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November 30, 2017

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Petition of PPL Electric Utilities Corporation for Approval of its Second Long-Term
Infrastructure Improvement Plan
Docket No. P-2017-2622393**

Dear Secretary Chiavetta:

Enclosed please find the Responses of PPL Electric Utilities Corporation to the Bureau of Technical Utility Services Data Request for filing in the above-referenced proceeding.

Respectfully submitted,


Christopher T. Wright

CTW/jl
Enclosures

cc: David Washko, TUS (*Via E-mail*)

Petition of PPL Electric Utilities Corporation for Approval of its Long-Term Infrastructure Improvement Plan for the Period January 1, 2018 through December 31, 2022 - Docket No. P-2017-2622393

Response to Technical Utility Staff Data Requests
(Response Dated 11/30/17)

1. **Reference the PPL Petition, page 8, paragraphs 29 and 30.**
 - a. **Explain in detail how PPL Electric defines cost-effectiveness and how these processes work in relation to cost-effectiveness savings. Assuming PPL calculates potential savings in SAIFI and SAIDI, for each potential LTIP project, is there a threshold savings amount that must be reached? If so, what are those thresholds?**
 - b. **Provide a Table in Excel format of the projected SAIFI and SAIDI savings for each of the LTIP project categories.**

Response:

- a. Each year, PPL Electric performs a “program effectiveness” review. This annual review evaluates the purpose of the program, scope of work, asset health, and historical and current reliability performance. The annual review enables PPL Electric to identify potential areas of improvement and data gaps, and results in recommendations from a process and/or budgetary perspective.

The annual “program effectiveness” review enables PPL Electric to ensure it is realizing the anticipated reliability performance across the portfolio and to continually analyze and optimize the Company’s investment strategy. PPL Electric quantifies the performance and investment in a \$/CMI (customer minutes interrupted) or \$/SAIDI (System Average Interruption Duration Index) minute saved manner. PPL Electric considers that, on average, any investment less than or equal to approximately \$3M/SAIDI minute saved as a good investment. This threshold is used as a general guideline, but other business metrics are also used to prioritize the portfolio, including but not limited to, public and employee safety risk, customer satisfaction, cost impact, etc.
- b. In the attached excel file, “PUC Data Request 1(b) – Project Category Reliability Savings”, each LTIP project category is outlined with the expected \$/SAIDI minute saved threshold as noted above.

Project Category	\$/SAIDI min (\$M)
Distribution Pole Replacements	\$ 1.60
C-Truss Distribution Poles	\$ 0.30
Fiber Wrap Distribution Poles	\$ 0.80
Line Cutouts	\$ 2.36
Volt Var Optimization	N/A
New Hydraulic Reclosers	\$ 0.20
Distribution Animal Guarding	\$ 2.50
Distribution Failed Equipment	\$ 7.00
Replace Failed Underground Cable	N/A
Replace Failed 12kV Underground Getaway Cables	N/A
Replace Deteriorated/Failed Low Tension Network Equipment and Structures	N/A
Underground Cable Replacement and Life Extension	\$ 1.10
Low Tension Network Primary Cable, Equipment and Structures	N/A
LTN Automation	N/A
Underground Getaway Cable Replacements and Life Extension	\$ 2.70
Copper Weld Copper Replacement	\$ 74.10
Customers Experiencing Multiple Interruptions	\$ 7.50
Distribution Reliability Preservation	\$ 2.80
Reliability Preservation Emergent	\$ 2.80
Distribution Automation Deployment	N/A
System Reliability Improvement Projects ISR Projects	\$ 2.84
Unreimbursed Highway Relocations	N/A
Distribution Substation Circuit Breakers	\$ 1.60
Substation 69/12kV Transformer Replacement	\$ 1.40
Protection and Control	\$ 3.00
Cross-Yard 12kV Underground Ties	\$ 2.50
Replace Deteriorated/Failed Area Supply Substation Equipment	N/A
Repair Failed 138/69/12kV Transformers	N/A
Distribution Substation DC Equipment	\$ 0.90
Miscellaneous Substation Equipment	\$ 1.20
Substation Animal Guarding	\$ 1.20

Petition of PPL Electric Utilities Corporation for Approval of its Long-Term Infrastructure Improvement Plan for the Period January 1, 2018 through December 31, 2022 - Docket No. P-2017-2622393

Response to Technical Utility Staff Data Requests
(Response Dated 11/30/17)

2. Reference the PPL LTIP, Attachment 1, pages 14 & 15

Is there a pre-screening process for contract bidders? For example, through a contractor of choice program, or are bids open to any contractor?

- a. Are the review meetings for all prospective bidders to the RFP, or those selected for award?**
- b. How much of the LTIP work will be contracted out, and how much of the LTIP work will be performed by PPL employees? Does PPL employ a threshold expenditure amount to determine the work that is contracted out?**
- c. Provide a sample RFP and contractor agreement/contract.**

Response:

Contract bidders on construction projects undergo a safety and insurance review by an independent third party (First Verify). After the new contractor is reviewed by First Verify and before construction work can begin, the contractor must complete orientation by PPL Electric personnel for safety and other PPL Electric practices. In order to hold permits/tags, the contractor will need to be trained by PPL Electric in electrical permit and tagging, called PTAG; otherwise, the contractors may work on PPL Electric equipment but not hold permits/tags and would be directed by a qualified permit holder. Once the contractor has been PTAG trained, they may hold permits and tags under their own name. In order to ensure quality and safety, contractors also have their own training and drug testing programs. The new contract will also need to be entered into PPL Electric's procurement system as a vendor and a contract is put in place. Contractors may initially be awarded smaller jobs to ensure they can perform.

Most work is competitively awarded from a field of 3 or more qualified contractors on construction contract above \$15,000 (materials purchases >\$5,000). The qualified contractors have completed the initial pre-screening process with First Verify, completed any required training and have demonstrated their abilities to complete the work to be performed.

PPL Electric also has Contractor of Choice (COC) contracts for small distribution work performed on a unit or time and materials basis. These COC contracts are competitively bid out. Once awarded the COC contract, the contractors are given Work Orders to perform short duration work. Small distribution construction contracts are generally

awarded from one of the six regional offices. Above \$50,000, the procurement process involves one of PPL Electric's Category Managers.

- a. For the larger and more complex projects, all qualified bidders for the project are invited to review the technical and administrative components of the work in a pre-bid meeting and invited to a walk-down of the project area. Bidders can then decide whether they will provide a proposal or not. Bidders are also invited to ask questions during the RFP process for additional administrative and technical clarifications. After award, a pre-construction meeting is typically held at the site with the awarded bidder.
- b. In reviewing the projected resource strategy, approximately 65% of the work will be considered for contractors. However, as the work plan is more defined within the 12-month long-range plan through the T5 work schedule window, the resource strategy will be re-evaluated for assignment of jobs based on internal resource availability.

While the expenditure amount is a factor considered when determining whether the LTIP work will be contracted out, the nature of the job, resource availability and other factors are also considered to determine the resource.

- c. PPL Electric has provided a generic Master Services Agreement (MSA) for construction (see attached "**PUC Data Request 2(c) – Master Services Agreement (Construction)**"). Most of the contracted distribution projects involve a MSA. In addition, attached as "**PUC Data Request Attachment 2(c) – General Instructions to Bidders**" is a template of general instructions to bidders, which is the base for many of the bids.

(Version 1.0)

MASTER SERVICES AGREEMENT

DATED

[•]

BY AND BETWEEN

PPL ELECTRIC UTILITIES CORPORATION

AND

[Insert name of Counterparty]

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¹ See footnote to Section 2(p).

MASTER SERVICES AGREEMENT

This Master Services Agreement is made as of [], 20[] (the “**Effective Date**”) by and between _____, with its principal place of business located at [insert address] (“**Contractor**”), and PPL Electric Utilities Corporation with its principal place of business located at Two North Ninth Street, Allentown, PA 18101 (“**Company**”). Contractor and Company are sometimes hereinafter referred to individually as a “**Party**” and together as the “**Parties**.”

RECITALS:

WHEREAS, Company desires to engage Contractor to provide, and Contractor is willing and able to provide, from time to time, certain Work (as defined below) pursuant to Individual Releases and Authorizations issued from time to time by Company hereunder;

WHEREAS, Contractor desires to perform such Work for the respective Contract Price (as defined below) and in accordance with the terms and conditions set forth in this Contract (as defined below); and

WHEREAS, Contractor has the experience, skill, resources and capabilities to perform the Work, and Contractor has agreed with Company to perform the Work under each of the Individual Releases and Authorizations in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS. The following definitions have the following meanings for the purposes of this Contract:

“**Accrual**” has the meaning set forth in Exhibit I.

“**Additional Milestone**” means each Milestone, if any (excluding Final Acceptance and Substantial Completion, in each case to the extent applicable), for the applicable Work referred to in the applicable Contract Schedule in the Individual Release or Authorization for such Work.

“**Additional Milestone Completion**” means Contractor’s fulfillment to Company’s satisfaction of all of the conditions set forth in the applicable Individual Release or Authorization to achievement of any Additional Milestone for the Work, if applicable.

“**Adjacent Property Owners**” has the meaning set forth in Section 2(e).

“**Affected Party**” has the meaning set forth in Section 30(d).

“**Affiliate**” means, for each Party, an entity controlled by, controlling, or under common control with such Party.

“**Aggregated Contract Price**” means the aggregate amount of all Contract Prices.

“**Applicable Laws**” means all foreign, federal, state and local laws, constitutions, acts, statutes, rules, regulations, requirements, directives, policies, guidance, guidelines, decisions, determinations, treaties, ordinances, judgments, codes, decrees, proclamations, injunctions and orders of any Governmental Authority, and all codes (whether codifying laws or standards), in each case applicable to the Site, the Work, places where the Work is being or to be performed, a Project or the Parties or their respective contractors or agents or the Subcontractors.

“**Applicable Permits**” means all valid waivers, exemptions, variances, franchises, permissions, concessions, permits, approvals, consents, authorizations, registrations, grants, acknowledgments, agreements, licenses or similar orders of, or from, any Governmental Authority having jurisdiction over the matter in question, required to be obtained or maintained in connection with the planning, undertaking or performance of the Work, or a Project or a Site, as may be in effect from time to time.

“**Artifacts**” means the presence or discovery of archeological artifacts, or religious, historical or archeological resources above or below the surface of the Site.

"Asset Commissioning" means testing and commissioning the Project in accordance with Company's Acceptance of Facilities process.

"Authorization" means any authorization of Work issued pursuant to Section 3 of any General Release.

"Bankrupt" means, with respect to any Party, that such Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"Beneficiary" has the meaning set forth in Exhibit G.

"BMPs" has the meaning set forth in Exhibit N.

"Business Day" means a day other than a Saturday, Sunday or Company-recognized holiday.

"CFATS" has the meaning set forth in Section 12.

"Change" has the meaning set forth in Section 36(a).

"Change Order" means a written order to Contractor in the form set forth in Exhibit K issued by Company after the Effective Date pursuant to the provisions of this Contract authorizing and specifying a change to one or more Project Parameters.

["CIP" has the meaning set forth in Exhibit T.]

"Claims" means claims, demands, suits, allegations, or causes of action, whether at law or in equity, and whether based on statute, regulation, rule, ordinance, code, standard or common law or on theories of contract, tort, strict liability or otherwise (even if such claims may be later proven false, fraudulent, or groundless regardless of whether a lawsuit has been filed). For the avoidance of doubt, Claims includes, but is not limited to, investigations conducted by any Governmental Authority.

"Clean Fill Policy" has the meaning set forth in Exhibit N.

"COI" has the meaning set forth in Section 12.

"Company" has the meaning set forth in the preamble hereto.

"Company-Caused Delay" means (x) any act or omission of Company that constitutes a material breach of this Contract by Company, or (y) any material failure by Company to perform or material delay by Company in performing Company Services or providing Company Provided Materials, that in each case materially and adversely affect Contractor's ability to achieve the Guaranteed Completion Dates, other than as a result of acts or omissions of any Contractor Party, or, and which in each case, materially and adversely affect Contractor's actual cost (which costs shall be adequately documented and supported and certified by an officer of Contractor) of performance of the Work and then only, with respect to such Company Caused Delay, to the extent allowed under Section 36.

"Company Change Request" has the meaning set forth in Section 36(b).

"Company Contractors" means all vendors, suppliers, contractors, material-persons, consultants, and subcontractors of any tier, other than Contractor and Subcontractors, providing Materials or services directly or indirectly to Company in connection with the Work.

"Company Indemnitees" means Company and its Affiliates and their respective directors, officers, agents and employees.

"Company Parties" means Company, its Affiliates and all Company Contractors, and their respective directors, officers, agents and employees.

"Company Permits" means all Applicable Permits that are required by Applicable Laws to be taken in Company's name or are designated in Exhibit J as Company Permits.

"Company Provided Documents" has the meaning set forth in Section 46.

"Company Provided Materials" means all Materials provided by Company or any Company Contractor as set forth in the Scope of Work.

"Company Services" means all services to be performed by Company or any Company Contractors as set forth in the Scope of Work.

"Company's Representative" has the meaning set forth in Section 34.

"Confidential CIP Asset Information" has the meaning set forth in Exhibit T.]

"Confidential Information" has the meaning set forth in Section 10(a).

"Contract" means the terms and conditions of this agreement, the Exhibits hereto, any and all Releases and Authorizations, all written amendments, modifications and supplements to this agreement or any of the Exhibits hereto and any and all Change Orders.

"Contract Price" means the applicable aggregate amount of compensation in United States dollars as set forth in the respective Individual Releases, as may be adjusted by Change Order pursuant to the terms of this Contract, payable by Company to Contractor for the performance of all of such Work.

"Contract Schedule" means the schedule for performance of the Work set forth in the applicable Individual Release or Authorization and developed in accordance with Exhibit E hereto, as may be adjusted by Change Order pursuant to the terms of this Contract.

"Contractor" has the meaning set forth in the preamble hereto.

"Contractor Change Event" has the meaning set forth in Section 36(c).

"Contractor Change Request" has the meaning set forth in Section 36(c).

"Contractor Credit Trigger Event" has the meaning set forth in Section 27(b).

"Contractor Deliverables" means all Work, Materials, Project Documents and other documents, data and tangible materials supplied or created by Contractor as part of the Work under this Contract.

"Contractor Event of Default" means any or all of the following: (i) a breach of this Contract by Contractor (other than those specified in the following subparts) that is not cured within ten (10) days of receipt by Contractor of notice of such breach, (ii) Contractor becomes Bankrupt, (iii) except as otherwise expressly permitted under this Contract, Contractor assigns or transfers (or purports to assign or transfer) this Contract (or any right or obligation hereunder) without Company's prior written consent, (iv) any Required Credit Support is not posted or maintained in full force and effect in accordance with this Contract, (v) Contractor fails to perform the Work as required hereunder in a timely, diligent, efficient, workmanlike, skillful and safe manner and otherwise in accordance with this Contract and does not remedy such failure within ten (10) days after Contractor's receipt of notice thereof; (vi) Contractor fails to procure or maintain any insurance required under this Contract, (vii) Contractor fails to comply with Contractor's H&S Plan, the Safety Requirements or any of the other safety or health provisions set forth in this Contract; (viii) Contractor fails to achieve any Milestone by the date that is ten (10) days following its Guaranteed Completion Date; and/or (ix) Contractor incurs liability for Late Completion Payments and/or Late Document Delivery Payments which in the aggregate exceed Contractor's maximum liability for such payments.

"Contractor Independent IP" has the meaning set forth in Section 9(a).

"Contractor Parties" means Contractor, its Affiliates and Subcontractors, and their respective directors, officers, agents and employees.

"Contractor Party Employees" has the meaning set forth in Section 11(a)(iii).

"Contractor Permits" means all Applicable Permits other than Company Permits, including but not limited to those set forth on Exhibit J or identified as a **"Contractor Permit"** in any Individual Release.

"Contractor Release and Waiver" has the meaning set forth in Section 24.

"Contractor's Equipment" means all property, equipment, machinery, tools, supplies and materials of Contractor and/or its Subcontractors, including any property, equipment, machinery, tools, supplies and materials for which Contractor or any Subcontractor is responsible or in Contractor's or any Subcontractor's care, custody and control for the purposes of performance of the Work, whether owned, leased, rented or borrowed (excluding Materials intended to form, or forming, part of the Project) and temporary construction or civil works not intended to form part of the Project.

"Contractor's Estimated Budget" means, with respect to any Work that has been or is contemplated to be compensated on a time and materials basis, Contractor's good faith estimate of the total cost to perform all of such Work, which estimate shall be in a form and level of detail reasonably acceptable to Company.

"Contractor's H&S Plan" means a written health, safety and accident prevention plan specifically applicable to the Work, which plan complies with Good Industry Practices, all Applicable Laws and all Applicable Permits and includes a Risk Assessment and the number of safety representatives (indicating whether full-time or part-time) that will be available during the performance of the Work, which plan shall be prepared in accordance with Exhibits D.1 and D.2.

"Contractor's QA/QC Plan" has the meaning set forth in Section 2(o).

"Cost of Completion" has the meaning set forth in Section 7(b).

"Credit Rating" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) assigned by S&P, Moody's or if such entity does not have a rating for its senior unsecured long-term debt obligations, then the "Credit Rating" will be the entity's issuer rating assigned by S&P, Moody's, or any other rating agency agreed by Company, notched down one (1) rating grade, e.g., if an entity's issuer credit rating is BBB-/Baa3, its Credit Rating will be BB+/Ba1. If the rating agencies have assigned different ratings, then the entity's Credit Rating will be the lowest such rating.

"CSA" or **"CSafety"** has the meaning set forth in Exhibit D.1.

"Damages" means: (a) for purposes of Section 11(a) only, any and all losses, costs, damages, injuries, liabilities, penalties and interest, including legal fees and expenses, suffered or incurred by any Company Indemnitee as a result of any Claim; and (b) for all other purposes, with respect to any Party, any and all losses, costs, damages, injuries, liabilities, penalties and interest, including legal fees and expenses, suffered or incurred by such Party.

"Defect" has the meaning set forth in Section 8(a).

"Deficiency Notice" has the meaning set forth in Exhibit T.]

"Delay Liquidated Damages" has the meaning set forth in Section 41.

"Demobilization" means (a) removal of all Contractor's Equipment from the Site, (b) disassembly and removal of all temporary structures erected by any Contractor Party on the Site, (c) removal and proper disposal of all waste, trash, debris and, to the extent required by this Contract, Hazardous Materials from and around the Site, (d) restoration of the Site to a neat, clean and usable condition consistent with all landowner contracts, Real Estate Rights, Applicable Permits and Applicable Laws, (e) removal of all Contractor Party personnel from the Site, and (f) preservation, protection and securing of the Project (including completed Work, Work in progress (if applicable) and Company Provided Materials at the Site), in each case in accordance with all Applicable Laws, all Real Estate Rights and all Applicable Permits. The term "Demobilize" shall be construed accordingly. Demobilization shall not include any cost or effort with respect to idle personnel, equipment, tools or facilities or redeployment of personnel, equipment, tools or facilities.

"DHS" has the meaning set forth in Section 12.

"Disclosing Party" has the meaning set forth in Section 10(a).

"DOT" has the meaning set forth in Exhibit N.

"Downgrade Event" means, with respect to Parent or Contractor, as applicable, the Credit Rating of such entity has been downgraded by Moody's or S&P or such entity shall cease to have a Credit Rating from Moody's or S&P.

"Effective Date" has the meaning set forth in the preamble hereto.

