbage, refuse, trash, or unwanted or discarded solid, liquid, semisolid, or contained gaseous material, including miscellaneous demolition debris, fencing, cardboard, food containers of any type, paper, paper cups, utensils, rags, packing materials, sawdust and other flammable materials, used oil or other vehicle fluid, and material containing PCBs at concentrations between 1 ppm and 50 ppm, but not otherwise considered Hazardous Waste or waste metals.

1.2.8 “Waste” means Hazardous Waste and Solid Waste.

1.2.9 “Work” or “Project” refers to the actions of construction, installation, renewal, or serving of equipment at the Project Site.

1.3 **Contractor Parties.** All Contractor Parties shall be given a copy and briefed on the requirements of this document by the hiring Contractor. Contractor shall be responsible and accountable for Contractor Parties’ compliance with the applicable provisions of this document and with the regulations, policies, and procedures referenced herein.

1.4 **Contractor’s General EHS Requirements (“General EHS Requirements”).**

1.4.1 Contractor shall assure the life, health, safety, security, and environmental performance of its employees, of Contractor Parties, and of all other persons performing Work on its behalf at any Project Site;

1.4.2 Neither Contractor nor Contractor Parties shall employ any person in connection with Work who poses a threat to persons, to the environment, or to the integrity or continuity of a Project Site’s business operations.

1.4.3 Contractor, for itself and Contractor Parties, represents, warrants, and covenants that all Work shall be performed using those necessary and appropriate procedures to identify Work and/or Project Site Hazards, to prevent accidents, to protect and preserve the life, health, safety, and security of persons who could contact the Work (including GE employees, Project Site personnel, third parties, and members of the public), and to prevent incident, degradation, or damage to real and personal property and to the environment.

1.4.4 Contractor shall comply with all EHS Laws and Permits applicable to the Work at the Project Site, including local requirements;

1.4.5 Contractor shall comply with this document, including the Prequalification requirements in Section 2;

1.4.6 Contractor shall comply with GE’s Life Saving Principles and any applicable Site EHS Protocols;

1.4.7 Contractor shall comply with its own EHS Programs, as such has been validated and may have been modified during Prequalification, and with Contractor’s Health and Safety Plan (as defined below) and any Task Hazard Analysis/Mitigation Plan applicable to High-Risk Operations (as defined below);

1.4.8 At GE’s request or otherwise in Contractor’s discretion, Contractor shall remove from the Project Site and replace any Contractor or Contractor Party personnel who fail to meet the requirements of this document; and

1.4.9 Contractor shall cooperate fully with GE to address and resolve, with utmost diligence, any concerns for life, health, safety, security, or environmental performance that may be raised by GE, Contractor Parties, government authorities, consultants, or any other persons at any Project Site, including immediately suspending any work until pending issues can be resolved to the satisfaction of GE and/or applicable government authorities.

1.4.10 Where any part of the General EHS Requirements conflicts with or sets a lower standard than any other applicable law, regulation, or requirement, then the more stringent requirement shall be applied.

1.5 **Breach.** Contractor acknowledges, for itself and Contractor Parties, that any breach of the obligations in Section 1.4 shall materially breach its Agreement with GE and be deemed “Cause” for immediate termination (without right to cure). If GE stops work based on a breach, GE shall not be responsible for Contractor’s damages due to such delay.

1.6 **Site Hazards.** If at any time Contractor or any Contractor Party identifies any site-specific biological, chemical, radiological, or physical hazards or condition or the management, use of, or exposure to Hazardous Substances or Wastes which present risks (collectively “Hazards”) that could affect the progress of the Work or the life, health, safety, or security of persons performing the Work or of real or personal property including the Project Site, Contractor immediately shall notify GE both verbally and in writing. If Contractor fails to provide such notice, Contractor shall be fully liable and responsible for costs or damages to Contractor, Contractor Parties, or their respective personnel for the Work arising from impacts of such Hazard. Prior to the resolution of the Hazard, Contractor shall take all prudent actions necessary to establish and maintain safe working conditions and to safeguard its employees, the environment, and Contractor Parties and their respective employees from the impacts of such Hazards.

1.7 **Zero Tolerance Policy.** GE promotes a zero-injury philosophy and believes that ALL accidents and injuries can be prevented. All Contractors and Contractor Parties shall clearly set the expectations that zero injuries are the only acceptable goal. If a Contractor or any Contractor Party personnel is caught violating GE’s Life Saving Principles, they shall be permanently removed from the Site.

1.8 **Duty to Inform and Enforce.** Contractor and all Contractor Parties shall inform their employees of this document and enforce the terms of this document.

