



## **GC-P-1200 EXHIBIT B**

### **ADDITIONAL TERMS AND CONDITIONS - SITE SERVICES** **(For Use in Conjunction With Exhibit 'A' - When Services are Performed at a Job Site)**

#### **1. DEFINITIONS**

(a) "Site" means the project site at which all or a part of the Work is to be performed.

(b) "Work" all necessary labor, supervision, technical advisors, services, tools, instruments, materials, equipment, and consumables required, and to perform and do all that is necessary, whether expressly set forth or which may be reasonably implied, in the Scope of Work specified in Exhibit 'E' to this Agreement, in order for the Work to be complete and safely used or operated.

#### **2. INTENT**

It is understood and agreed by the parties hereto that the intent of this Agreement is to relieve Mitsubishi Power Americas of the necessity of engaging or supplying any labor, service or material to complete the Work unless the labor, service or material is itemized in this Agreement as being furnished by Mitsubishi Power Americas. Details which are not indicated by the drawings and specifications shall be performed by Contractor as part of the Work hereunder at no extra cost if such details are necessary to complete the Work pursuant to this Agreement.

#### **3. SPECIFICATIONS AND DRAWINGS**

Contractor shall keep on the Site copies of the drawings and specifications in Contractor's possession and shall at all times give Mitsubishi Power Americas access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. Contractor shall not avail himself of any error, omission or inconsistency which may appear in the specification or in the drawings and, before proceeding with the Work, Contractor shall call Mitsubishi Power Americas attention to the same. In no case shall Contractor proceed prior to receiving Mitsubishi Power Americas determination. The decision of Mitsubishi Power Americas shall govern the rights and obligations of the parties. In the event that Contractor does not agree with Mitsubishi Power Americas determination, Contractor shall nevertheless proceed diligently with the Work in conformity with Mitsubishi Power Americas determination pending settlement of any dispute that may arise as a result of Mitsubishi Power Americas decision.

Any drawings, specifications, contract proposals or other descriptive matter furnished by Mitsubishi Power Americas to Contractor for the performance of the Work shall remain the property of Mitsubishi Power Americas and are loaned to Contractor solely for the purpose of this Agreement. Mitsubishi Power Americas may require their return and, if so, Contractor shall return them and all copies thereof promptly. Contractor agrees not to disclose information contained in these documents to persons not having an interest in this Agreement and further agrees not to use this information contained herein for any purpose other than the performance of the Work under this Agreement.

#### **4. SAFETY RULES AND REGULATIONS**

Contractor shall also comply with, and all Work shall conform to applicable insurance company requirements and Mitsubishi Power Americas safety, health and fire protection requirements.

**5. DRUG TESTING AND BACKGROUND INVESTIGATIONS**

If requested by Mitsubishi Power Americas and to the maximum extent permitted under Applicable Laws, Contractor shall conduct and/or maintain, at its own cost and expense, a drug screening program in accordance with Mitsubishi Power Americas requirements for their employees and subcontractors' employees expected to perform Work or actually perform Work under this Agreement.

Background checks shall be performed and provided to Mitsubishi Power Americas for all potential job candidates and shall include, at a minimum, a criminal background check. Mitsubishi Power Americas is authorized to conduct and may, in its sole discretion conduct, a screening against the restricted party lists of denied and or prohibited persons issued by governmental agencies.

Contractor will abide by all Site rules and all applicable Health and Safety Rules and Regulations, etc. that may be required by the Owner, Mitsubishi Power Americas and/or Mitsubishi Power Americas Customer and/or Law.

**6. SUPERVISION**

Contractor shall keep on the Site, during the progress of the Work; a competent superintendent who shall represent Contractor at all times and shall have the authority to act for it. All instructions, directions, notices, and writings given to the superintendent shall be as binding as if given to Contractor.

**7. TOOLS AND EQUIPMENT TO BE FURNISHED BY CONTRACTOR**

Contractor shall furnish at its sole cost and expense all tools, instruments, equipment, material, consumables, labor, supervision, technical advisors, and services necessary to satisfactorily complete the Work. All tools, equipment and material furnished by Contractor shall be of the best quality and in perfect working order. Contractor shall be responsible for and shall safeguard its tools, equipment and material against damage or loss.