"Energy Control Process" means the process for safety and protection from energy sources for people working on system equipment.

"Environmental Management Plan" has the meaning set forth in Section 39(a).

"Environmental Release" means spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping, exacerbating, aggravating, abandoning, or disposing into or migrating within the environment.

"Environmental Requirements" has the meaning set forth in Section 39(b).

"EPCRA" has the meaning set forth in Exhibit N.

"Exchange Act" has the meaning set forth in Exhibit G.

"Extended Warranty Period" has the meaning set forth in Section 8(a).

"Final Acceptance" has the meaning set forth in Section 33.

"Final Acceptance Certificate" means a certificate in the form of Exhibit M.2.

"Force Majeure Event" has the meaning set forth in Section 30(a).

"FR" has the meaning set forth in Exhibit D.1.

"GEP" has the meaning set forth in Exhibit I.

"General Release" shall mean the applicable General Release executed as of or following the Effective Date by the Company and Contractor in substantially the form attached hereto as Exhibit A.

"General Terms and Conditions" means the terms and conditions comprising this Contract, consisting of Sections 1 to 48 inclusive, as amended from time to time in accordance herewith.

"Good Industry Practices" means in accordance with the practices, methods, procedures and professional standards used by, and the degree of skill, diligence, prudence, foresight and judgment that would reasonably be expected to be observed by, first class engineering or construction firms, as applicable, conducting work similar to the Work for similarly situated counterparties in the PJM region taking into account, as appropriate, the recommendations and requirements of vendors of Materials, and including the use of, and adherence to, practices and methods, applicable industry codes, standards and regulations, that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would be reasonably expected to accomplish the desired results in respect of the Work, while safeguarding the environment, the Site, the Project and persons and entities from damage, loss or injury, each in a manner consistent with Applicable Laws and Applicable Permits.

"Government Land" has the meaning set forth in Exhibit N.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether interstate, state, provincial, municipal or local, and any agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any independent organization or independent operator of the electric transmission grid in a defined geographic region.

"Guaranteed Additional Milestone Completion Date" means each date identified as such for the Work in the applicable Individual Release or Authorization, if any.

"GPs" has the meaning set forth in Exhibit N.

"Guarantee" has the meaning set forth in Exhibit G.

"Guaranteed Completion Date" means the Guaranteed Additional Milestone Completion Date, the Guaranteed Substantial Completion Date, or the Guaranteed Final Acceptance Date, in each case to the extent applicable.

"Guaranteed Final Acceptance Date" means the date identified as such for the Work in the applicable Individual Release or Authorization, if any.

"Guaranteed Substantial Completion Date" means the date identified as such for the Work in the applicable Individual Release or Authorization, if any.

"Guarantor" has the meaning set forth in Exhibit G.

"Hazardous Materials" means any substance that under any Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to any Applicable Law, or (iii) any other chemical, material, substance or waste, exposure to which, or whose use, transport, storage, handling, or disposal, is now or hereafter prohibited, limited or regulated by any Governmental Authority, or which may be the subject of liability for Damages or remediation.

"Individual Release" shall mean the applicable Individual Release executed as of or following the Effective Date by the Company and Contractor in substantially the form attached hereto as Exhibit B.

"Intellectual Property" means all (a) recognized protectable intellectual property existing from time to time under any laws or regulations, including patents, copyrights, copyrightable works, applications for any of the foregoing, software, firmware, trade secrets, mask works, industrial design rights, rights of priority, know how, design flows, methodologies and any and all intangible protectable proprietary information that is legally recognized and (b) algorithms, designs, drawings, formulae, know-how, ideas, concepts, inventions, plans, processes, software, techniques, tools, hardware, works of authorship, and other technology, whether or not protectable by any form of intellectual property rights.

"Key Personnel" has the meaning set forth in Section 5(c).

"KPIs" has the meaning set forth in Section 3(c).

"Labor Contracts" has the meaning set forth in Section 2(j).

"Late Completion Payment" has the meaning set forth in Section 41.

"Late Document Delivery Payment" has the meaning set forth in Section 41.

"LCCD" has the meaning set forth in Exhibit N.

"Liability Limitation" has the meaning set forth in Section 16(b).

"Liens" means any and all liens, claims, pledges, mortgages, security interests, rights of retention, charges and/or other encumbrances.

"Limited Notice to Proceed" has the meaning set forth in Section 2(g).

"Losses" means any and all losses, liabilities, fines, penalties, obligations, assessments, awards, deficiencies, costs and expenses whatsoever and Damages, including the costs of settlements, litigation, arbitration, judgments, penalties and interest, documented attorneys' fees, consultants' fees and other professional fees and disbursements and expenses (including documented attorneys' fees and litigation expenses incurred in establishing the right to indemnity hereunder).

"Materials" means all equipment, materials, supplies, systems, consumables, and other items necessary to complete all or any portion of the applicable Work, other than the equipment, tools, supplies and materials of Contractor and/or its Subcontractors not intended for incorporation into such Work.

"Milestones" means Substantial Completion, Final Acceptance and each Additional Milestone, in each case, to the extent applicable.

"Monthly Progress Report" has the meaning set forth in Section 40.

"Moody's" means Moody's Investors Service, Inc. or its successor.

"NERC" has the meaning set forth in Exhibit T.]

"NERC CIP Assets and Information" has the meaning set forth in Exhibit T.]

"NERC CIP Asset Worker" has the meaning set forth in Exhibit T.]

"NERC Critical Infrastructure Standards" means NERC's Critical Infrastructure Protection standards.]

"NERC Glossary" has the meaning set forth in Exhibit T.]

"Net Additional Cost" has the meaning set forth in Section 36(g).

"Notice to Proceed" has the meaning set forth in Section 2(g).

"NTE Price" has the meaning set forth in Section 36(i).

"NOV" has the meaning set forth in Exhibit N.

"Optional Work" has the meaning set forth in Section 47.

"OSHA" has the meaning set forth in Exhibit D.1.

"PaDEP" has the meaning set forth in Exhibit N.

"Parent" means [_____].

"Parent Guarantee" means a guaranty in favor of Company from a creditworthy direct or indirect parent company of Contractor, and in form and substance substantially similar to Exhibit G, reasonably acceptable to Company.

"Party or Parties" has the meaning set forth in the preamble hereto.

"Payment Milestones" means the milestones for payment of portions of the performed Work set forth in the applicable Individual Release or Authorization.

"PCSM" has the meaning set forth in Exhibit N.

"Performance L/C" means an unconditional, irrevocable standby letter of credit in favor of Company issued by a Qualified Institution, and in form and substance substantially similar to Exhibit H, reasonably acceptable to Company in the amount of ten percent (10%) of the Contract Price.

"Performance Standards" means any and all requirements under Applicable Laws, Applicable Permits, Good Industry Practices, the Real Estate Rights, the Safety Requirements, Contractor's QA/QC Plan, the Environmental Requirements, all applicable manufacturer warranties and recommendations, and all applicable insurance requirements.

"Permitting Contractors" has the meaning set forth in Exhibit N.

"Person" means any individual, corporation, partnership, association, trust, unincorporated organization, other entity, joint venture, or Governmental Authority.

"Personal Information" has the meaning set forth in Section 10(f).

"PHMC" has the meaning set forth in Exhibit N.

"PJM" means PJM Interconnection, L.L.C. or its successor as applicable regional transmission organization.

"PNDI" has the meaning set forth in Exhibit N.

"PPC" has the meaning set forth in Exhibit N.

"PPL Tools" has the meaning set forth in Section 2(n).

"PRA" has the meaning set forth in Exhibit T.]

"Program Manager" has the meaning set forth in Section 34.

"Project" means the facilities contemplated to be procured, constructed or improved, installed, commissioned and tested, maintained, repaired, replaced and/or otherwise serviced by Contractor or its Subcontractors under this Contract and as further identified in an Individual Release (or, if not identified, the project(s) contemplated by such Individual Release) for which Contractor or its Subcontractors will perform Work under this Contract or, in the case of any Work authorized pursuant to any General Release, as identified in, or contemplated by, the Authorization releasing such Work to be performed by Contractor or its Subcontractors.

"Project Documents" means all permits, reports, studies, analyses, calculations, specifications, data sheets, plans, procedures, protocols, checklists, drawings, diagrams, technical information, all inspection, test and acceptance plans, procedures, documentation and reports, and all other information and documents (including technical and performance-related correspondence with Subcontractors) prepared or received by Contractor in performance of the Work or required or contemplated to be submitted by Contractor to Company in connection with the Work, including all information and documents listed in the applicable Scope of Work, if any.

"Project Manager" has the meaning set forth in Section 35.

"Project Parameter" has the meaning set forth in Section 36(a).

"Project Works" has the meaning set forth in Section 9(b).

"PTC" has the meaning set forth in Exhibit N.

"Punch List" means the list of Punch List Items for the applicable Work determined in accordance with this Contract.

"Punch List Items" means each of the items of Work that remains to be performed or corrected to complete the Work under the applicable Individual Release or Authorization in accordance with this Contract that is apparent at the specified date of determination preceding Substantial Completion, other than those obligations that are expressly set out in this Contract for such Work to be performed after Substantial Completion, but shall not include any item of Work, alone or in the aggregate, the non-completion of which may (a) affect the safety, availability, reliability or operability of such Work or the applicable Project or any portion thereof, (b) materially affect equipment performance or (c) prevent such Work or the applicable Project or any portion thereof from being used for the purposes contemplated by the applicable Individual Release or Authorization or this Contract in accordance with all Applicable Laws and Applicable Permits.

"Qualified Institution" means a major U.S. commercial bank or foreign bank with a U.S. branch office having an asset base of at least \$10 billion and a credit rating of at least "A-" by S&P or "A3" by Moody's.

"Real Estate Rights" means all rights in or to real estate, including title to or other rights to use or access to a Site, leases, contracts, permits, easements, public and private rights of way, restrictions and utility and railway crossing rights required to be obtained or maintained in connection with the performance of the Work.

"Receiving Party" has the meaning set forth in Section 10(a).

"Records" has the meaning set forth in Section 14.

"Release" means an Individual Release or General Release, as applicable.

"Request for Services Quotation" has the meaning set forth in Section 2(b).

"Required Coverages" has the meaning set forth in Section 17(a).

"Required Credit Support" means (i) the Parent Guarantee, (ii) the Performance L/C and (iii) the Warranty L/C.

"Retention" means amounts retained by Company in accordance herewith from payments to which Contractor is entitled under this Contract.

"Risk Assessment" means, with respect to the Work, an analysis for the applicable Work focusing on job tasks for the purpose of identifying hazards in order to prevent their occurrence, which analysis focuses on the relationship between the workers, the task, the tools and equipment, and the Project and Site-specific work environment in order to preplan safety in work operations.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of the McGraw-Hill Companies, Inc., or its successor.

"Safety Requirements" has the meaning set forth in Section 4.

"Scope of Work" means the document entitled Scope of Work for the applicable Work set forth in Exhibit 1 to the applicable Individual Release or authorized from time to time pursuant to the applicable Authorization.

"Site" means with respect to any Project, all of those parcels of land on which the Project is or will be located and any other places provided or made available by Company in connection with such Project (i) pursuant to this Contract, (ii) at which any Materials have been, are being or are to be, delivered or stored or (iii) where such Work has been, is being or is to be, performed by Contractor or any Subcontractor.

"Site Reports" means the survey and other site reports, if any, furnished by or on behalf of Company to Contractor in connection with a Project and which shall be identified in each respective Scope of Work.

"SLLA" has the meaning set forth in Exhibit N.

"SPCC" has the meaning set forth in Exhibit N.

"Spill Prevention Plan" has the meaning set forth in Section 38(d).

"SSDWOSBCs" has the meaning set forth in Section 13(e).

"Standards" has the meaning set forth in Section 4.

"Subcontract" means an agreement by Contractor with a Subcontractor for the performance of any portion of the Work.

"Subcontractor" means all vendors, suppliers, contractors, material-persons, and consultants, as well as subcontractors of any tier, excluding Company and Company Contractors, providing Materials, services, equipment, tools, supplies or other materials directly or indirectly to Contractor in connection with the Work.

"Subcontractor Release and Waiver" has the meaning set forth in Section 24.

"Substantial Completion" has the meaning set forth in Section 31.

"Substantial Completion Certificate" means a certificate in the form of Exhibit M.1.

"Tangible Net Worth" means, as of any date of determination with respect to any Person, the aggregate value of such Person's total assets, less intangible assets and total liabilities, as determined in accordance with United States generally accepted accounting principles consistently applied.

"Termination Compensation" has the meaning set forth in Section 29.

"Time and Materials Authorization Work" has the meaning set forth in Section 3(a).

"USACE" has the meaning set forth in Exhibit N.

“Warranty L/C” means an unconditional, irrevocable standby letter of credit in favor of Company issued by a Qualified Institution, and in form and substance substantially similar to Exhibit H, reasonably acceptable to Company in the amount of five percent (5%) of the Contract Price.

“Warranty Period” has the meaning set forth in Section 8(a).

“Work” means the work and services to be provided by Contractor (whether directly or indirectly, including work and services provided by any Subcontractor(s)) pursuant to or as contemplated by this Contract or any Individual Release, including a Scope of Work, any Optional Work elected in accordance with Section 47 and Contractor’s obligations to correct Defects under this Contract or any Individual Release.

“WOTUS” has the meaning set forth in Exhibit N.

2. WORK; COMMENCEMENT OF THE WORK; LABOR RELATIONS.

(a) The Parties are entering into these General Terms and Conditions and each General Release because Company and Contractor may, from time to time, authorize Work to be released pursuant to one or more Authorizations and/or execute one or more Individual Releases identifying the Work to be provided by Contractor, the compensation to be paid to Contractor for such Work, the Contract Schedule (including any Guaranteed Completion Date(s)) for performing such Work and all other appropriate matters. In order to timely facilitate the efficient administration and documentation of the performance of the Work, the Parties desire to agree in advance to one or more General Releases which, when executed, shall be governed by these General Terms and Conditions as if these General Terms and Conditions were fully set out therein (subject to any modifications or supplements thereto set forth in the applicable General Release). In addition, the Parties may execute as of the date hereof or from time to time thereafter one or more Individual Releases which when executed shall be governed by these General Terms and Conditions as if these General Terms and Conditions were fully set out therein (subject to any modifications or supplements thereto set forth in the applicable Individual Release. For any General Release, Individual Release or Authorization issued, Contractor shall, in accordance with all Performance Standards, (i) diligently, duly and properly perform and complete the Work and its other obligations set forth therein and in these General Terms and Conditions in accordance with the Contract Schedule applicable to any such Release or Authorization; (ii) procure, construct or improve, install, commission, inspect and test (including Asset Commissioning of) the applicable Project; (iii) procure, provide and pay for all materials, labor, equipment, tools, supplies, permits, licenses, inspections, storage, transportation and all other items and services (other than Company Permits, Company Services and Company Provided Materials) necessary for the proper performance and timely completion of the Work, whether temporary or permanent, whether or not incorporated or to be incorporated into a Project, and whether or not specifically described in a Scope of Work; (iv) deliver each Project, each Site and all Work to Company free of any Liens by Contractor or any Subcontractor or any other person or entity acting through or under any of them; and (v) achieve all Milestones by their Guaranteed Completion Dates. The execution of these General Terms and Conditions is not a commitment by Company to Contractor to issue any Release or to order or pay for any Work from Contractor. The execution of one or more General Releases is not a commitment by Company to Contractor to issue any Authorization or to order or pay for any Work from Contractor. Contractor shall not be obligated to perform any Work unless and until such Work is authorized by an Authorization or an Individual Release is executed with respect to such Work.

(b) From time to time, Company may provide Contractor with a request for quotation for services (**“Request for Services Quotation”**) including therewith a statement identifying the Work to be performed, schedule information including any required Milestones, the intended form of compensation, and any other information and/or requirements deemed pertinent to the Work sought to be performed. Within seven (7) days, unless a longer time is specified by Company, after receipt of any such Request for Services Quotation, Contractor shall, at no cost to Company, provide a detailed written quotation to perform the Work to Company, which quotation shall acknowledge receipt of the Request for Services Quotation and be binding on Contractor for ninety (90) days. The quotation shall set forth (a) proposed start and completion dates for performance of the Work based on Company’s stated requirements, (b) proposed man-hours by discipline/classification needed to complete the Work, (c) proposed Contract Price, and (d) all additional information specifically requested by Company via the Request for Services Quotation, all in accordance with this Contract. Upon receipt by Company of Contractor’s quotation for any such Request for Services Quotation, Company shall review Contractor’s quotation. If Company desires to proceed with the Work, Company shall arrange a meeting at a location convenient to Company, at no cost to Company, with the Project Manager for the purpose of discussing the Request for Services Quotation and Contractor’s quotation. If Company and Contractor reach agreement, then Company shall prepare an Individual Release memorializing such agreement, which document when executed by Company and Contractor, shall constitute authorization to proceed with the Work; provided, however, that if Company reasonably determines that commencing performance of Work is necessary, Company may direct Contractor to commence performance of the Work pending agreement on the applicable Individual Release. Such direction shall be in writing and shall include the Scope of Work to be performed,

the applicable Contract Schedule and Contract Price, and any other information or requirements deemed pertinent to the Work to be performed. In such event, Contractor shall (i) immediately commence performance of the Work in accordance with Company's direction, and (ii) within seven (7) days furnish Company with all information required to be supplied by Contractor in response to a Request for Services Quotation in order that Company and Contractor may finalize and execute the applicable Individual Release.

(c) Contractor shall perform the Work (or, to the extent permitted hereunder, cause the Work to be performed) in accordance with these General Terms and Conditions and the applicable Authorization and related General Release or Individual Release, including all Performance Standards. Contractor shall perform (and cause the performance of) the Work in a timely manner and as required to comply with the applicable Contract Schedule. It is understood and agreed that the Work shall include any incidental work that can reasonably be inferred as required and necessary to complete the Work in accordance with these General Terms and Conditions and the applicable Authorization or Individual Release, excluding only those items which Company has specifically agreed to provide under these General Terms and Conditions or the applicable Authorization or Individual Release.

(d) Contractor shall procure and maintain all Contractor Permits, shall become a co-permittee with respect to any Applicable Permits designated as joint permits on Exhibit J, and shall upon Company's written request, at Contractor's expense, provide all necessary information and documents to Company and assist Company in obtaining all Company Permits. Contractor shall deliver all applications for Contractor Permits and material correspondence related thereto to Company by no later than the date that is fifteen (15) days before submission to the applicable Governmental Authority. Company will promptly review, comment on, and approve or disapprove such applications and correspondence in writing and in no event later than ten (10) days after such delivery by Contractor. If Company conditions its approval on reasonable changes in the applications delivered by Contractor, then Contractor will effect such changes at no additional cost to Company and resubmit the application or correspondence to Company within ten (10) days after Contractor receives Company's conditional approval.

(e) Contractor shall at all times be obligated to comply with (and to cause all Subcontractors to comply with), and shall not violate or permit any Subcontractor to violate, any and all Real Estate Rights (whether or not the Scope of Work requires Contractor to obtain and/or maintain such Real Estate Rights). Contractor shall accomplish the Work without unreasonable interference with, and shall use commercially reasonable efforts to minimize any interference with or downtime of, the day to day operations and use of property adjacent to the Site by the owners and users thereof (the "**Adjacent Property Owners**"). In the event Work is expected to so interfere, Contractor shall be responsible for providing at least fourteen (14) days' advance notice to such Adjacent Property Owners and coordinating or modifying such Work to the reasonable satisfaction of such Adjacent Property Owners. Company shall act as the liaison for all communications between Contractor and its Subcontractors and any and all Adjacent Property Owners, including negotiating and entering into any required agreements with, and addressing any concerns of, such Adjacent Property Owners.