## **2. Prequalification.**

2.1 GE, at its discretion, may require that Contractor successfully complete EHS Prequalification managed through GE’s third-party Prequalification provider (e.g. ComplyWorks), as provided in this Section and described in the document “**Summary of Pre-Qualification Requirements**” set forth on the table in **EXHIBIT B**. When required by GE, Contractor shall obtain an “Approved” EHS Prequalification status from GE’s third-party EHS Prequalification provider before mobilizing to the Site and shall maintain the “Approved” status through completion of the Project.

2.2 As part of the Prequalification process, Contractor shall demonstrate that its life, health, safety, security, and environmental programs (collectively “**Contractor’s EHS Programs**”) satisfy applicable EHS Laws and GE’s Life Saving Principles for the relevant “**Hazard Category**” set forth on the table in **EXHIBIT A** (as such may be amended by GE from time to time) for the type

of Work to be performed (collectively “**Prequalification**” or “**Prequalified**”). If the Prequalification process identifies deficiencies in Contractor’s EHS Programs for Work that Contractor or Contractor Parties intend to perform for GE, Contractor and/or Contractor Parties shall timely correct such deficiencies to GE’s reasonable satisfaction. GE also may, but is not obligated to, qualify individual employees or personnel of Contractor or Contractor Parties before such employees or personnel may be deployed to any Project Site.

2.3 Contractor, at its discretion, may Prequalify either: (i) on a site-by-site basis for specific Work being performed at a designated Project Site; or (ii) generally for Hazard Categories and groups of Services beyond the scope of a particular Authorized Work Release. For any Authorized Work Release, GE shall accept either form of Prequalification so long as the Hazard Categories for all Work being performed under the Authorized Work Release are covered and any such general Prequalification has not expired.

2.4 Exceptions to the Prequalification process shall be at the discretion of GE.

2.5 An approved Contractors list is maintained and updated by GE.

2.6 Contractors that obtain an “Approved” EHS Prequalification status from GE’s third-party EHS Prequalification provider shall not be required to repeat the Prequalification process until (at earliest) the following calendar year, when information on the Form is subject to change, or if requested by GE.

2.7 Contractor may remain on the Approved Contractors List for one year, unless contributing factors require their removal (e.g. a serious or willful safety violation). GE reserves the right to remove any Contractor from the Approved Contractors List.

2.8 When a Contractor Party (such as a subcontractor) conducts Work on GE premises and such Work poses “Severe” or “Significant” EHS hazards, as set forth on the table in **EXHIBIT A** (as such may be amended by GE from time to time), GE, at its discretion, shall require that the Contractor Party successfully complete EHS prequalification through either 1) GE’s third-party Prequalification provider, as provided in this Section; 2) through Contractor’s prequalification process that shall be largely equivalent to the requirements of this Section; or 3) through another prequalification process as determined at the discretion of GE. Contractor Party shall obtain an “Approved” EHS prequalification status before mobilizing to the Site and shall maintain the “Approved” status through completion of the Project.

### **3. Health and Safety Requirements.**

#### **3.1 Health and Safety Professional.**

3.1.1 Beginning on the Effective Date and for the duration of any Work, Contractor shall designate a qualified and trained member(s) of its organization to serve as the “**HS Officer.**” The HS Officer shall have all necessary and relevant work experience, training, licenses, sound knowledge of health and safety EHS Laws, and detailed knowledge of Contractor’s EHS Programs.

3.1.2 The HS Officer shall be responsible for: (i) identifying and mitigating Hazards at the various Project Site(s); (ii) preventing accidents; (iii) satisfying EHS Laws; (iv) implementing GE’s Life Saving Principles and Site EHS Protocols; (v) implementing Contractor’s EHS Programs; and (vi) reviewing Contractor Parties’ compliance with the health and safety provisions of this document.

3.2 **Project Site Health and Safety Plan.** At least twenty (20) days before commencing Work on a Project Site, or as otherwise agreed in writing with GE for a particular Authorized Work

Release, Contractor shall develop and submit for GE's review as a Technical Submittal, a written, site-specific Health and Safety Plan that identifies all foreseeable Hazards (including handling of Hazardous Substances and Wastes) for the Work at the Project Site and includes mitigation plans for those Hazards (collectively "**HASP**"). In addition, the HASP shall: (i) list the Key Personnel, including the HS Officer; (ii) satisfy applicable EHS Laws (including applicable Hazardous Waste Operations and Emergency Response ("**HAZWOPER**") provisions; (iii) implement GE's Life Saving Principles; (iv) implement Contractor's EHS Programs; (v) specify training and licenses required for employees and personnel performing the Work; (vi) identify appropriate PPE for Work at the Project Site; and (vii) provide an emergency response, evacuation, and preparedness plan. If inconsistencies arise among these various requirements, the most stringent requirement shall govern; *provided that*, in no event shall any resolution of inconsistencies authorize violations of EHS Laws or Permits. GE's review of the HASP shall not be deemed approval thereof, nor shall it waive or relieve Contractor of any responsibility or liability under Work Obligations. Each Contractor Party performing Work at any Project Site shall certify to GE in writing, signed by both Contractor and Contractor Party, that Contractor Party shall either be covered by Contractor's HASP or develop and implement its own written site-specific Health and Safety Plan that satisfies this Section. Contractor shall be responsible for ensuring that all Contractor Parties have either submitted a certification to GE or have developed an adequate HASP prior to commencing any Work at a Project Site; and that all Contractor Parties are adhering to the relevant HASP and Contractor's EHS Programs. All applicable HASPs shall be updated promptly during the Work to remain current and reflect changing conditions at the Project Site. GE reserves the right to enforce the HASP and administer appropriate disciplinary action for its violation as necessary.