**8. OPERATIONS OF THE CONTRACTOR**

All operations of Contractor on the Site shall be confined to areas authorized or approved by Mitsubishi Power Americas. No unwarranted entry upon, passage through, or storage or disposal of material shall be made upon the Site. Contractor shall be liable for any and all damage caused by it to the Site. Contractor agrees and confirms that Contractor is aware of all safety and facility safety and Site rules and confirms receipt of such rules and furthermore agrees to comply with all facility and project Site rules.

**9. CLEANING UP**

Contractor shall at all times keep the Site, including storage areas used by it, free from accumulations of waste material, rubbish and/or debris and prior to completion of Work remove any waste, rubbish and/or debris from and about such premises and all tools, scaffolding, equipment and materials not the property of Mitsubishi Power Americas or its customer. Upon completion of the Work, Contractor shall leave the Work and the Site in a condition satisfactory to Mitsubishi Power Americas.

**10. TOOLS AND EQUIPMENT FURNISHED BY MITSUBISHI POWER AMERICAS**



In the event Mitsubishi Power Americas lends, rents or otherwise furnishes any tools or equipment to Contractor, Contractor shall use the same at Contractor's own risk, and Contractor shall be responsible for all injury or damage resulting from the use of said tools or equipment and Contractor shall defend, indemnify and save harmless Mitsubishi Power Americas from all claims, suits loss or damage arising out of, in connection with or resulting from the use of said tools and equipment by Contractor or its subcontractors. It is understood that any tools or equipment furnished by Mitsubishi Power Americas are furnished for the convenience of Contractor, and no warranties, whether express or implied, are made regarding such tools or equipment, including but not limited to any IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR UTILITY OF ANY SUCH TOOLS OR EQUIPMENT.

**11. POSSESSION PRIOR TO COMPLETION**

Mitsubishi Power Americas shall have the right to take possession of or use any completed or partially completed portion of the Work. Such possession or use shall not be deemed an acceptance of any Work, nor relieve Contractor of full responsibility for any incomplete, defective or non conforming Work.

**12. INSPECTION**

The Work shall be subject to inspection at all times by Mitsubishi Power Americas or its representatives for the purpose of determining that the Work is being properly executed in accordance with the Contract. Failure to detect defects, deficiencies or nonconformities in the Work during any inspection shall not constitute acceptance of

**13. INVESTIGATION**

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, handling and storage of materials, availability of labor, water, power, roads, weather conditions, soil and subsurface conditions and similar physical conditions at the Site and all other matters upon which information is reasonably obtainable and which can in any way affect the Work or the cost thereof. Any failure by Contractor to acquaint itself with all available information concerning these conditions will not relieve it from responsibility for estimating properly the cost of performing the Work.

**14. DEMURRAGE & FREIGHT CLAIMS**

Contractor shall be liable for all demurrage charges unless the delay in unloading is ordered in writing by Mitsubishi Power Americas.

**15. DAMAGE TO EXISTING STRUCTURES, WORK OR UTILITIES**

Any damage whether on or off the Site to any existing structures or Work of any kind, or the interruption of utility services, caused by Contractor shall be repaired or restored promptly at the sole cost and expense of Contractor. Contractor shall not cut, alter, drill or connect to steel work, floors, walls, ceilings, roofs, etc., unless authority to do so is given by the drawings and specifications or by Mitsubishi Power Americas in writing.

**16. PROTECTION OF WORK**



Contractor shall at all times take care to protect and preserve the Work and Contractor shall comply with all reasonable requests of Mitsubishi Power Americas to enclose or specify protect the Work. If Mitsubishi Power Americas determines that the Work is not adequately protected after such a request, then Mitsubishi Power Americas may take steps as it deems necessary to protect the Work and the cost thereof will be charged to Contractor or deducted from any payments due it.

**17. Mitsubishi Power Americas'S SUPERINTENDENT**

Mitsubishi Power Americas shall have the right and option to be represented at the Site by a field representative and the Work will be performed to Mitsubishi Power Americas satisfaction.