(f) Prior to commencing the performance of the Work hereunder: (i) Contractor shall provide to Company all Required Credit Support, other than the Warranty L/C, (ii) Contractor shall procure and furnish Company with evidence of all insurance required hereunder, and (iii) all such insurance shall be in full force and effect in accordance with this Contract. In the event that clauses (i), (ii) and (iii) of this Section 2(f) have been satisfied and such access is appropriate at such time for purposes of executing the Work in accordance herewith, Contractor shall be given appropriate access to the Site for performance of the Work in accordance with this Contract.

(g) Unless otherwise provided in any Authorization or Individual Release, Contractor shall commence performance of the Work on the Business Day following issuance by Company to Contractor of a written notice to proceed authorizing commencement of the Work under an Individual Release or Authorization in the form attached hereto as Exhibit R.1 ("**Notice to Proceed**"). Company may also issue one or more limited notices to proceed in the form attached hereto as Exhibit R.2 ("**Limited Notice to Proceed**") for portions of the Work under any Individual Release or Authorization, in which event Contractor shall commence performance of such Work authorized by such Limited Notice to Proceed on the Business Day following issuance by Company to Contractor of such Limited Notice to Proceed, unless otherwise provided in any Authorization or Individual Release. Any Work performed by Contractor (other than Work that this Contract expressly requires to be performed prior to the Notice to Proceed or Limited Notice to Proceed) prior to issuance by Company of such Notice to Proceed or Limited Notice to Proceed shall be at Contractor's sole risk and expense.

(h) Until Substantial Completion is achieved for Work performed pursuant to any Individual Release or Authorization, Contractor shall provide and be responsible for all necessary and appropriate security safeguards at the portions of the respective Site applicable to the Work to ensure the protection of the Work, all Materials (including Company Provided Materials) and all Contractor and Subcontractor equipment, tools, supplies and materials.

(i) Contractor shall take all reasonable efforts necessary to mitigate the effects of any delay in the performance of the Work as required to comply with the Contract Schedule, the achievement of any and all Milestones, and the timely achievement of critical path items.

(j) Contractor shall be responsible for all labor relations matters relating to the Work and shall establish and maintain sound labor management practices and good industrial relations. The Parties acknowledge that certain portions of the Work to be performed may be subject to the terms of one or more collective bargaining agreements, or similar organized labor agreements, to which Company and/or Company Parties are a party or to which Contractor and/or Contractor Parties are a party ("**Labor Contracts**"). In the event the terms of such Labor Contracts are applicable to the Work, Contractor shall comply with, and shall cause its Subcontractors to comply with, and, to the extent required by such Labor Contract, be bound by such Labor Contracts, and Contractor shall not prevent Company or any applicable Company Parties from complying with the terms of any Labor Contracts. Contractor shall cause the Work to be performed pursuant to the terms of the applicable Labor Contracts, including, without limitation, providing individuals who are members of a specified union or other organized labor group as required to perform the Work.

(k) Contractor shall perform the Work (or, to the extent permitted hereunder, cause the Work to be performed) notwithstanding any labor dispute, boycott, strike, lockout or other industrial disturbance by Company or Company Parties.

(l) Contractor shall not permit any of Contractor's or any Subcontractor's employees to maintain any temporary or permanent living quarters within the structures forming part of any Work.

(m) Contractor shall not recruit, or attempt to recruit, staff or labor from among Company's or any of its Affiliates' personnel.

(n) From time to time during the term of this Contract, Company may in its sole discretion permit Contractor or one or more Subcontractors to use certain equipment and/or tools owned by Company or an Affiliate thereof ("**PPL Tools**") for Contractor's use in the performance of Work. Any such use of PPL Tools by Contractor or any Subcontractor is subject to the following conditions:

- (i) Before using any PPL Tool, Contractor is obligated to inspect such PPL Tool and determine to Contractor's satisfaction that the PPL Tool is in good, safe, and serviceable condition for its intended purpose;
- (ii) Contractor agrees that (1) it is responsible for any damage to, or misuse of, or injury to any person or damage to any property caused by, any PPL Tool while such PPL Tool is under Contractor's or any Subcontractor's care, custody and/or control, and (2) Contractor shall indemnify, defend and hold harmless Company Indemnitees against all Claims brought against any or all Company Indemnitees and all Losses in each case, arising from or in any manner relating to the use of any PPL Tool while such PPL Tool is under Contractor's or any Subcontractor's care, custody and/or control;
- (iii) Following Contractor's use of any PPL Tool, Contractor shall return such PPL Tool to Company in the same condition such PPL Tool was in at the time Contractor or any Subcontractor first received access to such PPL Tool (except for normal wear and tear); and
- (iv) Contractor shall be responsible for any Work performed under this Contract, while using any PPL Tool in the same manner as all other Work performed by Contractor under this Contract.

(o) Not later than fourteen (14) days following issuance by Company of a Notice to Proceed, Contractor shall provide Company with a detailed quality assurance/quality control plan for Company's review and comment, which plan shall conform to Good Industry Practices and the requirements in the Scope of Work (such plan, the "**Contractor's QA/QC Plan**"). Contractor shall seek and obtain Company's review and comment on Contractor's QA/QC Plan, and shall incorporate, to Company's satisfaction, all Company comments into Contractor's QA/QC Plan prior to commencement of any Work to which Contractor's QA/QC Plan is applicable. No review or comment by Company or any agent or representative thereof, or failure of Company or any agent or representative thereof to review or comment on Contractor's QA/QC Plan, shall: (a) be deemed to constitute an approval of all or any portion of Contractor's QA/QC Plan, (b) impose any responsibility upon Company or any agent or representative

thereof with respect to the quality of the Work, which shall be the sole responsibility of Contractor, or (c) relieve Contractor of any duties, liabilities or obligations under this Contract.

- (i) Contractor shall at all times comply with (and cause its Subcontractors to comply with) Contractor's QA/QC Plan.
- (ii) Company shall be entitled to audit Contractor's and any Subcontractor's compliance with Contractor's QA/QC Plan. In the event that Company notifies Contractor of, or Contractor identifies, any non-conformance with Contractor's QA/QC Plan, Contractor shall within twenty-four (24) hours provide Company with its corrective action plan and shall thereafter promptly and diligently take such corrective action to comply with, or if applicable cause the non-complying Subcontractor to comply with, Contractor's QA/QC Plan and provide Company with evidence that such non-conformance has been remedied within a timeframe reasonably acceptable to Company.
- (iii) Contractor shall ensure that each Subcontractor has quality assurance/quality control programs in place that are sufficient to ensure compliance with Contractor's QA/QC Plan with respect to performance of any and all of the Work and shall be liable to ensure the adherence of the Subcontractors to such quality assurance/quality control programs. Contractor shall ensure that each of its Subcontractors have proven quality assurance/quality control systems and documented experience supplying equipment, materials, or related services to the power industry similar to the portion of the Work to be provided by such Subcontractor.

Contractor shall immediately communicate any quality assurance/quality control issues to Company. Upon Contractor's identification of any quality assurance/quality control issues, or at any time upon Company's request in the event Company identifies a quality assurance/quality control issue or has reason to believe there is a quality assurance/quality control issue, Contractor shall investigate all such issues. Contractor shall provide Company with a written preliminary report of each such investigation's findings within twenty-four (24) hours of each such issue's occurrence. Contractor shall provide a complete report of each such investigation's findings, root and contributing causes, corrective actions, and a copy of any supportive material utilized in the investigation (photographs, drawings, witness statements, Contractor's work documentation, etc.) within ten (10) Business Days or such other time period as may be otherwise agreed by Company of each such issue's occurrence. Contractor shall take immediate corrective action, which corrective action shall include appropriate additions or modifications to Contractor's QA/QC Plan. Contractor shall submit to Company a written recovery plan detailing what corrective actions Contractor will implement. Corrective action may include, but is not limited to, removal from the Site of any supervisor or employee not implementing or following Contractor's QA/QC Plan, increasing the amount of quality assurance/quality control training, and/or discontinuing unsafe or non-compliant practices. Contractor shall submit to Company by the close of business on the fifth (5th) Business Day of each month a report of Contractor's and each Subcontractor's quality assurance/quality control performance in connection with the Work for the previous month. Such report shall include: total work hours for all Work performed, quality assurance/quality control issue statistics and a brief review of quality assurance/quality control issues for the period.

(p) [Contractor shall perform the Work (or, to the extent permitted hereunder, cause the Work to be performed) in accordance with Exhibit T, and shall otherwise comply with the terms and conditions of Exhibit T.]²

(q) Company shall have the right, at all times during performance of any applicable Work, to issue written directions to Contractor that redirect Contractor's effort, shift the emphasis between tasks, require pursuit of certain lines of inquiry, provide relevant details or otherwise serve to facilitate the performance of such Work. Nothing contained in this Section 2(q) shall relieve Contractor of its responsibilities or liabilities under this Contract and, unless such directions issued by Company pursuant to this Section 2(q) (i) direct Work that is outside of the applicable Scope of Work or (ii) cause a material and adverse effect on Contractor's actual cost of performance of the applicable Work or adverse effect on Contractor's ability to achieve any Milestone by the date required under the applicable Individual Release or applicable Authorization, shall not potentially entitle Contractor to a Contractor Change Request.

(r) Contractor, in performance of the Work, shall conform to all of Company's applicable standards and specifications and, in the absence of such standards, with Good Industry Practices. Contractor shall specify equipment, material, and workmanship furnished from qualified and Company-approved sources where available.

² Section 2(q) and Exhibit T will be required for any projects that implicate NERC / CIP requirements. Confirm with Brenda Truhe whether these requirements apply to this Project.

When Contractor has determined by inquiry to Company that no Company-approved source exists, Contractor shall recommend a qualified source consistent with Company's standards and specifications and, in the absence of such standards, with Good Industry Practices. Company's Representative shall be Contractor's contact for determination of Company-approved sources. All equipment, materials, and workmanship recommended by Contractor for use or used directly or indirectly with, on, or in any Projects shall comply with and conform to the requirements of all Applicable Laws. The type, grade, and quality of said equipment, materials, and workmanship shall be equal to or better than Company's applicable standards and specifications and, in the absence of such standards, with Good Industry Practices. Any deviation from or waiver of the requirements of this Section 2(r) must have prior written approval of Company.

3. PAYMENT TERMS; TAXES.

(a) As consideration for the full and complete performance of Work pursuant to any Individual Release and all costs incurred in connection therewith and all of Contractor's other obligations under these General Terms and Conditions in connection with such Work and such Individual Release, Company shall pay Contractor the compensation as set forth in such Individual Release, as may be adjusted from time to time in accordance with Section 36 of these General Terms and Conditions, in the manner set forth in such Individual Release. Unless otherwise agreed to in writing by Company and Contractor, all of the Work that may be authorized from time to time by Company pursuant to any Authorization shall be compensated on a time and materials basis in accordance with the rates set forth in Exhibit P hereto. Work compensated pursuant to any Authorization on such time and materials basis may be referred to herein as "**Time and Materials Authorization Work**" in addition to being referred to as Work. For Time and Materials Authorization Work, the equipment rates and labor rates set forth in Exhibit P hereto cover and include all home office expenses, overhead and profit (including those items identified as overhead and profit therein) and are the total rates payable for the full and complete performance of the Time and Materials Authorization Work. Company shall pay Contractor for the direct time and materials actually required by Contractor to perform Time and Materials Authorization Work in accordance with the rates set forth in Exhibit P hereto. For all Work compensated on a time and materials basis (including in connection with Change Orders), (i) any Materials procured from Subcontractors for the Work shall be paid at cost, with no markup and (ii) the equipment rates and labor rates set forth for such Work (whether self-performed or performed by any Subcontractor(s)) shall be deemed to cover and include all home office expenses, overhead and profit (including those items identified as overhead and profit therein) and shall be the total rates payable for the full and complete performance of such time and materials Work. For all Work, Contractor shall take advantage of all cash and trade discounts, refunds, rebates, freight allowances, annual volume and other allowances, credits, salvages and commissions to which Contractor is entitled in connection with the Work, all of which shall be credited to Company against any amounts owed under the Contract by Company to Contractor.

(b) Contractor shall invoice Company for the performance of the applicable Work in accordance with the requirements set forth in Exhibit I. Invoices shall segregate labor and material costs and shall be in such formats and include such information as Company may specify. Contractor shall submit its invoices for performance of the Work, with sufficient detail and supporting documentation to permit verification of entitlement to the amount and all components thereof for which payment is sought under such invoice. Contractor shall include in each invoice (i) a detailed, itemized identification of the Work performed during the period covered by the monthly request, including Payment Milestones completed during the period and confirmed in writing by Company to have been completed satisfactorily, and, to the extent required by the applicable Scope of Work, Individual Release or Authorization, providing a verifiable breakdown of the percentage of Work completed for each relevant portion of the Work identified therein (separating time and materials and attaching receipts, evidence of payment, electronic time sheets or other supporting documentation); (ii) a written progress report that details the actual progress to date and the then-current scheduling of all significant aspects of the Work and describes any Milestones achieved and Contractor Change Events and significant safety, testing and other events that occurred during the period covered by the invoice (including delay and acceleration analyses therefor), and (iii) for Time and Materials Authorization Work, a detailed, itemized identification of any variance from Contractor's Estimated Budget and, for all other Work, such budgets and projections as may be reasonably requested by Company. Provided Contractor has submitted all required Monthly Progress Reports, Company shall within sixty (60) days after receipt of a proper invoice complying with these General Terms and Conditions, together with all required supporting documentation, pay Contractor the undisputed amount due Contractor in respect of the Work for which such invoice seeks payment minus any amounts Company is entitled to withhold or retain pursuant to this Contract. If Contractor has not submitted all required Monthly Progress Reports or fails to submit invoices that comply with the requirements of this Section 3(b), Company may reject such invoices and shall not be obligated to pay the amounts sought therein.

(c) Retention equal to ten percent (10%) of the amounts due to Contractor from time to time under an Individual Release shall be retained by Company from each payment otherwise payable to Contractor pursuant hereto (without obligation to invest those monies or account for interest thereon or to place them in a designated or

segregated account). Contractor shall be entitled to request release of forty percent (40%) of the Retention applicable to each Individual Release upon Final Acceptance of the Work applicable to such Individual Release. Contractor shall be entitled to request release of ten percent (10%) of the Retention applicable to each Individual Release upon the expiration of the latter of any Warranty Period or any Extended Warranty Period applicable to such Individual Release. The remaining fifty percent (50%) of the Retention shall be allocated to a performance pool, which shall be released to Contractor on a semi-annual basis pro-rata based upon Contractor's performance against key performance indicators ("KPIs") established by Company for such semi-annual period. The KPIs applicable to the initial semi-annual period following the Effective Date are set forth in Exhibit Q. Company shall notify Contractor of any changes to the KPIs applicable to any subsequent semi-annual period thirty (30) days in advance of the commencement of such period. Determination of KPIs and Contractor's performance shall be at Company's sole discretion. Retention amounts allocated to the performance pool that are not released due to non-achievement of KPIs shall be forfeited by Contractor. Company shall have the right to draw on any Retention in the event that any Contractor Event of Default exists or in circumstances where Company has the right to draw on any Required Credit Support.

(d) Contractor's Estimated Budget for any Time and Materials Authorization Work or any Work released on a time and materials basis pursuant to any Individual Release shall be fully described on a Project-by-Project basis in an exhibit attached to such Authorization or Release. Contractor shall notify Company in writing promptly if Contractor during the course of the Work learns or believes that (i) Contractor's Estimated Budget will be exceeded or (ii) if any line item reflected on Contractor's Estimated Budget will be exceeded, in each case prior to exceeding such amount, whether due to any Change Order or otherwise. Such notice shall specify the extent of the change and provide reasonable supporting documentation justifying the change. Contractor's Estimated Budget shall be adjusted by any change, modification or amendment to the Work, if any, using the Change Order procedure set forth in Article 36.

(e) Contractor shall be responsible for billing state, county and local sales or use tax to the extent applicable to the Work performed pursuant to this Contract. Upon request, Contractor shall provide proof to Company that Contractor has a sales tax license to collect and remit tax to the appropriate taxing authority. Company shall not be responsible for any penalty or interest pursuant to non-payment of such taxes by Contractor. In addition, Contractor shall be responsible for all other taxes including, but not limited to, franchise and similar taxes on capital, employment taxes associated with its employees, property taxes, gross receipt taxes and taxes based on its income.

(f) In certain instances, services provided to Company which typically are taxable may not be subject to Pennsylvania Sales and Use Tax. When Company makes such determination, a Sales and Use Tax Exemption Certificate will be issued to Contractor by Company. Contractor shall retain this copy in its files as authorization for excluding Pennsylvania Sales and Use Tax on services rendered to Company. Sales taxes owed on Contractor's purchases of materials, tools and rentals used to perform these services shall be paid to the Commonwealth of Pennsylvania by Contractor at the time of purchase, subject to reciprocity credits for taxes paid to other taxing jurisdictions.

(g) Contractor hereby agrees to assign to Company all of its rights to pursue a refund claim in connection with any Pennsylvania Sales or Use Tax inappropriately paid with respect to purchases of tangible personal property or services used in connection with the Work. Contractor agrees further to cooperate fully with Company in pursuing a refund claim with the Pennsylvania Department of Revenue, including execution of any applicable documents, providing any necessary information and providing access to Company or its designees to any invoices, requests for payment, contracts, purchase orders or other documents relevant to the pursuit of the applicable refund claim. The rights of any refund amounts received, including both tax and interest, shall be the exclusive property of Company. Any reasonable, documented, out-of-pocket expenses or fees related to pursuit of such refund claim shall be the responsibility of Company.

4. **CONTRACTOR COMPLIANCE: HEALTH AND SAFETY.** Contractor shall perform all of its obligations and otherwise comply, and cause the Contractor Parties to comply, with the following during the performance of its Work: (i) all Applicable Laws, Applicable Permits and Good Industry Practices; (ii) all requirements set forth in Exhibit D.1 and Exhibit D.2 and with Contractor's H&S Plan (items (i) and (ii) of this Section 4, collectively, the "**Safety Requirements**"); and (iii) Company's Standards of Conduct and Integrity for Suppliers ("**Standards**"), as updated from time to time at <http://www.pplweb.com/who-we-are/how-we-operate/> or any alternate website notified by Company to Contractor from time to time, the current version of which is available to Contractor at <http://www.pplweb.com/who-we-are/how-we-operate/>. Contractor shall be responsible for reviewing and complying with any changes to the Standards published from time to time by or on behalf of Company at the above-referenced or any such notified web address. Contractor shall ensure that all employees, agents and invitees of Contractor or any Subcontractor attend any safety orientation training that is applicable to a Project prior to any such employee,

agent or invitee performing any Work at such Project or any portion of the applicable Site owned or leased by Company.

5. CONTRACTOR PERSONNEL AND SUBCONTRACTORS.

(a) In the performance of the Work hereunder, Contractor shall be and act as an independent contractor in charge of the Work. Nothing in this Contract or in the relationship between Contractor and Company shall be deemed to constitute a partnership, joint venture, employer, agency or other similar relationship. Contractor agrees not to make any contrary assertion, claim or counterclaim in any action, suit or other legal proceeding involving Company Parties. Contractor is responsible for all losses, damages, judgments, liabilities, claims, injuries, costs and expenses arising directly or indirectly from Contractor's business, motor vehicles, property, and performance of the Work. Contractor is not authorized to make any promise, agreement, or contract on behalf of Company, to bind Company in any manner, or to hold Company out as anything but an independent businessperson. Contractor has full and sole responsibility for all debts and obligations of Contractor business, including without limitation all bills, invoices, debts, taxes, payroll and insurance costs. It is specifically understood that Contractor will maintain all payroll and other records for Contractor Parties and Contractor Party Employees as required by all Applicable Laws and that Company will not do so.