**3.3 High-Risk/High Hazard Operations.** Contractor acknowledges, for itself and Contractor Parties, that certain Work at Project Site(s), including Work identified in GE's Life Saving Principles, may present special risks or Hazards, with potential to cause serious injury or death to employees or personnel or a release to the environment ("**High-Risk Operations**"). In addition to adhering to the terms of the HASP, Contractor and Contractor Parties performing High-Risk Operations shall: (i) at least 72 hours before the Work, jointly develop and submit for GE's review as a Technical Submittal a specific "**Task Hazard Analysis/Mitigation Plan,**" or "**THA/MP**" consistent with GE's Life Saving Principles, that identifies potential Hazards specific to the High Risk Operation and defines mitigation actions for those Hazards by specifying necessary and appropriate procedures to assure that the High-Risk Operation will take place in the safest manner possible; (ii) train personnel on requirements of the THA/MP; and (iii) implement the THA/MP. GE's review of Contractor's THA/MP shall not be deemed approval thereof, nor shall it waive or relieve Contractor of any responsibility or liability under Work Obligations. Failure by Contractor or Contractor Parties strictly to adhere to the terms of this Section shall materially breach this Agreement and be deemed "cause" for immediate termination (without right to cure).

**3.4 Barriers and Signs.** For the Work, the Project Site or the property boundaries, and applicable EHS Laws, Contractor and/or Contractor Parties shall erect and properly maintain necessary, prudent or appropriate barriers, warning signs, danger signs, or other safeguards to protect Contractor, Contractor Parties, GE employees, other Project Site personnel and the public, including warnings against the following Hazards, whether permanent or temporary, such as: excavations, well locations, holes, pits or trenches, potentials for ground collapse, uneven pavement, fresh pavement, potential for structural collapse, dangers from falling materials, live

electrical wires, protruding nails, bad hoists, elevator openings, hatchways, scaffolding, window openings, stairways, the presence of High-Risk Operations, the presence of gasoline and other flammable liquids, and any similar items for which warning signs would be necessary, prudent or appropriate.

**3.5 Personal Protective Equipment (“PPE”).**

3.5.1 Contractor and Contractor Parties shall wear hardhats whenever there is a potential exposure to hazardous conditions and while performing work in a construction area. All hardhats shall comply with the appropriate ANSI or equivalent standard.

3.5.2 Contractor and Contractor Parties shall wear safety glasses with side shields whenever they are working and at any time when they are inside of a manufacturing area. All safety glasses (standard and prescription) shall comply with the appropriate ANSI or equivalent standard. Additionally, side shields may be either affixed on the glass frame or detachable, but they must be rigid. Flexible plastic side shields are not acceptable.

3.5.3 Additional eye and face protection meeting the requirements specified in the appropriate ANSI or equivalent standard shall be worn whenever machines or operations or processes present potential eye or face injury from physical, chemical, or radiation agents.

3.5.4 Contractor and Contractor Parties shall wear safety footwear whenever there is an exposure to hazardous conditions and while performing work in a construction area. All safety footwear shall comply with the appropriate ANSI or equivalent standard.

3.5.5 Contractor and Contractor Parties performing permit-required confined space entry must provide their own confined space rescue. Relying on the GE or local fire departments is not acceptable for confined space rescue.

**3.6 Environmental, Health, and Safety Reporting.** Contractor and Contractor Parties shall immediately report to GE any accident, incident, injury, near miss, property damage, or item that is materially inconsistent with the standards in this document (including recordable events and any violations of EHS Laws) in connection with Work being performed. Contractor also shall provide GE with prompt written accident investigation report(s) and shall maintain an accident/incident log for the Work as may be required under applicable EHS Laws. Contractor shall also perform daily Project Site inspections, document any findings (including Hazards, unsafe acts, and security breaches), correct findings within 24 hours or such other period as may be agreed with GE in writing for a particular matter, and track closure in a manner that allows identification of trends in the data.