**18. FACILITIES**

Contractor shall provide adequate storage or cover for the material as required and Contractor shall furnish tool sheds, elevators, field office, change facility, sanitary facilities, power, water, scaffolding, compressed air, acetylene, oxygen, welding rods, gasoline, and all other facilities necessary to complete the Work unless otherwise specified herein, or as made available by Mitsubishi Power Americas on Site.

**19. HAZARDOUS WASTE/ENVIRONMENTAL CONTAMINATION.**

19.1 Contractor acknowledges that the performance of Work at the job site may involve the generation of "hazardous waste" as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the job site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended (such generated hazardous waste hereinafter referred to as "Hazardous Waste"). Contractor shall use its best efforts to avoid and minimize generation of Hazardous Substances. "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, environmental pollution, waste and material as defined by applicable law, and for purposes of this Agreement includes Hazardous Waste.

19.1.1 Contractor shall provide Mitsubishi Power Americas, advance Notice, of the use of any Hazardous Substance at the Job Site by providing Mitsubishi Power Americas a list of such Hazardous Substances and their current Material Safety Data Sheets (MSDS). Contractor, at all times, shall:

- (a) properly handle, use and dispose of all Hazardous Substances brought onto the Job Site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (b) be responsible for any and all spills, releases, discharges, or leaks caused by Contractor, of Hazardous Substances or materials which Contractor has brought onto the job site; and
- (c) promptly cause such spills, releases, discharges, or leaks caused by Contractor to be cleaned up and remediated by properly licensed and certified qualified personnel, without cost or liability to the Mitsubishi Power Americas, in compliance with all applicable federal, state, or local statutes, rules or ordinances.

19.1.2 Contractor shall strictly comply with all applicable environmental laws and regulations and good industry practice in handling Hazardous Substances. Contractor shall, at its sole cost and expense, be responsible for removing and properly disposing



of unused chemicals, Hazardous Wastes, and all Hazardous Substances from the Job Site in connection with Contractor's activities. Contractor shall, at its sole cost and expense, dispose of any Hazardous Substances generated from materials or equipment brought to the site by Contractor during the performance of Work. Contractor shall be liable for any and all costs, expenses, damages, losses, liabilities, claims, and causes of action of any kind or nature arising out of, in connection with or resulting from a spill, release, discharge, or leak of any Hazardous Substance, caused in whole or in part by the acts or omissions of the Contractor or its subcontractor.

- 19.1.3 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Promptly, upon discovery, regardless of quantity, Contractor shall telephonically report all releases to the Mitsubishi Power Americas. A written follow-up report shall be submitted to Mitsubishi Power Americas within forty (48) hours of the telephonic report. Such written report shall contain, as a minimum:
- (a) Description of items released (identity, quantity, manifest number, and all other documentation required by law.)
  - (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
  - (c) Exact time and location of release, including a description of the area involved.
  - (d) Containment procedures initiated.
  - (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Mitsubishi Power Americas.
  - (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
  - (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

19.1.4 Environmental Clean-Up.

- (a) Unless environmental pollution is specifically a part of this Agreement, or was caused by the Contractor, Contractor shall immediately provide Mitsubishi Power Americas with Notice in writing of any Hazardous Substance(s) which Contractor discovers or encounters during performance required by this Agreement. In addition to notifying Mitsubishi Power Americas of any Hazardous Substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Job Site where a Hazardous Substance(s) has been discovered or encountered if continued work in such area would present a bona fide risk or danger to the health or well being of Contractor's or any Subcontractor's work force or any third party;
- (b) Upon being notified by Contractor of the presence of Hazardous Substance(s) on the Job Site, Mitsubishi Power Americas shall arrange for the proper disposition of such Hazardous Substance(s);