(b) Contractor shall request from Company the clearance of all Contractor and Subcontractor personnel prior to their entrance onto Company property or access to any Company systems. Contractor shall supply all information reasonably requested by Company regarding such personnel, as permitted by all Applicable Laws. Company, at its reasonable discretion, may (i) determine whether and to whom to grant any clearance or access; (ii) request the removal and replacement of any personnel provided by Contractor to perform the Work; or (iii) revoke access to Company property or systems. Contractor shall promptly comply with such request and not use such personnel again to perform the Work. Without limiting the generality of the foregoing, Contractor shall promptly remove from the Work any employee or agent of Contractor or of any Subcontractor who, in Company's reasonable discretion, is performing unsatisfactorily, unsafe, incompetent, careless, unqualified to perform the Work assigned to such Person, creates an unsafe or hostile work environment, disregards the terms and conditions of this Contract, or is interrupting, interfering with or impeding the timely and proper completion of the Work. Contractor shall provide Company with Company-approved replacements at no additional cost to Company and in a timely fashion so as not to impact the performance of the Work.

(c) Contractor shall assign the key personnel designated for the Work in the applicable Individual Release or Authorization ("**Key Personnel**") to such Work. Once assigned, Contractor shall not remove, replace, or reassign any Key Personnel without Company's prior written consent, not to be unreasonably withheld in the case of personal reasons. If any Key Personnel becomes unavailable for any reason beyond Contractor's control, Contractor shall immediately notify Company, submit justification in sufficient detail (including proposed replacement) to permit evaluation of the impact on the Work, and secure the prior written approval of Company for any replacement.

(d) Contractor shall use only its own employees to perform the Work with respect to each Project unless Company consents to the use of Subcontractors in writing with respect to the applicable Project or the aggregate value of the proposed Subcontracts with such proposed Subcontractor for the Work with respect to the applicable Project would be less than \$100,000. Notwithstanding anything to the contrary, Contractor shall be and remain responsible and liable for all acts or omissions of its Subcontractors and any failure of the Subcontractors to comply with the provisions of this Contract that apply to the performance of any and all Work hereunder, in each case as if they were the acts or omissions or failure to comply of Contractor. If Company so consents to such use, Contractor shall ensure that every Subcontract regardless of value (i) includes, at a minimum, contractual provisions that preserve and protect the rights and remedies of Company pursuant to this Contract, (ii) provides Company with protection at least equal to that provided by this Contract, (iii) includes indemnities directly in favor of Company Indemnitees, and (iv) makes Company a direct beneficiary of all warranties and performance guarantees.

(e) Contractor shall ensure that each Subcontract is by its terms freely assignable to Company in the event of a Contractor Event of Default and that each Subcontract enables Contractor to meet its obligations to Company hereunder relating to the portion of the Work covered by such Subcontract. Company shall have the right upon request to review any Subcontract or proposed Subcontractor for purposes of verifying its compliance with this Contract's requirements.

(f) Company shall have the right upon request to review any proposed Subcontractor prior to and after selection or any proposed Subcontract prior to and after issuance for purposes of verifying its compliance with this Contract's requirements.

6. DAMAGE TO PROPERTY; COOPERATION AND COORDINATION WITH OTHER CONTRACTORS.

(a) Unless expressly and specifically required for the Work pursuant to the applicable Scope of Work and then only to the extent done in accordance with all of the terms and conditions of this Contract, Contractor shall not interfere with, disconnect, destroy, damage, or otherwise disturb work or property (including data and/or systems) of any Company Party or any third party. In the event that any such work or property is damaged or destroyed by an act or omission of any Contractor Party, Contractor shall at Contractor's sole unreimbursed expense promptly rebuild, restore or replace such work or property. In the event that Contractor fails to commence rebuilding, restoring or replacing any such work or property within ten (10) days following such damage or destruction, or fails to thereafter diligently complete rebuilding, restoring or replacing any such work or property, Company may rebuild, restore or replace such work or property and offset the costs and expenses thereof from any payment then or thereafter due to Contractor or by collection on any Required Credit Support.

(b) Company may at any or all times have its own employees and/or other contractors working at any Site and/or any Project. Contractor shall, in accordance with Company's requirements, afford all reasonable opportunities for such employees and contractors to introduce and store their materials and to perform their services at any Site and/or any Project, as applicable. Contractor shall coordinate the Work with any work to be undertaken at or adjoining any Site and/or any Project, as applicable, by Company's employees and/or other contractors, as the case may be, and shall cooperate fully with such employees and contractors. Contractor shall ensure that it does not delay or impede the performance of work by Company's employees and/or other contractors at or in the vicinity of any Site and/or any Project. Contractor's compliance with its obligations under this Section 6(b) shall not result in or entitle Contractor to any increase in the Contract Price or Contractor's Estimated Budget under any Authorization or Individual Release, any additional compensation in connection therewith, any reimbursement of additional costs in connection therewith, or extension of the Contract Schedule under any Authorization or Individual Release.

(c) Contractor shall at all times during Contractor's performance of the Work be responsible for the protection of, and any removal, salvaging, replacement and/or relocation of, any and all electric lines and poles, telephone lines and poles, highways, bridges, waterways, railroads, sewer lines, natural gas pipelines, drainage ditches, culverts and any and all property of third parties from damage as a result of the performance of the Work. Except to the extent the Scope of Work expressly permits Contractor to effect such removal, salvaging, replacement and/or relocation, Contractor shall obtain the written approval of Company (such approval not to be unreasonably withheld or delayed) prior to effecting (or permitting any Subcontractor to effect) any such relocation. Where ingress and egress to and from the Site or any area owned or leased by Contractor for purposes of the Project in the vicinity of the Site requires the traverse of public or private lands, Contractor shall use its best efforts to avoid damaging such property. In the event that any property is damaged or destroyed by an act or omission of, or traffic due to, any Contractor Party, Contractor shall at Contractor's sole unreimbursed expense promptly rebuild, restore or replace such property. In the event that Contractor fails to commence rebuilding, restoring or replacing any such work or property within ten (10) days following such damage or destruction, or fails to thereafter diligently complete rebuilding, restoring or replacing any such work or property, Company may rebuild, restore or replace such work or property and offset the costs and expenses thereof from any payment then or thereafter due to Contractor or by collection on any Required Credit Support.

7. TERM; TERMINATION; CONTRACTOR EVENT OF DEFAULT.

(a) This Contract shall enter into full force and effect as of the Effective Date and remain in full force and effect, subject to any earlier termination of all or any portion of the Contract or the Work in accordance herewith, on the later of (i) the [third]³ anniversary of the Effective Date and (ii) the date on which Contractor has completed the performance of all of the Work under each Individual Release and Authorization and there are no outstanding obligations under the Contract (the "Term"); provided that, Company shall have the right by written notice to Contractor delivered at least thirty-days' in advance of the third anniversary (or fourth anniversary in the event that Company has previously timely exercised its right to extend the Term) of the Effective Date to extend the Term such that clause (i) thereof refers to the fourth anniversary (or fifth anniversary in the event that Company has previously timely exercised its right to extend the Term) of the Effective Date, in which case such clause (i) shall automatically without further action refer to the fourth anniversary or fifth anniversary of the Effective Date, as the case may be. Company may terminate this Contract, any or all Releases and Authorizations or all or any portion of the Work for its convenience, without cause and without any requirement of changed circumstances related to this Contract or any Releases or Authorizations, at any time upon five (5) days' notice to Contractor.

³ Business Line/Sourcing to insert desired anniversary number for the end of the Term.

(b) In the case of any Contractor Event of Default, Company may, at its sole option, (i) terminate this Contract, any or all Releases and Authorizations or all or any portion of the Work, (ii) enter onto the applicable Site and, for the purpose of completing the Work so terminated, take possession of all Work in process, Materials, tools, machinery, documents, information, books and records relating to the Work, (iii) take assignment (directly or through any designee) of any or all of the Subcontracts related to such Work so terminated and/or (iv) complete the Work so terminated either itself or through others. In the case of any Contractor Event of Default, Company shall not be liable to make any payments to Contractor under this Section 7 until: (i) Contractor assigns to Company all of its right, title and interest in, to and under all of the Subcontracts requested by Company; and (ii) the cost of execution and all other expenses reasonably incurred by Company in completing the Work so terminated under the applicable Releases and/or Authorizations can be reasonably ascertained ("**Cost of Completion**"). If the Cost of Completion, when added to the total amounts already paid to Contractor as of the date of termination for the applicable Releases and/or Authorizations exceeds the total amount that would have been payable to Contractor for the execution of the Work so terminated, Contractor shall upon demand pay to Company the amount of such excess. In the event of a Contractor Event of Default, Company may, in addition to its other rights and remedies set forth herein and those available to it at law or in equity, seek indemnities or any other amounts payable by Contractor hereunder, exercise withholding, termination, suspension and/or set-off rights hereunder, exercise rights in respect of (including making draws or demands for payment and enforcing) any Required Credit Support, and/or seek equitable remedies, including specific performance or interlocutory mandatory injunctive relief with respect to performance of Contractor's obligations under this Contract (it being agreed by the Parties that such relief may be necessary to avoid irreparable harm to Company) or for restitution by Contractor of amounts improperly received under this Contract.

(c) Upon termination for any reason, Contractor shall: (i) terminate the Work specified in the applicable termination notice (but shall continue with all other Work not so terminated in accordance with the terms of this Contract); (ii) assemble and deliver to Company (or any other Person designated by Company) any Contractor Deliverables in a deliverable status to the extent possible; (iii) hold for Company's direction or disposition as specified in the applicable termination notice any raw materials, Work or Contractor Deliverables in progress not in a deliverable state; (iv) cooperate with Company in the transfer of any Work in progress, including Contractor Deliverables, Project Documents and specifications, Subcontracts, Applicable Permits and any other items or information and disposition of Work in progress; (v) execute at Company's request assignments in form and substance acceptable to Company assigning to Company (or to Company's nominee or purchaser, if and as requested by Company), without further payment or reimbursement for costs of doing so, all of its right, title and interest in, to and under all Subcontracts and all other agreements as Company so requests for the supply of Materials, equipment, goods, services and/or for the execution of any Work with respect to the applicable Project or Projects so terminated, and of all guarantees and warranties in favor of Contractor or any Subcontractor with respect to such Project(s); (vi) give all notices, orders and directions which Company may reasonably deem necessary or desirable for the purposes hereof; and (vii) deliver at Company's request, and in the event of termination pursuant to Section 7(b) without further payment or reimbursement for any costs of doing so, all Contractor Deliverables, Project Documents, Subcontracts and all other information (including rights, concessions, permits, approvals, filings and registrations) related to the applicable terminated Project(s) that is necessary or advisable to enable or facilitate Company's completion (or causing the completion) of the Work in respect of the terminated Project(s). Upon termination for any reason, Company, in its sole discretion without incurring any liability or obligation to Contractor or any Subcontractor, may take possession of any and all Contractor Deliverables, Project Documents and Project-related documents, information and Applicable Permits that Company deems necessary or advisable to complete (or cause the completion of) the Work with respect to the terminated Project(s). Company shall be required to compensate the relevant third parties only for compensation becoming due and payable to such parties under the terms of their contracts with Contractor from and after the effective date of assignment of such contract in its entirety to Company for Materials, equipment, goods and services actually received by Company following the effective date of such assignment. All sums claimed by such third parties to be due and owing for Work and other work performed prior to such date shall constitute debts between Contractor and the affected third parties, and Company shall in no way be liable for such sums. All sums claimed by such third parties in respect of acts, matters or things prior to the date of such assignment shall remain matters solely between Contractor and the relevant third party. Company shall not be liable, or subject to any set-off or counterclaim, in respect thereof, or to any right of the relevant third party by reason thereof to suspend, terminate, determine its employment under, or otherwise cease its due performance and observance of, the relevant contract. Any such rights shall be automatically cancelled by such assignment. Contractor shall include in all agreements and contracts entered into with respect to the Project by Contractor a provision providing for the foregoing.

(d) Upon termination for any reason, Contractor shall, with respect to the terminated Work specified in the applicable termination notice, Demobilize and withdraw (and shall cause its Subcontractors to Demobilize and withdraw) from the Site within five (5) days following termination. For the avoidance of doubt, this Demobilization shall include without limitation removal of Materials, tools, instruments and facilities used by, and any debris and waste materials generated by, Contractor or its Subcontractors in the performance of the Work so terminated to the

extent not already incorporated into the Work in accordance with this Contract and not elected by Company to use for completion of the Work. After completion of the foregoing, Company shall, subject to right of offset, pay Contractor in accordance with the terms of this Contract for all Work properly completed prior to the termination date and delivered to Company in conforming condition.

(e) Termination by Contractor of any Subcontracts shall be subject to Company's prior approval.

(f) The termination of this Contract shall be without prejudice to any other rights or remedies which Company may have against Contractor in this Contract, and Company's remedies under this Contract shall be cumulative and non-exclusive and in addition to any other remedy available at law or in equity.

8. REPRESENTATIONS AND WARRANTIES; WARRANTY OBLIGATIONS.

(a) Contractor represents and warrants that: (i) the Work, as a whole, and all goods and services furnished as part of the Work, including all Materials, other than Company Provided Materials, shall (1) comply with any applicable description of the Work set forth in this Contract, including without limitation the Scope of Work applicable thereto, and (2) conform to the requirements and specifications set forth in this Contract, including the Performance Standards; (ii) Contractor has not made and will not make any commitments inconsistent with Company's rights and Contractor's obligations under this Contract, (iii) once the Work has been completed the Project will be fit for its intended purpose, (iv) goods furnished as part of the Work, including all Materials, other than Company Provided Materials, shall be new (unless otherwise specified in the Scope of Work), first class and free of defects in design, material, workmanship and title; (v) no Lien by Contractor or any Subcontractor or any other person or entity acting through or under any of them has attached or will attach to the Work; and (vi) services furnished as part of the Work shall be performed (1) by technically competent and qualified personnel who are, where applicable, licensed to practice under the Applicable Laws of the jurisdiction in which the Work is located, and (2) in accordance with Good Industry Practices and generally accepted professional standards associated with the particular industry, trade, or discipline involved. In the event that any Work does not conform to any or all of these warranties at any time from commencement of such Work until the date that is twenty four (24) months following Substantial Completion (such period, the "**Warranty Period**") and for a further period of twenty-four (24) months from the date of re-performance, repair or replacement in respect of re-performed, repaired or replaced Work (the "**Extended Warranty Period**"), Contractor, at no cost or expense to Company (Contractor expressly bearing all such costs and expenses, including, without limitation, costs to transport Materials, tools and other items in connection therewith, costs of insuring such items, costs of procuring such items, all labor, overhead, general and administrative, supervisory, monitoring, inspection and testing costs in connection with the required re-performance, repair or replacement of Work or other corrective actions and all taxes in connection therewith), shall re-perform, repair or replace the Work and take all other actions necessary to correct or remedy, as appropriate, any such nonconformity (each, a "**Defect**") in a manner and time acceptable to Company. Contractor shall not invoice Company for any Work containing a Defect. Without limiting the foregoing, if Company does not require Contractor, or Contractor is unable in the manner and time set forth by Company, to correct any Defect, Contractor shall not invoice Company for any non-conforming Work and shall reimburse Company within thirty (30) days of Company's request if an invoice has been previously paid for the non-conforming Work, without prejudice to Company's other rights and remedies under this Contract.

(b) Subject to Section 16, Contractor shall be liable for, and shall promptly pay to Company any and all Damages incurred by Company or any Company Indemnitee arising out of or relating to, any Defect. If Contractor fails to commence corrective or remedial Work with respect to any Defect within a reasonable period of time not to exceed ten (10) days of its receipt of notification from Company of such Defect, or does not diligently complete such corrective or remedial Work on an expedited basis, then following written notice to Contractor, Company may correct and/or remedy the applicable Defect. In such case Contractor shall, in addition to its liability and obligations under the first sentence of this Section 8(b), be liable to Company and promptly indemnify Company for all Damages incurred by Company in connection with correcting and/or remedying such Defect and shall pay Company (directly, by offset, or by collection on any Required Credit Support, at Company's sole discretion) an amount equal to such Damages. If any Defect materially affects the construction, operation or use of any of the Work or the Project or presents an imminent threat to the safety or health of any person, Company may correct and/or remedy such Defect without giving prior written notice to Contractor, and, in that event, Contractor shall, in addition to its liability and obligations under the first sentence of this Section 8(b), be liable to Company for all Damages incurred by Company in connection with correcting and/or remedying such Defect and shall promptly pay Company (directly, by offset, or by collection on any Required Credit Support, at Company's sole discretion) an amount equal to such Damages. Company's exercise of its rights under this Section 8(b), shall not relieve Contractor of any of its warranty obligations under Section 8(a) and shall be without prejudice to Company's other rights and remedies under this Contract, including the right to seek reimbursement of amounts paid for non-conforming Work.

(c) Contractor further represents and warrants to Company that, at all times during the term of this Contract and until completion of performance of all of the Work that, (i) it is a company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and of each jurisdiction in which all or any portion of the Work is to be performed and has all requisite power and authority and has obtained and is maintaining all required Applicable Permits required by this Contract at such time to be obtained or maintained by Contractor, and does not require any action by any Governmental Authority which has not already been taken, to execute or deliver this Contract or to perform its obligations under these General Terms and Conditions and each Release and Authorization in accordance with this Contract; (ii) it has the power to execute, deliver and carry out this Contract and to perform all of its obligations hereunder and all such actions have been duly authorized by all necessary corporate or comparable action on its part; (iii) the execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under or accelerate performance required by, the terms of its organizational documents or any Applicable Laws or any covenant, contract, agreement or instrument, to which it is a party or by which it or any of its assets are bound; (iv) this Contract has been duly and validly executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or the application of general principles of equity; (v) there are no actions, suits, proceedings, audits or investigations pending or, to the best of its knowledge and that of its officers, threatened against it at law or in equity before any court or other Governmental Authority, whether or not covered by insurance, that individually or in the aggregate may result in any material adverse effect on its business, properties or assets or the condition, financial or otherwise, of it or in any impairment of its ability to perform its obligations under this Contract; and (vi) Contractor has not made and will not make any commitments inconsistent with Company's rights and Contractor's obligations under this Contract.

(d) Contractor further represents and warrants that (i) it has (and, with respect to items that are hereafter owned, licensed or otherwise used by Contractor in the Work, will have) all necessary right and authority to assign ownership and to grant the licenses granted to Company as provided in this Contract (including, where necessary, by having obtained the necessary rights from its Affiliates and third party licensors, as the case may be); (ii) the Contractor Deliverables do not and will not infringe the Intellectual Property rights of any Person, and no infringement of the Intellectual Property rights of any Person will occur as a result of the Work, or any part or component thereof, nor other performance of Contractor's obligations under this Contract; and (iii) no infringement of any Intellectual Property rights of any Person will occur as a result of Company's ownership, use, repair, or maintenance of the Project or the Materials as contemplated in this Contract

9. INTELLECTUAL PROPERTY.

(a) Company will retain ownership of all Intellectual Property that is developed or acquired by or for it prior to or independently of this Contract, including without limitation the Company Provided Documents and the Company Provided Materials. Contractor will retain ownership of all Intellectual Property that is developed or acquired by or for it prior to or independently of this Contract ("**Contractor Independent IP**").