**3.7 Emergencies.** In any emergency affecting the life, health, safety, or security of persons or property, Contractor and Contractor Parties shall act in their discretion to prevent loss of life, injury, or other threatened damage or loss. Any request for additional compensation or modification to the Project Schedule claimed by Contractor or Contractor Party due to such emergency work shall be addressed by a change document.

**3.8 Audit.** On a yearly basis Contractor shall update their Prequalification Form and submit their previous year's log information and individual EMR along with any citations from government agencies for Health or Safety violations. Accident reports or workers compensation loss run reports will be accepted if Contractor is not required to keep a log. Contractor shall supply copies of its EHS policies and records as well as those of Contractor Parties (including Subcontractors) to GE upon request.

**3.9 Other General Safety Requirements.**

3.9.1 Contractor and Contractor Parties shall not expose GE employees to any unsafe acts or conditions which can be reasonably predicted as hazardous or unsafe, or that otherwise violate EHS Laws.

3.9.2 Contractor and Contractor Parties shall be responsible for identifying occupational health and safety deficiencies and initiating appropriate corrective action on their own initiative.

3.9.3 Health and safety deficiencies, which may, from time to time, be brought to the attention of Contractor or Contractor Parties by GE, shall be given immediate attention to accomplish correction.

3.9.4 Contractor and Contractor Party personnel must wear his/her badge (temporary or permanent) above the belt on the outer-most garment so as to be visible at all times while on the premises. Contractor or Contractor Party personnel with "Escort Required" badges must be escorted at all times. Failure to do so may result in dismissal from site.

3.9.5 Contractor and Contractor Parties shall conduct and document inspections of the Project Site to ensure that no violations of any policies or EHS Laws occur. Inspections of the work site will be performed on a daily basis and copies of the inspections shall be forwarded to the Project Manager.

3.9.6 Contractor and Contractor Party trailers shall be in good condition and have exits and stairs in conformance with applicable standards, electrical entrance connections per NEC requirements, and fire separated from other structures as required. Trailers shall bear a sign indicating the Contractor's or Contractor Parties' name, telephone number, and a representative who can be contacted 24 hours per day.

#### **4. Contractor Orientation.**

4.1 All Contractor and Contractor Party (including Subcontractor) personnel must attend Contractor Safety Orientation prior to the start of Work. Upon successful completion, which may include passing a written test, Contractor and Contractor Party will be authorized to access the site. No Contractor or Subcontractor personnel may work on site before attending the on-site safety orientation.

4.2 All personnel attending the safety orientation must sign the attendance sheet.

4.3 Contractor and Contractor Party must notify GE in advance to accommodate any employee's special needs. Classes are held once weekly but additional classes can be scheduled as required.

4.4 Any Contractor or Contractor Party that is unable to be prequalified will not be allowed to attend orientation or conduct Work until the Prequalification process is complete.

4.5 Notwithstanding the Contractor Orientation requirement, Contractor and Contractor Party shall maintain verification that all employees have been properly trained in accordance with all EHS Laws that apply to their scope of work. Documentation must be available upon request.

#### **5. Management of Hazardous Substances and Spills.**

5.1 **Knowledge of Hazardous Substances.** As necessary to perform the Work in a manner consistent with this document, Contractor represents, warrants, and covenants, for itself and Contractor Parties, that it has identified and it is knowledgeable about: (i) Hazards posed by the handling, use, and exposure to Hazardous Substances to be brought to or encountered at the Project Site in connection with the Work; (ii) appropriate precautions, management, and

mitigation strategies for those Hazardous Substances; and (iii) EHS Laws applicable to such Hazardous Substances and related Work.

5.2 **Use of Hazardous Substances.** Contractor shall not cause or permit any Hazardous Substances to be used or stored by Contractor or Contractor Parties in, on or about the Project Site, except in such quantities as are necessary to perform the Work prudently using appropriate procedures in the ordinary course. Prior to beginning Work on the Project Site, and as necessary and appropriate for the Work being performed, Contractor shall submit to GE, as part of the applicable HASP, a written “**Hazardous Substances Management Plan**,” which provides procedures for the handling, management, use, spill control and release reporting, transportation, storage, and offsite disposal of Hazardous Substances at and from the Project Site in accordance with all applicable work obligations. The Hazardous Substances Management Plan shall also contain a “**Chemical Inventory**” and Safety Data Sheets (“**SDS**”) for all Hazardous Substances proposed to be brought to the Project Site. GE shall approve each Hazardous Substances in writing before Contractor or Contractor Parties may bring such Hazardous Substances to the Project Site. Contractor shall update the Chemical Inventory throughout the Work to include those Hazardous Substances approved by GE.