- (c) In the event any removal, abatement or demolition of asbestos on Mitsubishi Power Americas property is required under this Agreement, the Contractor shall use a certified work force;
- (d) If, during the course of performing the obligations of this Agreement, Contractor becomes aware of any Hazardous Substance on or under the Job Site, whether or not generated, or transported to the Job Site, by Contractor, Contractor shall report such condition to Mitsubishi Power Americas in writing promptly and before disturbing (or further disturbing) the Hazardous Substance. Except for stabilizing the situation at the Job Site, the work in the affected areas shall resume only by written direction of Mitsubishi Power Americas, provided such continuation shall not violate any applicable Laws or Government Approvals;
- (e) To the fullest extent permitted by the law, and under this Agreement, Contractor releases Mitsubishi Power Americas and shall defend, indemnify and hold harmless Mitsubishi Power Americas, Mitsubishi Power Americas customer, and their respective sureties, officers, agents, employees and representatives from and against any and all damages, losses, liabilities, obligations, fines, penalties, claims, judgments, suits, actions, proceedings, costs and/or expenses (including, without limitation, attorneys' and consultants' fees) of any kind or nature that may at any time be imposed upon, incurred by or asserted against the Mitsubishi Power Americas, Mitsubishi Power Americas customer, and their respective sureties, officers, agents, employees and representatives arising out of, in connection with or resulting from any Hazardous Substance generated, transported to, from or released on the job site by Contractor, Contractor's subcontractors, or any person for whom Contractor is responsible, or their respective employees, agents or representatives. At its own cost and expense and without liability to Mitsubishi Power Americas or its customer, Contractor shall perform all necessary investigation, cleanup, removal, remediation and disposition services with respect to Hazardous Substance for which it is liable hereunder in compliance with all applicable Laws, rules and regulations and Government Approvals after consultation with Mitsubishi Power Americas.

19.2 Mitsubishi Power Americas Provided Information. Contractor understands that as background information and as an accommodation to Contractor, Mitsubishi Power Americas may provide or may have provided Contractor copies of certain studies, reports or other information; Contractor further understands Mitsubishi Power Americas makes no representations or warranties with respect to the accuracy of such documents or the information or opinions therein contained or expressed.





FINAL RELEASE FORM

For and in consideration of the sum of One Dollar, and other good and valuable consideration paid by Mitsubishi Power Americas, Inc., and \_\_\_\_\_ ("Contractor"), does for itself, its successors and assignees, hereby release, relinquish and discharge Mitsubishi Power Americas, and its customer, and their respective officers and agents from any and all claims, demands, causes of action, losses, damages, liabilities, costs and/or expenses of whatever kind or nature arising out of, in connection with, or resulting from the Agreement between Mitsubishi Power Americas and Contractor dated \_\_\_\_\_ 20\_\_ ("Agreement"). Capitalized terms in this Final Release Form shall have the meanings assigned in the Agreement.

Contractor covenants and warrants that the premises on or for which the Work was performed, services were rendered and materials were furnished are free from all liens and claims chargeable to the premises by reason of Work performed, services rendered and materials furnished by Contractor and by any subcontractor, material man, employee and agent of any tier working for or under Contractor. Contractor further covenants and warrants that all payroll taxes, social security taxes and other payroll contributions, withholding taxes, Taxes (including, but not limited to sales, use, excise, property, gross receipts, gross income, value added, and other taxes, duties, imposts, fees, charges, contributions and assessments of whatever kind or nature arising out of, in connection with, or as a result of this Agreement or the Work furnished under the Agreement), workman's compensation taxes and insurance premiums which have accrued in connection with the Agreement have been fully paid and discharged. Contractor agrees to defend, indemnify and hold harmless Mitsubishi Power Americas and its customer from and against any and all claims, demands, causes of action, liability, liens, Taxes, penalties, interest, fines, losses, damages, costs and/or expenses of whatever kind or nature (including but not limited to reasonable attorneys' fee) arising out of, in connection with, or resulting from this Agreement or the Work.

\_\_\_\_\_ (Contractor)

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the subscriber, personally appeared \_\_\_\_\_, to me personally known, or known to me to be the same person who executed the within instrument, and duly acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

SOP-OPS-143-RQ006 Rev. 0 GC-P-1200 Exhibit B – Site Services

Company Confidential and Proprietary

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