(b) Company will own all Intellectual Property rights to the Contractor Deliverables and all other materials included in the Work or otherwise delivered to Company in connection with this Contract or derived by it from the ownership, use, operation, repair and maintenance of the Project, including without limitation all data generated by the Project and any applicable "architectural work" (as such term is defined in the Architectural Works Copyright Protection Act of 1990) (collectively, the "**Project Works**"). Contractor hereby assigns to Company all Project Works if and to the extent any of the Project Works is created by or for Contractor, or assignment thereof by Contractor is necessary for any other reason to establish Company's ownership thereof. Contractor will ensure that all Contractor Parties and Contractor Party Employees are legally bound to assign their contributions to the Project Works to enable this assignment. Contractor shall execute documents as reasonably requested by Company in order to document, record, and perfect Company's ownership of all Intellectual Property rights in the Project Works as provided herein.

(c) Company hereby grants to Contractor a limited right to use the Project Works and the Company Provided Documents solely to the extent necessary for Contractor to perform its obligations under this Contract. Without limiting the foregoing, Contractor may not use any Project Works or Company Provided Documents (including without limitation any Company-owned software) for the benefit of any Person other than Company without the prior written consent of Company, which may be withheld in Company's sole discretion.

(d) Notwithstanding anything to the contrary in this Section, if any part of a Project Work incorporates any Contractor Independent IP, or requires as a practical matter the use of any Contractor Independent IP for its intended purpose, then Contractor hereby grants to the Company Parties an unlimited, non-exclusive, worldwide,

fully-paid, perpetual, irrevocable, sublicensable, and transferable license to use, adapt, distribute, display, and reproduce such Contractor Independent IP as part of the Project Work in which it is incorporated or required for use.

10. CONFIDENTIALITY.

(a) As used in this Contract, "**Confidential Information**" means the existence and terms of this Contract and all information or material, whether tangible or intangible and in whatever form provided, that is provided or to which access is otherwise given by one Party (the "**Disclosing Party**") to the other Party (the ("**Receiving Party**") in connection with this Contract before or after the Effective Date and that should reasonably have been understood to be confidential or proprietary to the Disclosing Party because of legends or other markings, the circumstances of disclosure or the nature of the information itself, and includes information or materials that contain, reflect or are derived from the Confidential Information. Without limitation, Company's Confidential Information includes the Project Works, the Company Provided Documents and the contents thereof. Confidential Information also includes any information owned by a third party that was (i) disclosed by such third party to the Disclosing Party subject to a confidentiality agreement, and (ii) disclosed by the Disclosing Party to the Receiving Party solely for use by the Receiving Party in connection with this Contract, and (y) all information and documents received by Contractor from Company Contractors in performance of Contractor's obligations under this Contract.

(b) The Receiving Party agrees it will: (i) use the Confidential Information solely in connection with and pursuant to this Contract, (ii) use reasonable precautions and exercise due care to maintain the confidentiality of the Confidential Information, and (iii) not disclose the Confidential Information except with the Disclosing Party's prior written consent or as otherwise permitted in this Contract.

(c) Contractor may disclose Company's Confidential Information to Contractor Parties only if and to the extent they need the Confidential Information in connection with Contractor's performance of its obligations hereunder and are legally bound by confidentiality obligations no less protective of Company than those in this Contract. Company may disclose Contractor's Confidential Information to Company Parties only to the extent they need the Confidential Information in connection with Company's performance of its obligations hereunder and are bound by confidentiality obligations no less protective of Contractor than those in this Contract. Contractor shall be liable for any use or disclosure of Company's Confidential Information by Contractor Parties that would constitute a breach of this Contract if committed by Contractor, and Company shall be liable for any use or disclosure of Contractor's Confidential Information by Company Parties that would constitute a breach of this Contract if committed by Company. [Notwithstanding anything to the contrary herein, Contractor may not disclose any Confidential CIP Asset Information, as set forth in Exhibit T.]

(d) Upon request, the Receiving Party shall promptly return or, at the Disclosing Party's request, destroy all copies of the Disclosing Party's Confidential Information other than those retained solely for archival or administrative purposes.

(e) The restrictions on use and disclosure of Confidential Information in this Section shall not apply to any information or materials to the extent the Receiving Party demonstrates that it: (i) is already known to the Receiving Party before receipt from the Disclosing Party; (ii) is or becomes publicly available other than through the acts of the Receiving Party; (iii) is received by the Receiving Party from a party other than a Company Party who, to the Receiving Party's knowledge, is not prohibited from disclosing the information to the Receiving Party by a contractual, fiduciary or other duty; (iv) is developed or derived by the Receiving Party without the aid, application or use of the Confidential Information; or (v) is authorized for disclosure in writing by the Disclosing Party, to the extent of such authorization. The Receiving Party may disclose any Confidential Information of the Disclosing Party if it is advised by legal counsel that it is required to disclose such Confidential Information by law or legal process, provided, however, that prior to any such disclosure, the Receiving Party shall give the Disclosing Party as much advance notice of the requirement as is practical, shall cooperate with the Disclosing Party at the Disclosing Party's expense to protect against disclosure, and if disclosure is still required, then disclose only such part of the Confidential Information that its legal counsel advises it must disclose and only to the extent of its compliance with such law or legal process.

(f) In the event that Company provides Contractor with access to any non-public personal information of Company employees or customers ("**Personal Information**") in connection with the performance of this Contract, Contractor shall comply with all Company procedures and practices for protecting the confidentiality, security and integrity of Personal Information, in addition to the requirements of this Section, and the exceptions to the use or disclosure of Confidential Information in clauses (i) through (iv) of Section 10(e) above shall not apply to Personal Information.

(g) In addition to the obligations under this Section, and except as provided in the disclosure requirements of 10 CFR Part 21, Contractor may not make any public statement or other announcement (including issuing a press release or pre-briefing any member of the press or other third party) relating to the Work or the terms or existence of this Contract without the prior written approval of Company, at its sole discretion. The obligations set forth in this Section 10 shall remain in effect for three (3) years after the expiration or termination of this Contract. Notwithstanding the foregoing, with respect to any Personal Information, the restrictions of this Section shall remain in effect indefinitely from the date such Personal Information was first disclosed to or obtained or discovered by Receiving Party.

(h) Notwithstanding anything to the contrary, Company may disclose Contractor's Confidential Information on a need-to-know basis to its contractors, vendors, suppliers, material-persons, inspectors and consultants, as well as subcontractors of any tier, providing equipment, materials, supplies, systems, goods or services directly or indirectly to Company in connection with the Work or any portion thereof, the applicable Project, or any larger project of which the applicable Work constitutes a part.

11. INDEMNITY.

(a) To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Company Indemnitees from and against all Claims and Losses related to, arising out of, based upon, occasioned by, or in connection with Claims brought against any or all Company Indemnitees:

- (i) arising from or in any manner relating to any Contractor Parties' performance of the Work, presence or activity on the Project or Site, or failure to comply with the terms of this Contract, including the Performance Standards, whether (x) arising from or in any manner relating to the active, passive, or concurrent negligence, including gross negligence, or other legal fault of one or more Contractor Parties, the active, passive, concurrent, or sole negligence, including gross negligence, or other legal fault of one or more Company Indemnitees, or the active, passive, or concurrent negligence, including gross negligence, or other legal fault of both one or more Contractor Parties and one or more Company Indemnitees, or (y) based on tort, contract, or any other legal theory;
- (ii) by or on behalf of employees of Contractor and/or any or all Subcontractors ("**Contractor Party Employees**") whether or not such Contractor Party Employees have been declared to have "common law" or "employee" status with respect to the Work performed under this Contract. Such Claims include those arising from or in any manner relating to injuries to or death of Contractor Party Employees, whether (x) arising from or in any manner relating to the active, passive, concurrent or sole negligence, including gross negligence, or other legal fault of one or more Contractor Parties, the active, passive, concurrent, or sole negligence, including gross negligence, or other legal fault of one or more Company Indemnitees, or the active, passive, or concurrent negligence, including gross negligence, or other legal fault of both one or more Contractor Parties and one or more Company Indemnitees, or (y) based on tort, contract, or any other legal theory. Contractor expressly acknowledges and agrees that the indemnity provided for in this Section 11(a)(ii) shall not be limited by the provisions of any Workers' Compensation Act or other similar statute or provisions. On behalf of Contractor Parties, as between Company Indemnitees and Contractor Parties, Contractor expressly waives any and all immunity Contractor Parties may have for injuries to or death of Contractor Party Employees under the Pennsylvania Worker's Compensation Act or similar statutes or provisions;
- (iii) by or on behalf of Contractor Party Employees for Claims asserting discrimination, harassment, retaliation, or any other Claim based on an alleged employer-employee relationship (including such Claims arising out of allegedly intentional and unlawful conduct);
- (iv) by or on behalf of third parties arising out of any alleged infringement or misappropriation of any Intellectual Property of such third parties in connection with Contractor's performance or delivery of the Work or any Contractor Deliverables or Company's use thereof. In addition, if Contractor's performance under this Contract or Company's use of any of the Work or the Contractor Deliverables is held to constitute infringement or misappropriation of a third party's Intellectual Property and/or such performance or use is enjoined, then, as promptly as practicable, Contractor at its expense shall (x) use its best efforts to procure for Company a license to use the allegedly infringing or misappropriated

item or service or part thereof on terms no more restrictive than those contained in this Contract; (y) if the result described in (x) above is not possible, even after the use of Contractor's best efforts, then Contractor shall use its best efforts to modify the allegedly infringing or misappropriated item or service so as not to infringe any third party's Intellectual Property rights, provided that such modification results in the goods or services being equally suitable and functionally equivalent; and/or (z) if the results described in (x) and (y) above are not possible, even after the use of Contractor's best efforts, then Contractor shall provide Company with substitute or replacement items and/or services and a right to use the same, provided that such items and/or services shall (alone or in combination with the portion of the items and/or services not subject to the third party's Claim) perform in an equally suitable and functionally equivalent manner. In the event that Contractor is not able to accomplish any of (x), (y), or (z) above, then such failure shall constitute a material breach by Contractor hereunder entitling Company to exercise all rights and remedies in connection therewith (including the right to terminate this Contract upon written notice to Contractor and to require Contractor to refund a pro rata portion of any amounts paid by Company for the relevant items and/or services);

- (v) with respect to non-payment of any amounts due to any or all of the Subcontractors pursuant to any or all of the Subcontracts that are payable in connection with the Work;
- (vi) with respect to (u) Hazardous Materials brought onto the Site or any other area in which any portion of the Work is performed, by Contractor, any Subcontractor(s) or any Person for whom Contractor or any Subcontractor may be responsible, (v) Hazardous Materials generated by Contractor or any Subcontractor(s) or any Person for whom Contractor or any Subcontractor may be responsible upon, at or from the Site, or any other area in which any portion of the Work is performed, (w) Hazardous Materials brought onto any portion of the Site or any other area in which any portion of the Work is performed by any Person (other than Company or Company's representatives or agents) if and when Contractor is responsible for securing such portion, due to failure to secure same properly, (x) Hazardous Materials existing on, under or from the Site or any other area in which any portion of the Work is performed, the presence or Environmental Release of which result from Contractor's, any Subcontractor's or any other person's or entity's for whom Contractor or any Subcontractor may be responsible negligent or otherwise wrongful handling, disturbance, transport, storage, disposal, aggravation or exacerbation of preexisting Hazardous Materials on, under or from the Site or any other area in which any portion of the Work is performed, even if such preexisting Hazardous Materials are not otherwise Contractor's responsibility and (y) each breach by Contractor, any Subcontractor or any Person for whom Contractor or any Subcontractor may be responsible of any obligation under this Contract relating to, for or by reason of Hazardous Materials and/or Applicable Permits and/or Applicable Laws relating to historic and/or cultural resources and/or geotechnical and/or environmental characteristics and/or conditions of the Site or any other area in which any portion of the Work is performed, including Applicable Laws relating to wetlands, waterways and/or protected species; and/or
- (vii) arising from or in any manner relating to any act or omission of any Contractor Party that results in, or causes in whole or in part, a breach or disclosure of data or information from Company's computer systems or systems of third parties on which Company's data and information, including customer information, is stored, unless such act or omission was expressly and specifically required pursuant to the Scope of Work and made in accordance with all of the terms and conditions of this Contract.

(b) Contractor's duty to defend arising under this Section 11 shall be with counsel reasonably acceptable to Company, and Contractor shall cause such counsel to consult with Company on all major decisions relating to Claims. Contractor shall not, without the prior written consent of each applicable Company Indemnitee, settle or compromise, or permit a default judgment or a consent to entry of any judgment with respect to, any Claim for which Contractor has indemnification obligations under this Contract, unless such settlement or compromise or judgment is solely for the payment of money and includes a full, unconditional release of each applicable Company Indemnitee with respect to all liability related to such Claim. Company reserves the right to defend itself at its own expense and, in the event that Contractor fails to timely assume or diligently conduct the defense of any Claim under this Section 11 or Company reasonably concludes that there may be legal defenses available to any Company Indemnitee which are different from or additional to, or inconsistent with, those available to any Contractor Party,

Company shall have the right to select up to one separate counsel to participate in such action or proceeding on its own behalf at Contractor's expense. Contractor's monetary obligations under this Section 11 shall not be limited to the amount of insurance coverage carried or required to be carried by Contractor under this Contract or limited in any way by any limitation on the amount or type of Damages, compensation or benefits payable by or for Contractor or any Subcontractor or Company or any of its Affiliates under any insurance policy or workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

(c) Contractor expressly acknowledges that the Parties are contractually allocating the risks described in Section 11(a) to Contractor. **It is the intent of Section 11(a) to absolve and protect Company from any and all Losses or Damages arising in whole or in part out of any alleged active, passive, or concurrent negligence, including gross negligence, of Company, Company Parties, or Company Indemnitees.** The defense and indemnity provided in this Section 11 shall survive the expiration or termination of this Contract, including to the extent third party liability arises after performance of this Contract.

12. **CFATS.** Contractor shall be responsible for complying with any applicable Department of Homeland Security ("DHS") Chemical Facility Anti-Terrorism Standards ("CFATS") requirements, codified at 6 C.F.R. Part 27, related to a Company property and/or facility. The DHS CFATS program regulates certain chemicals of interest ("COI") identified in Appendix A to CFATS, 6 C.F.R. Part 27, and imposes certain requirements on facilities that possess a COI. Contractor shall notify Company at least thirty (30) days in advance of any plans to bring any COI onto the relevant Company property and/or facility, and shall obtain Company's written approval prior to bringing any COI onto the relevant Company property and/or facility. If providing such notice and obtaining such approval is not possible within this time frame, Contractor shall notify Company as soon as reasonably possible, and in any event shall obtain Company's written approval prior to bringing any COI onto the relevant Company property and/or facility.

13. **OTHER REGULATORY COMPLIANCE PROVISIONS.**

(a) Contractor shall, and shall cause the other Contractor Parties to, unless specifically exempted by law, perform its obligations under this Contract in full compliance with all applicable equal employment opportunity and affirmative action requirements including, but not limited to, those relating to: (i) equal employment opportunity and non-segregated facilities; (ii) the utilization of minority business enterprises; (iii) Executive Order 11246, as amended and the implementing regulations at 41 CFR Part 60-1 et seq.; (iv) the Vietnam Era Readjustment Assistance Act of 1974, and the implementing regulations at 41 CFR Part 60-300; (v) the Rehabilitation Act of 1973 and the implementing regulations at 41 CFR 60-741 and other requirements relating to the employment of veterans and disabled persons, and all amendments thereto and all regulations, rules and orders issued thereunder; and (vi) the notification requirements established by 29 CFR Section 471, including displaying the required poster found at 29 CFR Section 471 Appendix A of Part A. **These laws, regulations and executive orders prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, national origin, religion, sex, sexual orientation or gender identity. Moreover, these laws, regulations and orders require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Moreover, these laws, regulations and executive orders prohibit unlawful harassment due to an individual's protected status (or statuses) and prohibit retaliation for engaging in protected conduct.**

(b) Contractor shall, and shall cause the other Contractor Parties to, perform their obligations under this Contract with respect to their employees in full compliance with all applicable wage and hour laws including, but not limited to, those laws relating to: (i) the payment of minimum wage; (ii) the payment of overtime; (iii) the maintenance of all required wage and hour records; and (iv) the payment of any other wages or benefits, including making such payments to their employees as required by all applicable wage payment laws.

(c) Contractor shall, and shall cause the other Contractor Parties to, perform their obligations under this Contract with respect to their employees in full compliance with all immigration laws including, but not limited to, the Immigration Reform and Control Act.

(d) Contractor shall, and shall cause the other Contractor Parties to, perform their obligations under this Contract with respect to their employees in full compliance with the Patient Protection and Affordable Care Act, and will be solely responsible for the shared responsibility obligations thereunder for their employees.

(e) Contractor shall use its best efforts to assure that Small, Small Disadvantaged and Women Owned Small Business Concerns ("**SSDWOSBCs**") are given equitable opportunity to compete for procurements resulting from this Contract. In this regard, Contractor shall comply with the requirements in 48 C.F.R. 52.219-8, which is

hereby incorporated by reference. Contractor shall also participate in the SSDWOSBCs set aside plan as required by 48 C.F.R. 52.219-9.

(f) On or before the fifth (5th) day of each calendar month, Contractor shall provide Company with a report detailing Contractor's spend during the previous month with diverse businesses in support of the Work. Contractor shall submit such reports to SPReporting@pplweb.com.

14. RECORDS AND INSPECTIONS. Contractor shall, and shall cause any Contractor Parties to, maintain books, records, accounts, documents and other information and accounting procedures and practices relating to this Contract and to each Individual Release and Authorization ("**Records**") sufficient to analyze Contractor's (and its Subcontractors') fees, charges, performance and compliance with this Contract. Contractor shall cause all Records to be retained for four (4) years after Final Acceptance of the Work under such Individual Release or Authorization. During the term of this Contract and for a period of one (1) year after Final Acceptance of the Work under the last Individual Release or Authorization issued hereunder, Company shall have the right to audit, or to have audited, and Contractor shall ensure Company's right to audit or have audited, Contractor's and each Subcontractor's books and records upon giving Contractor five (5) Business Days' notice in writing of Company's desire to do so; *provided, however*, that Company shall not have the right to audit Contractor's and each Subcontractor's books and records in connection with the internal composition of any compensation that is fixed in amount under or pursuant to any Individual Release or Authorization, except to the extent that any such compensation has any bearing with respect to (i) any claims brought by Contractor or Subcontractors for extra compensation or schedule relief and the amount of such claims depends in whole or in part on the internal composition of any such fixed amounts, (ii) any proceeding (including any civil, criminal or administrative proceeding or investigation) before any Governmental Authority in which Company is involved, (iii) any litigation brought by third parties (including Subcontractors) against Company and such internal composition of any fixed amounts is in Company's reasonable opinion necessary to defend against such litigation, (iv) regulatory compliance, standards or demands, or (v) Company's right to withhold payment under the Contract where such internal composition of any fixed amounts is necessary, in Company's reasonable opinion, to determine the amount of withholding.