5.3 **Exposure and Treatment.** Contractor shall inform its employees, Contractor Parties, and other persons at any Project Site who might be exposed to Hazardous Substances due to Work being performed, of the nature of such Hazardous Substances, the extent of any life, health, safety, security or environmental risks associated therewith, and any related precautions or mitigation measures that should be taken. Contractor shall exercise its independent judgment and discretion in performing its obligations under this Section, including whether it should consult with knowledgeable or expert third parties. Contractor shall be liable and responsible for the impacts of any exposure to Hazardous Substances related to the Work, including treating any injury resulting therefrom, whether sustained by Contractor, Contractor Parties, or any other person exposed to the Hazardous Substances due to default by Contractor or Contractor Parties or to the fault, negligence, or failure of Contractor or Contractor Parties under the Work Obligations. Contractor shall notify GE immediately of any such exposure or treatment.

5.4 **Spills or Releases of Hazardous Substances.**

5.4.1 **Prevention.** Contractor shall use all necessary and appropriate procedures to prevent Contractor and Contractor Parties from spilling or releasing to the environment any Hazardous Substances or Waste, including from: (a) refueling operations, or other tanks or vehicles that leak fluids including oil, hydraulic fluid, gasoline, and other substances; (b) the use of approved Hazardous Substances by Contractor or Contractor Parties; (c) wells, conveyances, pipes, pits, sumps, containers, materials, or equipment at the Project Site; or (d) handling or management of Waste during sampling, excavation, removal, loading, packaging or transport at or from the Project Site. Any materials, equipment or vehicles that leak fluids shall be repaired immediately or immediately removed from the Project Site.

5.4.2 **Spill Response.** Prior to beginning Work, Contractor shall submit to GE as part of the Hazardous Substances Management Plan in the HASP, emergency response procedures that may be necessary, prudent, or required under EHS Laws to minimize, mitigate, control, address, and clean up any spills or releases (“**Response Actions**”) of Hazardous Substances at the Project Site. Contractor shall be responsible, at its sole cost and expense, for immediately taking such Response Actions for spills or releases arising from the Work or from

acts, fault, negligence, or failure of Contractor or Contractor Parties under the Work Obligations. Within ten (10) days after completing Response Actions, Contractor timely shall document the Response Actions in writing for GE. Contractor shall be responsible and liable for all costs and expenses in connection with spills, releases, and Response Actions covered by this Section, including those incurred by GE.

**5.4.3 Reporting.** Contractor acknowledges and agrees that EHS Laws may contain stringent requirements regarding reporting to government authorities and/or management of spills and releases of Hazardous Substances or Waste to the environment, even if such spills or releases occur to paved areas or concrete surfaces. Contractor agrees, for itself and Contractor Parties, to immediately notify GE in writing of the spill or release of any quantity or volume of Hazardous Substances or Waste (including leaks of fluid from any equipment) arising from the Work and/or from the acts, fault, negligence, or failure of Contractor or Contractor Parties under the Work Obligations. The notification shall include the following information about any spill or release: the date and time thereof; the specific Hazardous Substance or Waste involved; the quantity that was released; and any mitigation measures taken or to be taken. Contractor also covenants and agrees that, after discussion with GE or a good faith attempt to discuss with GE, Contractor shall report to the appropriate government authorities within the timeframes specified under EHS Laws such spills or releases for which it or Contractor Parties are responsible or liable.

**6. Waste Management and Disposal.** Unless otherwise specified in writing by GE for certain Project Sites, no Waste may be disposed of on Site either on or under the ground, whether paved or in soils, in storm or sanitary sewerage systems, or in surface water bodies.

**6.1 Handling and Disposal of Waste.** If applicable to Contractor's Authorized Work Release, Contractor and Contractor Parties shall be fully responsible and liable, at their sole cost and expense, for appropriately characterizing, collecting, managing, segregating, preparing for transport, temporarily storing (only at GE-approved locations at the Project Site), removing, arranging for the transport and arranging for the destruction or disposal at an offsite location of Waste generated during the Work, except to the extent otherwise specified in writing by GE. Such Waste activities shall be performed in compliance with all applicable EHS Laws and other work obligations. The Work at the Project Site will not be "Complete" until all Waste generated during the Work has been properly removed and destroyed or disposed and the area used temporarily to store the Waste has been restored, except to the extent otherwise specified in writing by GE.

**6.2 Approval of Waste Facilities.** Waste from Project Sites to be sent offsite shall be disposed only at a GE-approved Waste management facility. If: (i) there is no GE-approved Waste management facility or transporter in the same country and/or within a reasonable distance of the Project Site; or (ii) the identified, reasonably located GE-approved Waste management facility or transporter is unable to manage the particular Waste, Contractor shall provide written notice to GE with such information as GE may require, and obtain GE's prior written approval in GE's sole discretion, before using any previously unapproved Waste management facility or transporter. Neither Contractor nor any Contractor Party shall independently select any Waste management facility without GE's prior written approval.

**6.3 Limited Agency and Delegation.** Contractor shall act as an agent for GE for the limited purpose of characterizing Waste, executing Waste profiles, and preparing and executing Waste manifests, bills of lading, and related Waste disposal documents for the Work. Contractor

further represents, warrants, and covenants that any Contractor Parties, any of their respective personnel, acting pursuant to this Section shall have appropriate training or Licenses as required by applicable EHS Laws. Contractor shall provide GE with a list of the individuals authorized to act under this Section. Except for Hazardous Substances and Waste arising from spills, releases, default by Contractor or Contractor Parties, or the fault, negligence, or failure of Contractor or Contractor Parties under the Work Obligations:

6.3.1 GE shall be listed as the “generator” on all Hazardous Waste manifests arising out of any Work and Contractor shall not assume GE’s status as a “generator,” “operator,” “transporter,” or “arranger” in the treatment, storage, transportation, or disposal of any Hazardous Waste; and

6.3.2 GE acknowledges that Contractor has not contributed to and assumes no responsibility for generating or creating any Waste or Hazardous Substance, pollution condition, or nuisance, which existed when Contractor commenced Work at any Project Site (collectively “**Pre-Existing Conditions**”), nor prior to commencing Work at any Project Site has Contractor violated any EHS Law related to such Pre-Existing Conditions.

6.4 **Documents for Waste Activity.** In compliance with applicable EHS Laws, Contractor and/or Contractor Parties shall complete and maintain all Waste management documents, including generation records, manifests, full chain of custody and control records, bills of lading, and certificates of disposal or destruction (collectively “**Waste Management Documents**”), for all Wastes generated, loaded, transported, destroyed, and/or disposed from each Project Site under this Agreement. GE shall not make final payment under an Authorized Work Release until Contractor and/or Contractor Parties have provided GE with complete copies of all Waste Management Documents generated in connection with the Work.

6.5 “**Cause.**” Contractor’s failure strictly to adhere to the terms of Section 6 shall materially breach this Agreement and be deemed “cause” for immediate termination (without right to cure).

7. **Decontamination of Equipment, Materials, Tools, and Vehicles.** All non-disposable materials, equipment, tools, and vehicles used by Contractor or Contractor Parties to perform Work shall be cleaned to remove all Hazardous Substances, Waste and other Project Site-related materials prior to: (i) being used to handle uncontaminated materials; (ii) relocating beyond Contractor’s working limits within the Project Site; and/or (iii) departing from the Project Site. Prior to beginning Work at the Project Site, upon request by GE, Contractor shall submit to GE as part of the applicable HASP a written “**Equipment Decontamination Plan**” meeting requirements of EHS Laws, for all non-disposable materials, equipment, tools and vehicles to be used for the Work. Cleaning/decontamination activities shall be performed in an area at the Project Site approved by GE. GE may review and/or inspect Contractor’s performance of the cleaning/decontamination procedures to determine whether any materials, equipment, tools, or vehicles remain contaminated. Contractor shall, at its own cost and expense, re-clean any items designated by GE until applicable cleaning standards in the Equipment Decontamination Plan have been met. Any review and/or inspection by GE shall not relieve Contractor of its liability and responsibility properly to perform cleaning/decontamination activities. Washwater and/or other materials generated during cleaning/decontamination shall be collected, segregated by wastestream, containerized for disposal, and handled as Waste in accordance with Section 6.

8. **Airborne Emissions.**

8.1 The occurrence of any uncontrolled air emissions, particulate matter, dust, debris, airborne ACM, or visible emissions beyond the boundary of the Project Site (“**Airborne Emissions**”) is prohibited. Contractor shall undertake all necessary and appropriate measures to control, monitor, and abate Airborne Emissions in accordance with applicable EHS Laws. At GE’s request, for Airborne Emissions that arise out of or relate to Work under the Authorized Work Release, prior to beginning Work on the Project Site, and as necessary and appropriate for the Work being performed, Contractor shall submit to GE, as part of the applicable HASP, a written “**Airborne Emissions Management Plan.**”

8.2 Volatile Organic Compounds (VOCs) and refrigerants known as ozone-depleting compounds (ODCs) must be strictly controlled and approved prior to bringing them onto GE property.

**9. Traffic Flow, Vehicle Management, and Public Roadways.**

9.1 **Vehicle Operation and Traffic Flow at the Project Site.** Contractor and Contractor Parties shall obey all laws related to vehicles and traffic, including those concerning licenses and vehicle registrations, traffic direction, speed, and exclusion of vehicles from certain locations. Motor vehicle engines shall not be left running or idling if the vehicle/equipment is unattended, unless such idling is necessary for the normal operation of the unit. A vehicle is “unattended” when the operator has left the normal control position. Pedestrians shall have the right-of-way at all Project Sites.