15. ASSIGNMENT AND DELEGATION. Contractor shall not assign any of its rights or delegate its performance arising under or relating to all or any portion of this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, change in control, operation of law or any other manner, to any third party without the prior written consent of Company. Company may without Contractor's consent (i) assign all or any portion of its rights and/or delegate all or any portion of its obligations hereunder to any Affiliate or (ii) assign, pledge and/or grant a security interest in all or any portion of its rights and/or its obligations to any financing parties without Contractor's consent and, in the case of any such assignment or delegation to an Affiliate that is capable of performing Company's obligations hereunder, any such assignment and assumption shall, without any consent or other action being required of Contractor, release Company of all of its obligations hereunder effective upon the effective date of such assignment and assumption. Any assignment or delegation in violation of this Section 15 shall be null and void. This Contract is binding upon, and inures to the benefit of, Company and Contractor and their respective successors and permitted assigns.

16. CONSEQUENTIAL DAMAGES; LIABILITY LIMITATION.

(a) To the extent permitted by Applicable Laws, in no event shall either Party be responsible or liable to the other Party for any indirect, incidental, consequential, special, exemplary, or punitive damages, even if that Party has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy of any kind, under any contract, tort or other theory, arising out of or relating in any way to this Contract or its implementation.

(b) Irrespective of the legal theory (including negligence) pursued by Company, Contractor's total liability to Company (i) for any failure of Contractor to perform the Work in accordance with the standards or provisions of this Contract, or (ii) arising out of Contractor's performance of the Work under this Contract, shall be limited to the greater of (y) two times the Contract Price and (z) the Aggregated Contract Price ("**Liability Limitation**"). The provisions of this Section 16(b) do not apply to and shall not be construed in any way to limit, cap or reduce Contractor's obligations to complete the Work and perform its warranty obligations under this Contract.

(c) Notwithstanding anything to the contrary in the foregoing subsections (a) and (b), the limitations set forth therein shall not apply to (i) Contractor's indemnification obligations set forth in Section 11, (ii) Contractor's reimbursement obligations under this Contract, (iii) Losses incurred by Company as a result of breach of any confidentiality or intellectual property provisions of this Contract, (iv) Claims, Losses or Damages covered by any Contractor Party insurance, or (v) fraud, willful misconduct or gross negligence of one or more Contractor Parties.

17. INSURANCE.

(a) Contractor shall, and shall cause all Subcontractors (if any) to, at Contractor's sole cost as part of the Contract Price, purchase and maintain the minimum insurance coverages specified in this Section 17 and in Exhibit C ("**Required Coverages**"), and shall maintain such coverages in full force and effect through the expiration of the later of any Warranty Period and any Extended Warranty Period applicable under this Contract. All insurance shall be placed with insurance companies fully licensed to do business in the State where the Work is to be performed, and include all of the requirements set forth in this Section 17. The insurance companies must have an A.M. Best Insurance Rating of at least 'A-' or better and financial strength category of VIII or higher.

(b) Each insurance policy required hereunder (whether by Exhibit C or otherwise by this Contract), except Workers' Compensation/Employer's Liability, shall identify Company and its officers, directors and employees as additional insureds and shall include a waiver of subrogation in favor of the additional insureds. The insurance coverages afforded under the policies required hereunder shall (i) be primary and non-contributing with respect to any insurance carried independently by the additional insureds and (ii) indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests shall exist for all coverage provided thereunder.

(c) Concurrently with the execution of this Contract, Contractor shall provide Company with the following insurance documents evidencing the insurance required pursuant to this Section 17.

- (i) A certificate of insurance evidencing the required coverage to Company;
- (ii) Declarations pages of all insurance policies, including all endorsements required to be carried by Contractor;
- (iii) A schedule of underlying coverage on the excess/umbrella policy; and
- (iv) An endorsement adding Company as an additional insured on the primary and excess general liability policies.

(d) Contractor shall not commence Work hereunder until it has procured, and furnished Company with the documents required to be delivered under Section 17(c) and all insurance required under this Contract is in full force and effect in accordance herewith.

(e) Notwithstanding anything to the contrary contained in this Contract, Company shall neither have any obligation to insure against, nor be responsible for, any loss or damage to tools, Materials or other property of any kind owned, rented or leased by Contractor or any Subcontractors, or any of their respective employees, consultants or agents.

(f) The required coverages, provisions, and limitations of this Section 17 shall not limit Contractor's liability, and Company, at its discretion and upon notice to Contractor, may increase the minimum limits of coverage for those insurance policies that Contractor is required to maintain under this Contract.

18. TITLE.

(a) Title to all Contractor Deliverables, and all Intellectual Property therein, shall vest in Company on whichever is the earliest of:

- (i) the date on which such Contractor Deliverables are delivered to the applicable Site or Company;
- (ii) the date on which Company pays any monies in respect of such Contractor Deliverables;
- (iii) the occurrence of any event under any Applicable Law whereby title passes to Company; or
- (iv) the earlier of the date on which this Contract or the applicable Release or Authorization is terminated.

(b) Title to water, soil, rock, gravel, sand, minerals, timber and any other resources developed or obtained in the excavation or the performance by Contractor of the Work and the right to use said items or dispose of the same is, as between Contractor or Subcontractor and Company, hereby expressly vested in and reserved by Company; provided that, notwithstanding anything to the contrary, the status of title to such items shall not alter

Contractor's obligations and liabilities with respect to such items and/or any other resources, waste materials, conditions and/or Hazardous Materials for which Contractor is responsible or liable hereunder, including Contractor's obligations under this Contract to dispose of timber, soil, rock, gravel, sand, minerals, mud, waste materials, Hazardous Materials and other excavation or construction spoil materials in accordance with the terms of this Contract, including the Performance Standards. If Contractor wishes to use any such items for its own purposes, Contractor shall provide Company with a written request to so use such items. Company may, in its sole discretion, grant or withhold its consent for Contractor to use such items for Contractor's own purposes, including specifying the terms governing any such use.

(c) Title to all Company Provided Materials provided by or on behalf of Company shall remain vested in Company following delivery to Contractor.

19. CARE, CUSTODY AND CONTROL; RISK OF LOSS.

(a) Notwithstanding passage of title to Company, or retention by Company of title to Company Provided Materials, Contractor shall with respect to a Project or Work that is the subject of a Release and/or Authorization, continue to have care, custody and control of the portion of such Work and the Site applicable to the Work until Substantial Completion and thereafter of certain portions of such Work and the Site applicable to the Work as provided in this Section 19. Notwithstanding the foregoing, Company shall have the right, at any time, to request in writing that Contractor convey, and upon such written request Contractor shall convey, to Company or any Company nominee, care, custody and/or control of the Work or any portion thereof or any or all Materials utilized in the Project.

(b) Upon Substantial Completion, Company shall take control of the Work and portion of the Site applicable to the Work, provided that Contractor shall continue to be responsible for the care of those portions of the Work and the Site in which it is carrying out any remaining obligations under this Contract. Company may take possession of, and use, partially completed parts of the Work prior to Substantial Completion by providing written notice thereof to Contractor and, in any such case, shall use commercially reasonable efforts to coordinate with Contractor in an effort to minimize any adverse impact on remaining Work. Such possession by Company shall not be deemed an acknowledgement of completion of said parts of the Work.

(c) Until the transfer of care, custody and control of the Work and the portion of the Site applicable to the Work to Company in accordance with this Section 19, and notwithstanding passage of title as provided in Section 18 of these General Terms and Conditions, Contractor shall bear the risk of loss and full responsibility for the costs of replacement, repair or reconstruction resulting from any damage to or loss or destruction of (i) the Work or any portion thereof, (ii) Materials that are purchased for permanent installation in or for use during performance of the Work, or (iii) any Company Provided Materials from the time they are delivered by Company, or picked up by Contractor, for permanent installation in or for use during performance of the Work. Without prejudice to Contractor's indemnity and warranty obligations hereunder, after the transfer of care, custody and control of the applicable portion of the Work and the applicable Site to Company in accordance with this Section 19, Company shall bear all risk of loss and full responsibility for repair, replacement or reconstruction with respect to any loss of or damage or destruction to the Work that occurs after such transfer of control, unless such loss or damage is a result of a Defect or an act or omission of Contractor, any Subcontractor or any of their respective employees or agents, in which case Contractor shall be responsible.

20. STORAGE. At each Site, Contractor shall provide secure and appropriate inventory control and storage (in accordance with the Performance Standards, and the applicable Scope of Work) for all Materials (whether provided by Company or by Contractor), either on the Site where the completed Work will be located or, with Company's prior written permission, in a secure location and properly tagged and identified for use in connection with the Work and segregated from other materials. Furthermore, Contractor shall provide, in accordance with the Performance Standards and the applicable Scope of Work, for the procurement, storage, transport and/or disposal of, as appropriate, all soil, gravel, timber, rock, mud, waste materials, other excavation or construction spoil materials, Hazardous Materials and other items required for, generated from or by reason of, performance of the Work.

21. INSPECTION, ACCESS AND MONITORING RIGHTS; CORRECTION OF NON-CONFORMITIES.

(a) Contractor shall perform all inspection, monitoring, testing, expediting, traffic services and quality and compliance surveillance and associated reporting required for performance of the Work in accordance with the terms of this Contract, including the Performance Standards. On the basis of such inspections, Contractor shall keep Company continuously informed of the progress and quality of all Work and any remedial action necessary, advisable and/or being taken to remedy any non-conformity or other issues. Company and its agents, representatives and insurers shall have the right at all times to have immediate access to and to inspect, monitor and test, and to attend

any inspections and testing of, the Work, wherever located and at any stage of completion, and Contractor agrees to provide such access and to accommodate such inspection, monitoring and testing rights. Contractor shall provide Company with reasonable advance written notice of all tests and inspections relating to the Work which it or its Subcontractors plan to conduct and shall reconfirm the intention to conduct such tests and inspections at least two (2) Business Days prior to the performance thereof. In the event that Contractor fails to provide Company any notice required pursuant to this Section 21(a) or to give Company, its agents, representatives or insurers the opportunity to inspect or test any of the Work as required hereunder, then upon Company's written request at any time before Final Acceptance for such Work, Contractor shall remove, uncover or disassemble such portions of the Work as may be required to enable Company or its representatives, agents or insurers to perform such inspection or testing. After such inspection or testing, Contractor shall restore said portions of the Work to the standards required by this Contract and the applicable Release and/or Authorization. Contractor shall be solely responsible for, and shall promptly pay (directly, by offset, or by collection on any Required Credit Support, at Company's sole discretion) when due, any and all costs (whether incurred by Contractor or Company or a third party for whose costs either is responsible) relating to such removal, uncovering or disassembly, and the subsequent replacement, reassembly and restoration of the Work.

(b) If any inspection or testing by or for Company, its insurers or their agents, or by or for Contractor or any Subcontractor, reveals any non-compliance with this Contract or any other Defect, then upon written notice from Company, Contractor shall promptly correct all such Work at Contractor's sole cost. If Contractor fails to initiate correction of such Work within five (5) days of Company's notification thereof or thereafter fails to diligently pursue correction of the such Work, then Company may correct (or cause any third party to correct) such Work at Contractor's sole cost, and Contractor agrees to promptly reimburse Company within thirty (30) days of invoice for all costs and expenses of correcting such Work. Company's exercise of its rights under this Section 21(b) is without prejudice to any other rights or remedies Company may have, and Company's correction of such Work shall not relieve Contractor of any of its obligations under this Contract. The costs incurred by or on behalf of Company in performing any or all such corrections may, at Company's election in its sole discretion, be set-off against any sum(s) due to Contractor under this Contract or paid by collection on any Required Credit Support.

22. WITHHOLDING RIGHTS; SET-OFF RIGHTS.

(a) In addition to Company's right to withhold Retention and any disputed amounts set forth in any invoice, Company may, without prejudice to any other rights available to it under this Contract, at law or in equity, withhold payment on a request for payment or a portion thereof, or receive payment under any Required Credit Support, in an amount and to such extent as may be reasonably necessary to protect Company from loss, cost or liability (whether contingent or accrued) due to (a) any unremedied Defect, (b) damage to property caused by Contractor or any Subcontractor to the extent not covered by proceeds actually received by Company from insurance required to be maintained by Contractor hereunder, (c) any payment previously made to Contractor that was not properly due and payable pursuant to this Contract, (d) any liability for which any Company Indemnitee is entitled to indemnity by Contractor pursuant to this Contract, (e) the occurrence of a Contractor Event of Default, (f) any breach by Contractor of any term or provision of this Contract, (g) any Late Completion Payments or Late Document Delivery Payments that Contractor owes, (h) any other costs or liabilities which Company has incurred or will incur for which Contractor is responsible hereunder and/or (i) Liens on all or a portion of the Work, any Site or a Project that are filed by Contractor or any Subcontractor or any other person or entity acting through or under any of them, and/or (j) any payment demand, refund request or claim Company has against Contractor.

(b) Company may at any time and from time to time deduct and set-off against any sum (or portion thereof) due or to become due to Contractor under this Contract any amount or amounts (or portion thereof) due from Contractor to Company under or in connection with this Contract.

23. SUSPENSION. In the event of a Contractor Event of Default, Company may, in addition to its other rights and remedies hereunder or available at law or in equity, instruct Contractor and/or its Subcontractors to suspend, in which case Contractor shall and shall cause such Subcontractors to suspend in accordance with such instructions, all or any portion of the Work without any price or schedule relief until such Contractor Event of Default ceases or is cured or for such shorter period of time as Company may instruct. In addition, Company may at any time elect to suspend completion of all or part of the Work by written notice to Contractor effective on the date specified therein. Upon the effective date of such instruction or notice, Contractor shall stop (and cause its Subcontractors to stop) performance of the Work that Company has elected to suspend for such period as Company may require. If the Work is partially suspended, Contractor shall continue to execute the unsuspended Work. Work suspended pursuant to this Section 23 shall be recommenced by Contractor as promptly as practicable following receipt of written notice from Company to recommence the suspended Work. In the event of a suspension of the

Work pursuant to this Section 23 other than a suspension due to an act or omission of Contractor or any of its Subcontractors, Contractor shall be entitled to submit a Contractor Change Request to adjust the Contract Schedule and/or Contract Price and/or Contractor's Estimated Budget, as appropriate, in accordance with Section 36. Contractor shall mitigate to the fullest extent possible any additional costs and expenses to be borne by Company as a result of suspension of the Work. During any suspension, Contractor shall properly protect and secure the suspended Work in accordance with Good Industry Practices and in such a manner as Company may reasonably require; and unless otherwise instructed by Company, Contractor shall maintain its staff, employees and key Subcontractor personnel on or near the applicable Site and otherwise be ready to proceed expeditiously with the Work upon receipt of Company's further instructions.

24. LIEN WAIVER. In consideration of each payment hereunder (other than the final payment), Contractor shall deliver to Company: (i) a partial lien waiver and release executed by Contractor substantially in the form attached hereto as Exhibit L.1, and (ii) partial lien waivers and releases from each Subcontractor having Subcontracts in excess of \$25,000 that performed any portion of the Work for which payment is sought, substantially in the form attached hereto as Exhibit L.2. In consideration of the final payment hereunder or in consideration of each Subcontractor's final payment from Contractor under its Subcontract, as applicable, and as a concurrent condition to Final Acceptance or to final payment following any earlier termination of the Work, Contractor shall deliver to Company: (i) a final lien waiver and release executed by Contractor substantially in the form attached hereto as Exhibit L.3 and (ii) final lien waivers and releases from each Subcontractor having Subcontracts in excess of \$25,000, substantially in the form attached hereto as Exhibit L.4. Each such lien waiver and release shall be in form and substance acceptable to Company and shall release Company from all Claims that Contractor or such Subcontractor, as applicable, has or may have in connection with the Work, the applicable Project, the applicable Site or on account of performance under this Contract and shall waive and release and quit claim all Liens with respect to the Work, the applicable Site or the corresponding Project or any other real or personal property or fixtures relating thereto (each such lien waiver and release, a "**Contractor Release and Waiver**" or a "**Subcontractor Release and Waiver**", as applicable).

25. SITE-CLEANUP AND DISPOSAL.

(a) Contractor shall perform a daily Site clean-up as needed to keep the Site and adjacent areas free from accumulation of waste materials, rubbish and other debris resulting from performance of the Work and dispose of such waste materials, rubbish and other debris on or off the Site in accordance with the Scope of Work and all Applicable Laws and all Applicable Permits.

(b) No later than thirty (30) days following Substantial Completion, and in no event later the Final Acceptance, Contractor shall cause the removal from the Site of all Contractor Party property and disposal, in accordance with the terms of this Contract, including all Performance Standards, of all waste materials and other debris, as well as all tools, equipment, materials, supplies, machinery and surplus Materials to which Company does not hold title, and shall leave the Site in a neat, clean and usable condition.

(c) In the event that Company believes Contractor has failed to perform its clean-up and waste disposal obligations set out in this Section 25, Company may itself, or may engage another contractor to, perform such clean-up and waste disposal activities at Contractor's cost and, at Company's election, Contractor shall reimburse Company directly for the cost and expense thereof or Company may, in its sole discretion, offset such costs and expenses from any payment then or thereafter due to Contractor. The exercise by Company of any of the rights granted under this Section 25 shall not relieve Contractor of its obligations under this Contract and all Applicable Laws and all Applicable Permits.

26. BACKGROUND CHECKS. Contractor authorizes Company to conduct any and all background checks and all reference checks and to make other background inquiries as Company deems necessary in connection with the performance, qualifications, and/or capability of Contractor, Subcontractors and/or persons and entities now or hereafter employed by Contractor or any Subcontractor in connection with the Work, as permitted by Applicable Laws.

27. REQUIRED CREDIT SUPPORT.

(a) Contractor shall provide to Company all Required Credit Support prior to commencement of the Work (or, in the case of the Warranty L/C, prior to, and as a condition precedent to, Substantial Completion) and shall maintain all Required Credit Support until (i) in the case of the Parent Guarantee, the indefeasible payment and full performance of all Contractor obligations under the Contract and (ii) in the case of the Performance L/C, Substantial Completion and (iii) in the case of the Warranty L/C, the expiration of the later of any Warranty Period and any Extended Warranty Period applicable under this Contract. Contractor shall timely pay any and all costs, fees,

premiums and other amounts required for Contractor to provide, maintain and otherwise meet its obligations under this Contract in respect of any Required Credit Support. Contractor shall provide Company such financial statements and other financial information as may be reasonably requested by Company from time to time.

(b) The occurrence of one or more of the following events, acts or conditions shall be a "**Contractor Credit Trigger Event**":

- (i) if a Parent Guarantee has been issued and is in full force and effect, (i) a Downgrade Event occurs with respect to Parent, (ii) as of the end of any fiscal quarter of Parent, the Tangible Net Worth of Parent has decreased by ten percent (10%) or more as compared to the Tangible Net Worth of Parent as of the end of any of the three (3) preceding fiscal quarters of Parent, or (iii) Parent repudiates or fails to timely perform any of its obligations under the Parent Guarantee; or
- (ii) if no Parent Guarantee has been issued or such Parent Guarantee is no longer in full force and effect, (i) a Downgrade Event occurs with respect to Contractor, (ii) as of the end of any fiscal quarter of Contractor, the Tangible Net Worth of Contractor has decreased by ten percent (10%) or more as compared to the Tangible Net Worth of Contractor as of the end of any of the three (3) preceding fiscal quarters of Contractor, or (iii) Contractor repudiates or fails to timely perform any of its obligations under the Contract.

(c) In the event of a Contractor Credit Trigger Event, Company shall have the right by notice to Contractor to require Contractor, within two (2) Business Days of its receipt of such notice, to increase the amount of any existing letter of credit by an amount reasonably determined by Company or to have a Qualified Institution issue a new letter of credit in an amount reasonably determined by Company, in each case, in form and substance acceptable to Company.