9.2 **Use of Public Roadways.** Contractor acknowledges that certain Project Sites may be situated within residential neighborhoods, located near schools, or other areas frequented by children, and/or within areas subject to traffic congestion. The use by Contractor and Contractor Parties of public roadways for the Work shall satisfy all laws including local requirements and shall take necessary and appropriate precautions considering the traffic patterns surrounding the Project Site. Before transporting any Work-related materials, equipment, Hazardous Substances or Wastes along public roadways to or from the Project Site, Contractor timely shall apply for, pay all fees for, and receive all necessary road and bridge crossing permits or other road use authorizations from all applicable government authorities. Contractor shall also provide and pay for all legally required and/or appropriate traffic warnings, controls and monitoring personnel for all access points to any Project Site, and for walkways or sidewalks adjacent to any Project Site.

9.3 **Tracking of Materials.** Contractor and Contractor Parties shall not track any dust, dirt, mud, debris, materials, Hazardous Substances, or Wastes to or from any Project Site onto public roadways or other properties. Contractor shall specify in writing in the applicable HASP those necessary and appropriate procedures that it will use to satisfy this requirement, including: (i) restricting operation of wheeled vehicles to paved portions of the Project Site; (ii) sweeping or cleaning portions of the Project Site that have become disturbed; (iii) performing general housekeeping practices consistent with those used by prudent contractors in the industry for the Work; and (iv) such other measures. Contractor shall also monitor vehicles and street conditions near the Project Site to assure compliance with these requirements.

9.4 **Restoration and Repair.** At its own expense, Contractor shall:

9.4.1 Immediately clean up and remove from public roadways, bridges, public walkways, or neighboring properties any dust, dirt, mud, debris, materials, Hazardous Substances, or Wastes that originate with the Work at the Project Site and have been tracked to any offsite location; and

9.4.2 Promptly repair any damage or destruction to any existing roadways, bridges, or public walkways (including as necessary replacing them) to the extent caused by default of Contractor or Contractor Parties or the fault, negligence, or failure of Contractor or Contractor Parties under the Work Obligations.

**10. Equipment.**

10.1 Unless GE otherwise expressly agrees in writing, it shall be Contractor's responsibility to provide all tools, materials, and any equipment (the "Equipment") necessary for the proper performance of the Work. This shall include without limitation the provision, testing, calibration and maintenance of all Equipment necessary for the safe execution of the Work.

10.2 The Equipment and all Contractor personnel operating the Equipment or performing Work hereunder are under Contractor's exclusive jurisdiction, possession, supervision, and control. Contractor shall provide only competent, and experienced and duly qualified personnel to supervise and direct the operation of the Equipment. All Contractor personnel used to operate and/or maintain the Equipment shall be properly certified and licensed in accordance with all applicable laws. Contractor shall at all times operate the Equipment in a safe, competent and lawful manner, and in accordance with the manufacturer's operating manual, and all laws and regulations. Without limiting the foregoing, Contractor shall ensure that Contractor personnel shall exercise the appropriate level of care in the use, maintenance and repair of the Equipment, to minimize the incidence of casualties and injuries occurring in connection therewith. Contractor shall ensure that the operation of the Equipment shall not exceed the manufacturer's safety requirements and rated load capacities. Contractor shall immediately notify GE of any accident involving personal injury and/or property damage arising from the operation, transportation, possession, use, maintenance or repair of the Equipment.

10.3 To the extent GE agrees to the use of GE's Equipment, Contractor, on behalf of itself and Contractor personnel and all of their predecessors, successors, assigns, heirs, executors, and administrators, hereby release, discharge, waive, relinquish, and covenant not to sue, directly, derivatively or otherwise, the Indemnitees (as defined herein) and all of their predecessors, successors, assigns, heirs, executors or administrators, with respect to any and all Claims (as defined herein) arising out of, relating to, or in connection with the use of GE's Equipment by Contractor and Contractor personnel. Further, Contractor shall indemnify and hold harmless the Indemnitees, from and against any and all Claims arising out of, relating to, or in connection with the use of GE's Equipment by Contractor and Contractor personnel.

10.4 GE hereby disclaims all warranties, written or oral, statutory, express or implied, including any warranty of merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of GE's Equipment in any respect whatsoever.

10.5 GE shall in no event be liable for any Claim whatsoever by or through Contractor or Contractor personnel, for any inoperability or failure of GE's Equipment to perform as designed or intended, whether such Claim is based in warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages. Supplier shall ensure that Contractor Personnel shall exercise the appropriate level of care in the use, maintenance and repair of the GE's Equipment, to minimize the incidence of casualties and injuries occurring in connection therewith. Contractor shall immediately notify GE of any accident involving personal injury and/or property damage arising from the operation, transportation, possession, use, maintenance or repair of the Equipment. Contractor shall ensure

that Contractor Personnel do not remove the GE's Equipment from the site for any reason whatsoever without GE's express written consent. GE's Equipment shall be plainly marked as GE's property and shall be safely stored separate and apart from Contractor's property. Contractor shall not substitute any GE Equipment without GE's written approval. Such property, while in Contractor's custody or control, shall be held at Contractor's risk, shall be kept insured by Contractor at Contractor's expense in an amount equal to the replacement cost with loss payable to GE and shall be subject to removal at GE's written request, in which event Contractor shall prepare such GE Equipment for shipment (if required) and shall redeliver to GE in the same condition as originally received by Contractor, reasonable wear and tear excepted, all at Contractor's expense.

# EXHIBIT A

## Contractor Hazard Category

Severe (High)	Significant (Medium)	Minor (Low)
<b>Activities that may result in incidents meeting the Severe or Major criteria in the GE Incident Classification System.</b>	<b>All other activities not defined as SEVERE or MINOR.</b>	<b>Low hazard activities.</b>
SE1: Working Alone (Lone Worker)	SI1: Powered Mobile Equipment (including Fork Lift) for Material Handling	M1: Consultant Services
SE2: High Voltage Work (>1000 V)	SI2: Low Voltage Work (50 V to 1000 V)	M2: Inspection Services (without any SE or SI activities)
SE3: Asbestos	SI3: Motor Vehicle	M3: Painting (non-toxic and no elevated work)
SE4: Lead Abatement	SI4: Waste Management / Handling	M4: General Office Maintenance or Work
SE5: Ionizing Radiation	SI5: Powered Hand Tools	M5: Janitorial / Cleaning Service
SE6: Confined Space Entry	SI6: Chemicals & Hazardous Substances (including hazardous paints, cleaners etc.)	M6: Service or Testing of Instruments or other plug and cord electrical equipment (e.g. copier, computer, calibration)
SE7: Cranes & Hoists (Lifting Operations) - including rigging	SI7: Compressed Gas	M7: Security Services
SE8: Civil Works / Building Construction / Demolition	SI8: Non-Ionizing Radiation	M8: Other (please specify)
SE9: Excavation / Trenching	SI9: Offshore Work (including Offshore Crew Transport)	M9: Contract Recruitment Provider (Not Leased Workers)
SE10: Highly Hazardous Process (PSM, Seveso)	SI10: Public / Road Works	
SE11: Pressure Work	SI11: Hot Work	
SE12: Working at Heights/Elevated Work/Scaffolds (unprotected heights at or exceeding 6 feet (1.8m))	SI12: Bloodborne Pathogens	
SE13: Explosive Atmospheres	SI13: Abrasive Blasting (sandblasting, shot blasting, dry-ice blasting etc.)	
SE14: Other (please specify)	SI14: Other (Please specify)	

## EXHIBIT B

### Summary of Prequalification Requirements

Category	Severe (High)	Significant (Medium)
Frequency of Requalification	Annual Full Requalification.	Annual Review and Biannual Full Requalification.
Data Required	Contact Details, Types of Work, Incident data, Environmental data, Citations, Sub-Contractor Details.	
Documents Required	<ol style="list-style-type: none"> <li>1. Liability Insurance</li> <li>2. Copies of Business Permits / Licenses</li> <li>3. EHS Policy</li> <li>4. LOTO and / or Electrical Programs (if applicable)</li> <li>5. SRAs for each Severe Work Type</li> <li>6. Program and/or Procedures for each Severe Work Type</li> <li>7. Training Plan/Matrix - ensure each Severe Work Type is covered.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liability Insurance</li> <li>2. EHS Policy</li> <li>3. LOTO and / or Electrical Program (if applicable)</li> <li>4. Programs for each Significant Hazard work</li> <li>5. Training Plan/Matrix - ensure each Significant Work Type is covered.</li> </ol>
Training Records & Certifications Required	Training Records or certifications required by Regulation, Contract or Customer for severe hazard work.	Training Records or certifications required by Regulation for significant hazard work.
Specific EHS Site Plan or Construction Plan	Complete Construction EHS Plan. For non-construction projects or where a Construction EHS Plan is not applicable, follow the GE EHS guidance specific to the risk and work activities.	Follow the GE EHS guidance specific to the risk and work activities.
Proof of Workers' Comp Insurance	Required for region of work.	
Calibration Certificates for Monitoring / Instrumentation Inspection Certificates	For any severe hazard work.	None required.
GE Inspections / Audit of Contractor	For any Rigging and Crane/Hoist Equipment (SE7), and Working at heights powered equipment (SE12).	For any Powered Mobile Equipment (including Fork Lift) for Material Handling (SI1).
Customer / Site Requirements	Training Records or certifications required by Regulation, Contract or Customer for severe hazard work.	Training Records or certifications required by Regulation for significant hazard work.

V. 1.5 (1-29-2020)