28. **NO LIENS.** Should Contractor or any Subcontractor or any other person or entity acting through or under or by reason of Contractor or Subcontractor file a Lien against all or any portion of the Work or any Site or any Project, Contractor shall, at its sole cost and expense, remove and fully discharge, by payment, bond or otherwise, such Lien within ten (10) days of the initial filing of such Lien, regardless of whether such Lien has been recorded. If Contractor fails to remove and fully discharge any such Lien within such ten (10)-day period, then Company may, in its sole discretion, remove and discharge such Lien using whatever means that Company deems appropriate. In such circumstance, Contractor shall be liable to Company for all Damages incurred by Company arising out of or relating to such removal and discharge. Contractor shall pay (directly, by offset, or by collection on any Required Credit Support, at Company's sole discretion) all such Damages no later than thirty (30) days after receipt of each invoice from Company.

29. **TERMINATION COMPENSATION IN SPECIFIED CIRCUMSTANCES.** In the event of termination pursuant to Section 30(f) or for Company convenience pursuant to Section 7(a), Company shall, subject to Company's withholding and set-off rights in this Contract and otherwise by statute, at law or in equity, within sixty (60) days of its receipt of documentation sufficient to enable Company to verify Contractor's performance of the applicable Work and all items constituting Termination Compensation (which documentation shall, at a minimum, group items referred to in clauses (ii), (iii) and (iv) below by appropriate category in a manner and with sufficient information to enable Company to readily understand and verify such items, including each such item's incurrence, purpose, reasonableness and necessity) pay to Contractor the following: (i) payment for all terminated Work (x) completed in accordance with this Contract prior to the termination effective date or (y) partially completed in accordance with this Contract prior to the termination effective date to the extent that such partially completed Work is usable by Company if Company continues with the applicable Project, which payment shall be determined based on the percentage of work complete in accordance with the Payment Milestones to the extent that such Work is compensable on a fixed price basis or, if compensable on a time and materials or unit price basis in accordance with the applicable rates then in place with respect to such Work; (ii) solely in the event that such termination is for Company's convenience, Contractor's reasonable, actual and necessary documented costs incurred following such termination in connection with the Demobilization of resources due to such termination of such Work; (iii) reasonable, actual and necessary documented costs incurred by Contractor in connection with items procured by Contractor but not delivered to the Site prior to the termination effective date of such Work, provided such items are delivered to Company at the Site with all documents and instruments necessary to transfer title to Company; and (iv) reasonable, actual and necessary documented costs incurred by Contractor for cancellation of Materials procured from Subcontractors prior to the termination effective date of such Work; provided that Contractor shall mitigate all costs and expenses for which Company would be responsible under this Section 29 and provided further that in no event shall Contractor or any Subcontractor be entitled to receive any amount for unabsorbed costs, contingency, risk or anticipatory profit or any

other type of profit or overhead for Work not performed. The amounts set forth in clauses (i), (ii), (iii) and (iv), in the aggregate and without duplication of costs common to more than one of such clauses, shall be the "**Termination Compensation**"; provided that Termination Compensation shall in no event include any profit or overhead on costs incurred after the termination effective date. Company's payment obligation with respect to any Termination Compensation shall also be subject to the conditions precedent in Section 3(b) and to the furnishing of an original duly executed copy of the Contractor Release and Waiver and each applicable Subcontractor Release and Waiver (the date of each of which is concurrent with the date of receipt of Termination Compensation). Contractor shall bear the burden to prove the completion or partial completion of the terminated Work and to prove that each item for which it requests payment pursuant to clause (ii), (iii) and/or (iv) of this Section 29 constitutes a reasonable, actual and necessary documented cost and otherwise complies with each of the requirements of such clause(s). Payment of the Termination Compensation shall be the sole and exclusive liability of Company, and the sole and exclusive remedy of Contractor, with respect to termination pursuant to Section 30(f) or for Company convenience pursuant to Section 7(a). Company shall have no liability whatsoever to Contractor with respect to termination of any Work for convenience prior to the authorized commencement date for such Work.

30. FORCE MAJEURE EVENTS.

(a) Subject to clause (b) of this Section 30, as used in this Contract, a "**Force Majeure Event**" means any earthquake, volcanic eruption, landslide, flood (provided that the flooding shall reach or exceed the 100-year flood level; otherwise flooding shall not be eligible to constitute a Force Majeure Event), hurricane, cyclone, tornado or other catastrophic natural disaster; epidemic or plague; fire, explosion or radioactive or chemical contamination; and war, hostilities, blockade, act of terrorism, sabotage, civil disturbances, riot, revolution, or insurrection, that in each case:

- (i) is beyond the reasonable control of the Affected Party and its subcontractors or its other contractors and was not promoted, requested or caused by the Affected Party or any of its subcontractors or other contractors;
- (ii) is without fault or negligence on the part of the Affected Party or its subcontractors or other contractors and is not the direct or indirect result of a breach by the Affected Party or its subcontractors or its other contractors of any of its obligations hereunder;
- (iii) could not have been (including by reasonable anticipation) avoided or overcome by the Affected Party or its subcontractors or its other contractors acting in a timely, reasonable, diligent and prudent manner; and
- (iv) directly prevents or delays the Affected Party in its performance of all (or part) of its obligations under this Contract.

The Parties agree that where Company is the Affected Party, any subcontractors or other contractors referenced in this Section 30(a) shall not include any Contractor Parties.

(b) Notwithstanding anything to the contrary in the foregoing and for the avoidance of doubt, the following shall not constitute Force Majeure Events:

- (i) late or interrupted delivery of, or failure of, any Contractor Party's tools, machinery, equipment, spare parts or consumables or Materials, except to the extent caused by any event or circumstance that would otherwise qualify as a Force Majeure Event;
- (ii) non-performance or delay in performance by any Contractor Party unless such non-performance or delay is caused directly by a Force Majeure Event;
- (iii) any failure by any Contractor Party to comply with, obtain and/or maintain an Applicable Permit or to ascertain adequate or complete knowledge or understanding of any Site, any Project or any off-Site conditions;
- (iv) boycotts, strikes, lockouts, other industrial disturbances or unavailability of, or with respect to, laborers or Contractor Parties, or collective bargaining agreements of any Contractor Party;
- (v) boycotts, strikes, lockouts, or other industrial disturbances with respect to Company or Company Parties, or collective bargaining agreement of Company or any Company Party;

- (vi) the failure of any Contractor Party to engage appropriately qualified subcontractors or personnel or an adequate number of personnel for the performance of the relevant tasks;
- (vii) wear and tear or random flaws in Materials or any Contractor Party's tools, equipment or machinery or breakdown in or degradation of any Contractor Party's tools, equipment or machinery, except to the extent caused by any event or circumstance that would otherwise qualify as a Force Majeure Event; or
- (viii) economic hardship, labor unavailability; any changes in costs, prices, market conditions or wage rates; any inability or failure to pay money; or any inability to raise financing.

(c) The burden of proof as to whether a Force Majeure Event has occurred shall be upon the Party claiming that such Force Majeure Event has occurred.

(d) If a Party is rendered wholly or partially unable to perform its obligations under this Contract with respect to a Project or Work that is the subject of an Individual Release or Authorization because of a Force Majeure Event, that Party (the "**Affected Party**") shall be entitled, in the case of Contractor, to submit a Contractor Change Request to adjust the Contract Schedule for the performance of the Work that is affected or, in the case of Company, to an extension of time for performance of the affected obligation, in each case to the extent so affected with respect to such Project, and in the case of Contractor, after applying any float in the applicable Contract Schedule; provided that:

- (i) the Affected Party gives the other Party prompt (and in any event within two (2) Business Days from the time of occurrence) written notice describing the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of the Affected Party's obligations under the applicable Individual Statement or Authorization, and continues to furnish timely regular reports to the other Party with respect thereto;
- (ii) in the case of Contractor, such delay prevents the performance of Work that is on the critical path of the affected Contract Schedule and causes Contractor to be delayed in achieving any applicable Milestone by its Guaranteed Completion Date, but only if Contractor is unable to proceed with other portions of the Work so as to avoid delay in the achievement of such Guaranteed Completion Date;
- (iii) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event and the Affected Party shall continue to perform all of its obligations hereunder that are not impaired by the Force Majeure Event;
- (iv) the Affected Party shall exercise all reasonable efforts to mitigate or cure the effect of the Force Majeure Event (and the affected performance shall not be excused for any inability to perform to the extent that it could have been avoided by using such reasonable efforts); and
- (v) when the Affected Party is able to resume performance of all or any portion of its obligations suspended pursuant to this Section 30(d), it shall give the other Party written notice to that effect and shall promptly resume such performance.

For the avoidance of doubt, the Parties agree that a Force Majeure Event shall only entitle an Affected Party to suspend its performance with respect to the relevant Work affected by the Force Majeure Event (subject to the terms and conditions of this Section), and a Force Majeure Event shall not permit an Affected Party to suspend its performance with respect to any Work that is not affected by the Force Majeure Event pursuant to the terms and conditions of this Section.

(e) The Parties agree that Contractor's sole remedy for any delay caused by a Force Majeure Event shall be an adjustment to the affected Contract Schedule, pursuant to a Change Order issued in accordance with the terms and conditions of this Contract by Company in good faith exercising reasonable discretion.

(f) If either Party is unable to perform all or a material part of its obligations under this Contract due to a consecutive Force Majeure Event for a period of more than sixty (60) days, then Company shall be entitled to terminate this Contract by written notice to Contractor. Immediately upon receipt of such notice, Contractor shall stop

(and shall cause its Subcontractors to stop) performance of the Work and shall immediately order and commence Demobilization with regard to all Work.

31. CONDITIONS PRECEDENT TO SUBSTANTIAL COMPLETION. Substantial Completion for a Project or the Work that is the subject of an Individual Release or Authorization shall be achieved upon satisfaction of each of the following conditions and written acceptance by Company of a notice of Substantial Completion in the form attached hereto as Exhibit M.1 executed by Contractor certifying satisfaction of each of the following conditions with respect to such Project or the Work that is the subject of an Individual Release or Authorization ("**Substantial Completion**"):

- (i) Contractor has completed all of the Work contemplated in the Contract and the applicable Individual Release or Authorization and satisfied all obligations applicable to the Work other than obligations that are expressly stated to be carried out after Substantial Completion (such as the Punch List Items); the Project has successfully completed all factory acceptance tests and all commissioning, inspection and testing requirements, including Asset Commissioning for the Project and has successfully completed all required PJM testing and is fully compliant with all PJM requirements for the Project to be placed in service without restrictions of any kind;
- (ii) Contractor has provided all documentation and training required for the Project to be placed in service;
- (iii) the Project is free from any defect and capable of operation in a full, safe and reliable manner in accordance with all PJM requirements, Applicable Laws, Applicable Permits and Good Industry Practices;
- (iv) Contractor has paid to Company all Late Completion Payments and all Late Document Delivery Payments that have accrued as of the date of achievement of Substantial Completion;
- (v) Contractor has provided Company with the Warranty L/C in the amount of five percent (5%) of the Contract Price;
- (vi) Contractor has provided Company with copies of all Contractor Permits and associated approvals required to be obtained by Contractor, which Contractor Permits shall be in full force and effect and neither subject to (i) any legal proceeding or any unsatisfied condition that could reasonably be expected to result in material modification or revocation to any such Contractor Permit, nor (ii) under appeal, nor (iii) subject to any appeal period available under Applicable Law; and
- (vii) Contractor has fulfilled each other condition precedent to Substantial Completion, if any, set forth in the applicable Individual Release or Authorization.

32. PUNCH LIST. Not later than fourteen (14) days prior to the achievement of Substantial Completion, Contractor shall provide Company with a list of Punch List Items that Contractor considers to be existing at such date. Prior to achievement of Substantial Completion, the Parties shall use reasonable efforts to agree on the Punch List, which shall include the reasonable cost to complete each Punch List Item. If such agreement cannot be reached by Substantial Completion, the Punch List shall be determined by Company. Company shall withhold two times the cost to complete each Punch List Item from any payments due Contractor pending completion of said Punch List Item. Contractor shall be entitled to invoice Company monthly for the amount withheld for each completed Punch List Item when it has been completed by Contractor and confirmed in writing by Company to have been completed satisfactorily. Contractor shall diligently pursue the completion of the Punch List Items with minimal interference to operation of the Project and shall complete all such items within a reasonable timeframe but in any event no later than thirty (30) days after Substantial Completion. If Contractor fails to complete a Punch List Item within such timeframe, Company may utilize the amount withheld hereunder, collect on any Required Credit Support and/or complete or engage another contractor to complete such Punch List Item, and in each case Contractor shall be liable for the cost of such completion.

33. CONDITIONS PRECEDENT TO FINAL ACCEPTANCE. Final Acceptance of the applicable Work shall be achieved upon satisfaction of each of the following conditions and written acceptance by Company of a notice of Final Acceptance executed by Contractor in the form attached hereto as Exhibit M.2 certifying satisfaction of each of the following conditions with respect to such Work ("**Final Acceptance**"):

- (i) the Project has achieved and continues to meet all of the requirements for Substantial Completion;
- (ii) Contractor has completed all of Work, including all Punch List Items, Site clean-up obligations, and delivery of as-built Project Documents, and performed all of its obligations other than warranty obligations and any obligations that survive termination of this Contract;
- (iii) Contractor has paid to Company all Late Completion Payments and Late Document Delivery Payments payable under this Contract;
- (iv) Contractor has provided Company with an original duly executed copy of the Contractor Release and Waiver and each applicable Subcontractor Release and Waiver (the date of each of which is concurrent with the date of receipt of payment recited therein for the applicable Work);
- (v) Contractor has completed close out of all Contractor Permits, including completing any notices of termination (and submitting the same to Company) and closing out all agency findings and notices of violations, as applicable;
- (vi) Contractor has fulfilled each other condition precedent to Final Acceptance, if any, set forth in this Contract, the applicable Individual Release or Authorization;
- (vii) Contractor has provided Company with the Required Credit Support applicable to the Work with respect to Contractor's obligations that remain in effect following Final Acceptance;
- (viii) Contractor has completed all actions under the Environmental Management Plan; and
- (ix) [Contractor has returned or destroyed all NERC CIP Assets and Information in compliance with the NERC Critical Infrastructure Standards and Exhibit T.]

34. COMPANY'S REPRESENTATIVE. Company may at any time designate by written notice to Contractor one or more a representatives (each, a "Company's Representative") who shall have complete authority to act on behalf of Company on all matters pertaining to the Work, including giving instructions and making changes with respect to the Work. Company may at any time designate by written notice to Contractor an independent firm to serve as a program manager to act as Company's authorized representative for purposes of administering, managing and enforcing this Contract with respect to all or any portion of the Work, including, without limitation, monitoring performance under the Contract, any or all General Releases and/or any or all Individual Releases and/or Authorizations, advising Company, keeping Company informed of the progress of the Work, communicating with Contractor, scheduling and conducting meetings, reviewing applications for payment, reviewing and advising Company with regard to changes and claims under this Contract, any or all Releases and/or any or all Individual

Releases and/or Authorizations, evaluating Contractor submittals and any deviation and substitution requests, and providing general coordination and assistance to Company (each such firm or individual, a “**Program Manager**”). At all times that a Program Manager is designated by Company with respect to all or any portion of the Work, (i) Contractor shall direct all correspondence and notifications with respect to such Work to Company’s Representative, if Company has designated Company’s Representative with respect to such Work, with a copy to Company and such Program Manager and (ii) such Program Manager shall have the right to issue all correspondence and notifications on behalf of Company. At all times that a Program Manager is not designated by Company, Contractor shall direct all correspondence and notifications with respect to such Work to Company’s Representative. Nothing contained in this Contract shall be construed to constitute any Program Manager as a partner, employee, legal representative or agent of Company or acting in any fiduciary capacity with respect to Company. Each Program Manager is retained only for the purposes and to the extent set forth in this Contract. Except with respect to the express powers of a Program Manager set forth herein, no Program Manager shall have the right, power or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of Company, or to enter into any agreement or undertaking for, or to act as or be an agent or legal representative of, or to otherwise bind, Company.

35. PROJECT MANAGER. Prior to the commencement of any Work under any Individual Release or, to the extent specified in any Authorization, under such Authorization, Contractor shall nominate an experienced and qualified Project manager (“**Project Manager**”) to Company with respect to such Work and provide Company with details of the Project Manager’s experience, credentials, contact details and background information for Company’s approval. The Project Manager shall plan, organize, direct, control and supervise Contractor’s efforts under the respective Individual Release or Authorization and this Contract, as well as review and report on the performance of all activities associated with the Work. The Project Manager shall have the authority to act on behalf of, and to bind, Contractor in connection with the applicable Individual Release or Authorization and this Contract and shall keep Company apprised of where he can be reached day and evening each day as well as his address and telephone number.

36. CHANGE ORDERS.

(a) Any Change to a Project Parameter (a “**Change**”) may only be authorized by a Change Order. “**Project Parameter**” means, with respect to Work that is the subject of an Individual Release or Authorization, the Scope of Work, the Contract Price, Contractor’s Estimated Budget, Guaranteed Completion Dates and/or Contract Schedule for such Work or any deadline, liability or obligation of Contractor related thereto. Any work outside the applicable Scope of Work performed by Contractor without it having received a Change Order shall be at Contractor’s sole risk and expense. Change Orders shall constitute the exclusive remedy to Contractor for any Changes. Contractor shall not be entitled to any Change Order relating to any correction of any Defect or any warranty Work. If there are two or more concurrent causes of delay with respect to any Project Parameter and any one of them is not an event or circumstance for which Contractor is entitled to compensation or extension hereunder, Contractor shall not be entitled to any delay-related compensation or extension referable to the period of concurrent delay. Any Change Order entered into pursuant to and in accordance with this Section 36 shall constitute a full and final settlement and accord and satisfaction of all effects of the Change as described in the Change Order upon the Project Parameters, including the cumulative impact of all previous or concurrent Changes, and shall be deemed to compensate Contractor fully for such Change. Contractor shall perform all Changes for which it receives a Change Order regardless of whether any adjustment to the Project Parameters has been agreed and notwithstanding any dispute or disagreement regarding the amount of any increase or decrease in Contractor’s costs or any extension or other modification, or lack thereof, in schedule or sequencing or any adjustment, or lack of adjustment, in the Project Parameters, but without limiting Contractor’s rights pursuant to Sections 48(j) and (k).

(b) If Company wants to make a Change, it shall submit a written request specifying the scope of such potential Change (a “**Company Change Request**”). Contractor shall review the Company Change Request and issue to Company a written notice setting out the impact, if any, on the Project Parameters of the Company Change Request within seven (7) days of receipt of any Company Change Request, in which case, within thirty (30) days of receipt of such notice, Company shall, if it wishes to proceed with the Change, issue a Change Order directing Contractor to perform the Change; provided, however, that if Company reasonably determines that performance of a Change is necessary prior to the completion of Contractor’s review of the Company Change Request, Company may direct Contractor to commence performance of the Change pending agreement of the impact on the Project Parameters of the Company Change Request.

(c) Contractor shall be entitled to submit a request for a Change Order (a “**Contractor Change Request**”) for each Contractor Change Event. The following events shall constitute Contractor Change Events, subject to Contractor’s obligation to use reasonable efforts to mitigate any impact thereof on the Project Parameters (each, a “**Contractor Change Event**”):

- (i) a suspension in the Work entitling Contractor to a Change Order pursuant to Section 23;
 - (ii) a Company Caused Delay;
 - (iii) to the extent permitted by Section 38(b) for geotechnical risk, by Section 38(d) for environmental risk and by Section 38(e) for Artifacts risk;
 - (iv) a change in Applicable Laws or Applicable Permits after the Effective Date that materially increases Contractor's cost or time for performance of the Work; and
 - (v) a Force Majeure Event, to the extent permitted by Section 38(d).
- (d) Each Contractor Change Request shall include details of:
- (i) the description of the changed Work to be performed and a schedule for its execution;
 - (ii) the effect such changed Work could be expected to have on any dates for performance by Contractor hereunder and Contractor's plans to mitigate such effects;
 - (iii) the effect such changed Work could be expected to have on the achievement of the Guaranteed Completion Dates and/or compliance with the Contract Schedule, including, in the event any such effect is expected, the Time Impact Analysis required under Section 3.1 of Exhibit E; and
 - (iv) Contractor's proposed adjustment to any Project Parameter, including the Contract Price and Guaranteed Completion Dates.

(e) To the extent that Contractor establishes entitlement to a Change Order due to a Contractor Change Event, Company shall issue a Change Order for the applicable Contractor Change Event within thirty (30) days of receipt from Contractor of a complete and fully substantiated Contractor Change Request. Contractor shall not be entitled to request a Contractor Change Request or receive a Change Order if it fails to (x) provide written notice to Company of the Contractor Change Event within seven (7) days after Contractor knew or should have known about such Contractor Change Event, or (y) submit a complete Contractor Change Request in accordance with the requirements of Section 36(d) within twenty one (21) days after Contractor knew or should have known about such Contractor Change Event.

(f) If and to the extent that a Contractor Change Event is preventing (or has prevented) Contractor from timely achieving any Guaranteed Completion Date (taking into account any float in the Contract Schedule and Contractor's obligations hereunder to mitigate any impacts of the change) and Contractor is unable to proceed with other portions of the Work so as not to cause a delay in the applicable Guaranteed Completion Date, then Contractor shall be entitled (subject to the other terms and conditions hereof) to submit a Contractor Change Request to adjust the applicable Guaranteed Completion Date by a number of days equal to the number of days by which Contractor demonstrates to Company's satisfaction that Contractor is (or has been) prevented from achieving such Guaranteed Completion Date resulting from such Contractor Change Event. If and to the extent that a Contractor Change Event other than a Force Majeure Event increases Contractor's costs of performing the Work, then Contractor shall be entitled (subject to the other terms and conditions hereof) to submit a Contractor Change Request to adjust the Contract Price to the extent that Contractor demonstrates to Company's satisfaction that such Contractor Change Event materially increases, net of any cost savings, Contractor's cost of performing the Work, to the extent allowed under this Section 36. The Parties agree that no compensation shall be payable to Contractor in respect of any Force Majeure Event or Change Order resulting therefrom.

(g) An adjustment to the Contract Price and/or Contractor's Estimated Budget, if any, resulting from a Change Order, unless otherwise agreed in writing by the Parties, shall (i) be an increase or decrease by an amount equal to Contractor's reasonable, actual and documented additional costs of performing the work required by such Change net of any cost savings and (ii) not include any profit or any overhead or administrative costs (the amount of such increase, the "**Net Additional Cost**"). If a Change Order results in a negative Net Additional Cost amount, the Contract Price shall be reduced by the amount of such net cost savings.

(h) Upon the issuance of a Change Order for a Change and completion by Contractor of such Change, Contractor shall provide Company an invoice for the Net Additional Cost set out in the Change Order. Company shall pay to Contractor (subject to Company's withholding and set-off rights hereunder) the amount of such Net Additional Cost in accordance with the payment schedule set forth in the applicable Change Order or, if no such schedule is set

forth, within the same time period as is specified in the penultimate sentence of Section 3(b) after Company's receipt of Contractor's proper invoice therefor.

(i) With respect to any Project being performed on a time and materials basis or a unit price basis, any reference in this Section 36 to an increase in the Contract Price shall be deemed to refer to an increase in Contractor's Estimated Budget unless such Project is subject to a not to exceed price ("NTE Price"), in which case any reference in this Section 36 to an increase in the Contract Price shall for purposes of such Project be deemed to refer to an increase in the NTE Price for such Project.

37. INSPECTION OF SITE. Contractor acknowledges that prior to the execution of each Individual Release or Authorization, Contractor (i) has been afforded ample opportunity to make a complete and careful examination of the Site that is the subject of such Individual Release or Authorization, and the surrounding areas, the Site Reports, documents, drawings, reference materials, specifications and other information set forth in this Contract and the applicable Individual Release or Authorization or otherwise furnished by or on behalf of Company to Contractor; (ii) has been afforded ample opportunity to make a complete and careful examination to determine the difficulties and hazards incident to the performance of the Work that is the subject of the applicable Individual Release or Authorization; and (iii) has determined to Contractor's satisfaction the nature and extent of such conditions, circumstances, difficulties, risks, contingencies cost-impacts and hazards. No failure on the part of Contractor to discover or foresee, or Company to have disclosed, any condition, circumstance difficulty, risk, contingency cost-impact or hazard, whether the same ought reasonably to have been discovered or foreseen or disclosed or not, or any delay occasioned by either Company or Contractor fulfilling its or their respective obligations with respect to conditions due to Hazardous Materials, shall entitle Contractor to an addition to any Contract Price or Contractor's Estimated Budget, extension of time, any additional payment or any claim for damages whatsoever or relieve Contractor of any obligation or liability hereunder. Unless otherwise specifically provided in the applicable Individual Release or Authorization, Contractor shall not, and shall not be entitled to, rely upon any survey, report or other document prepared by or on behalf of Company regarding any such matter as is referred to in this Section 37, and Company makes no representation or warranty as to the accuracy or completeness thereof and has no liability arising out of or in relation to any such survey, report or document or from any representation or statement therein contained, even if negligently or otherwise made.

38. SITE RISK ALLOCATION.

(a) The Contract Price or Contractor's Estimated Budget for the applicable Work is based on the geotechnical conditions as determined by Contractor pursuant to Section 37.

(b) If there is any geotechnical risk that is identified by Contractor to Company in writing which (i) is timely notified to Company within forty-eight (48) hours of when Contractor knew or should have known of such geotechnical risk, (ii) is in addition to the geotechnical risks identified in the Site Reports (if any) for the applicable Work, (iii) is not known or discoverable, and could not have been known or discovered, by Contractor or any Subcontractor from inspections and/or investigations performed, or that could have been performed by Contractor or any Subcontractor, at the applicable Site or other diligence conducted by, or information made available to, Contractor prior to the date of the applicable Individual Release or Authorization, (iv) is different from those that are ordinarily found to exist and generally recognized as inherent in construction of the character provided in the applicable Individual Release or Authorization and (v) has a material adverse impact on the applicable Contract Schedule or Contract Price or Contractor's Estimated Budget, Contractor shall, be entitled to submit a Contractor Change Request to adjust the applicable Contract Schedule, the applicable Contract Price and/or Contractor's Estimated Budget for the applicable Work, as appropriate, in accordance with Section 36.

(c) All geotechnical risks, other than those for which Contractor is entitled to, and in fact does, submit a Contractor Change Request in accordance with clause (b) above and Section 36 shall be borne by Contractor.

(d) The Parties agree that all environmental risk is and shall at all times be the responsibility of Contractor, including for waste materials, Hazardous Materials and pre-existing conditions; provided that, notwithstanding the foregoing, Contractor shall have no responsibility for currently known or hereafter discovered pre-existing conditions due to Hazardous Materials at the Site prior to the Effective Date unless, and then to the extent, (i) otherwise provided to the contrary in the Scope of Work or other provisions of this Contract or (ii) such conditions are aggravated or exacerbated by any Contractor Party. Contractor shall prevent and be liable for the Environmental Release of any Hazardous Materials at or from the Site or adjacent areas thereto or any other area where any Contractor Party performs the Work and/or the aggravation or exacerbation of any currently known or hereafter discovered pre-existing condition due to Hazardous Materials currently at the Site. Contractor shall provide for the secure, lawful and appropriate procurement, labeling, manifesting and reporting, on and off the Site, as appropriate, of and for all Hazardous Materials, including wastes, required for, used in, or generated from or by reason of,

performance of the Work; provided that notwithstanding the foregoing, Contractor shall have no responsibility for currently known or hereafter discovered pre-existing conditions due to Hazardous Materials at the Site prior to the Effective Date unless, and then to the extent, (i) otherwise provided to the contrary in the Scope of Work or other provisions of this Contract or (ii) such conditions are aggravated or exacerbated by any Contractor Party. Contractor shall notify Company of any Hazardous Materials generated from or by reason of the performance of the Work within the periods set forth in Exhibit N and Contractor shall reimburse Company for the cost of storage, transport, recycling and/or disposal of such Hazardous Materials. At least twenty-one (21) days prior to the scheduled or anticipated commencement of Work at the Site, Contractor shall prepare and implement a spill prevention plan (the "**Spill Prevention Plan**") acceptable to Company. Contractor shall keep a complete inventory with a safety data sheet for any Hazardous Materials that are brought onto the Site. Contractor shall provide Company with a copy of this inventory upon request. Contractor shall immediately notify Company of any spills, emissions or other Environmental Releases of Hazardous Materials that occur at the Site or any adjacent area thereto or in connection with the performance of the Work as well as the discovery of, or aggravation or exacerbation of, any and all pre-existing conditions due to Hazardous Materials at the Site. If subsequent to the date hereof any environmental risk borne by Company has a material adverse impact on the Contract Schedule or the Contract Price and is notified to Company within twenty-four (24) hours of when Contractor knew or should have known of such environmental risk, Contractor shall be entitled to submit a Contractor Change Request to adjust the applicable Contract Schedule, the applicable Contract Price and/or Contractor's Estimated Budget for the applicable Work, as appropriate, in accordance with Section 36.

(e) Artifacts found by Contractor or any Subcontractor but not immediately (and in any event within twenty-four (24) hours of their being found) reported by Contractor in writing to Company shall be at the risk of Contractor. As between the Parties, all other Artifacts risk shall be borne by Company. If subsequent to the date hereof any Artifacts risk borne by Company has a material adverse impact on the Contract Schedule or Contract Price or Contractor's Estimated Budget for the applicable Work and is notified to Company within twenty-four (24) hours of the Artifacts being found, Contractor shall be entitled to submit a Contractor Change Request to adjust the applicable Contract Schedule, the applicable Contract Price and/or Contractor's Estimated Budget for the applicable Work, as appropriate, in accordance with to Section 36.

39. ENVIRONMENTAL MANAGEMENT PLAN; ENVIRONMENTAL COMPLIANCE AND REPORTING; SAFETY DATA SHEETS; ETC.

(a) Contractor shall submit to Company for Company's review and approval a detailed environmental management plan specifically applicable to Contractor's (i) performance of the Work, (ii) monitoring of Subcontractor environmental activities, and (iii) verification of Subcontractor compliance with applicable environmental requirements, ("**Environmental Management Plan**"), which plan shall comply with Good Industry Practices, all Applicable Laws, all Applicable Permits, the Environmental Requirements and the requirements set forth in the Scope of Work. Contractor shall not commence any Work at the Site until Company has approved the Environmental Management Plan, and shall not permit Subcontractors to commence work at any Site until an environmental management plan applicable to their work has been approved by Company. Company may from time to time request reasonable changes to such environmental management plans, in which case Contractor shall comply (and cause each Subcontractor to comply) with such changes. The review, comment, approval or disapproval, or the lack of review, comment, approval or disapproval, by Company Parties with respect to environmental management plans (and any request of Company Parties for changes to be made thereto) shall not relieve or release Contractor from any of its duties, obligations or liabilities under this Contract, or result in any liability to or of any Company Party. Contractor shall instruct its personnel and Subcontractors' personnel in the requirements of the Environmental Management Plan. Contractor shall ensure, and shall be wholly responsible for ensuring, that it and each of its Subcontractors at all times comply with the Environmental Management Plan and that the Work complies with, and is performed in accordance with, the Environmental Management Plan.

(b) Contractor shall comply, and cause all Contractor Parties to comply, with Company's Contractor Environmental Requirements ("**Environmental Requirements**"), as updated from time to time, the current version of which is attached as Exhibit N. Contractor shall be responsible for reviewing and complying with any changes to the Environmental Requirements published from time to time by or on behalf of Company.

(c) Pursuant to OSHA 29 C.F.R. 1910.1200 Hazard Communication or any successor regulation and at least thirty (30) days prior to use or storage of any chemical at any Site, Contractor shall provide copies of safety data sheets to Company for chemicals which any Contractor Party intends to use in the Work at such Site. Contractor shall not bring any chemical on a Site without first obtaining Company's approval for use of such chemical. Contractor shall submit two (2) copies of such safety data sheets to Company (for purposes of placing one such copy in the applicable Site's hazard communication information center and submission of the other such copy to Company's Representative or other appropriate repository thereof). Contractor shall specify to Company in advance

the location(s) at which any chemical is to be used and the intended use of such chemical. Unless otherwise expressly provided in the applicable Individual Release or Authorization, Contractor shall remove all such chemicals from each Site prior to completion of the Work at such Site.

(d) Contractor shall immediately communicate all environmental incidents to Company and investigate such incidents. Contractor shall provide Company with a written preliminary report of each such investigation's findings within twenty-four (24) hours of each such incident's occurrence. Contractor shall provide a complete report of each such investigation's findings, root and contributing causes, corrective actions, and a copy of any supportive material utilized in the investigation (photographs, drawings, witness statements, Contractor's environmental documentation etc.) within ten (10) Business Days or such other time period as may be otherwise agreed by Company of each such incident's occurrence. Contractor shall take immediate corrective action, which corrective action shall include appropriate additions or modifications to the Environmental Management Plan. Contractor shall submit to Company a written recovery plan detailing what corrective actions Contractor will implement. Corrective action may include, but is not limited to, removal from any Site of any supervisor or employee not implementing or following the necessary environmental measures, increasing the amount of environmental training, removing environmental hazards and/or discontinuing unsafe or non-compliant practices. Contractor shall submit to Company by the close of business on the fifth (5th) Business Day of each month a report of Contractor's and each Subcontractor's environmental performance in connection with the Work for the previous month. Such report shall include: total work hours for all Work performed, environmental incident statistics and a brief review of environmental incidents for the period.

40. MONTHLY PROGRESS REPORTS. Contractor shall issue to Company on or before the fifth (5th) Business Day of each month from commencement of the Work through Final Acceptance a written monthly progress report ("**Monthly Progress Report**") in form and substance acceptable to Company containing all required information as set forth in the Scope of Work. In addition, Contractor shall keep detailed records appropriate to the progress of the Work and to the relative importance of different stages and processes relating to performance of the Work for review by Company upon request. Contractor shall conduct weekly conference calls, monthly meetings and such additional meetings as may be requested by Company and/or as set forth in the Scope of Work to keep Company fully informed as to the progress of the Work and issues related thereto (including any Defects) and the status of execution of plans to address the same, as well as on the projected dates for attainment of Milestones. The times and locations of the meetings and calls shall be specified by Company. If Company so requests, Contractor shall cause a representative of any Subcontractor to attend any such monthly or additional meetings.

41. LIQUIDATED DAMAGES. Contractor understands and agrees that time is of the essence in the performance of the Work and the provision of required documents and drawings to Company. Contractor shall perform (and cause the performance of) the Work in a timely manner and as required to comply with the Contract Schedule. Contractor guarantees to Company that (i) Substantial Completion shall be achieved on or before the Guaranteed Substantial Completion Date, and (ii) Final Acceptance shall be achieved on or before the Guaranteed Final Acceptance Date. Each date that Contractor guarantees to achieve pursuant to this Section 41 is referred to as a "**Guaranteed Completion Date.**" If any Milestone does not occur on or before its corresponding Guaranteed Completion Date, Contractor hereby agrees to pay to Company on a monthly basis as set forth in this Section 41 the amount per day set forth in Exhibit O in respect of any such failure as liquidated damages for each such day, from and after the Guaranteed Completion Date until such Milestone is achieved (any and all such damages, "**Delay Liquidated Damages**" and each such monthly payment, a "**Late Completion Payment**"). Company and Contractor hereby acknowledge and agree that the amount determined pursuant to this Section 41 for each Late Completion Payment is not a penalty, but a genuine and reasonable estimation of the loss and damage that Company will incur resulting from delays in the event of Contractor's failure to achieve any Milestone by its corresponding Guaranteed Completion Date. The payment of any such Late Completion Payment hereunder shall not affect Company's other rights hereunder, except to collect damages for such delay to the extent such Late Completion Payment has been paid by Contractor. If Contractor does not deliver to Company any Project Documents identified in the Scope of Work as subject to Late Document Delivery Payments (each, a "**Guaranteed Project Document**") on or prior to the date set forth in the Scope of Work, Contractor shall pay to Company on a monthly basis the amount of \$[_____] per day per document in respect of each such failure (each such monthly payment, a "**Late Document Delivery Payment**"). Company and Contractor hereby acknowledge and agree that the amount determined pursuant to this Section 41 for each Late Document Delivery Payment is not a penalty, but a genuine and reasonable estimation of the loss and damage that Company will incur resulting from Contractor's failure to deliver the applicable document by its required delivery date under this Contract. The payment of any such Late Document Delivery Payment hereunder shall not affect Company's other rights hereunder, except to collect damages for such delay to the extent such Late Document Delivery Payment has been paid by Contractor. Notwithstanding the foregoing, if and to the extent that any or all of the Late Completion Payments or Late Document Delivery Payments payable hereunder are subsequently struck down, as a result of a challenge to enforceability by Contractor and not Company, as not representing a reasonable determination of Company's damages or otherwise prevented from being fully enforced as written, the balance of this

Section 41 and this Contract shall remain in full force and effect and Contractor shall thereafter be liable to Company for damages at law for delay in achieving any and all Milestones by their respective Guaranteed Completion Dates or delivering any and all documents under this Contract to the maximum extent permitted by Applicable Laws. Contractor shall pay each Late Completion Payment and each Late Document Delivery Payment monthly in arrears on the tenth (10th) day of each month, with the last such payment to be made on (to the extent not due earlier pursuant to this Section 41), and as a condition precedent to, Substantial Completion or Final Acceptance, as applicable. If Contractor fails to pay any Late Completion Payment or any Late Document Delivery Payment within such timeframe, Company shall have the right to draw on any Retention or collect on any Required Credit Support to collect any amount due.

42. REMEDIAL PLAN.

(a) If Company reasonably believes that Contractor will fail to achieve, or if Contractor fails to achieve, any Guaranteed Completion Date, Contractor shall, within five (5) Business Days of Company's request submit for Company's approval a remedial plan, which shall include an analysis of the root cause of the relevant failure and specify the corrective action Contractor shall take and the commencement date of such corrective action. The corrective action described in the remedial plan shall be undertaken at no change to the Contract Price for the applicable Work or to Contractor's Estimated Budget for the applicable Work and shall be designed to recover the applicable Contract Schedule with a reasonable probability of success and without a material risk of damaging or diminishing the performance or useful life of any of the Work.

(b) Upon the approval of the remedial plan by Company, Contractor shall promptly and diligently pursue completion of the remedial plan. Contractor shall provide a monthly report to Company no later than five (5) Business Days after the end of each calendar month during which Contractor carries out the remedial plan describing in reasonable detail the activities carried out. If Contractor is unable to recover the applicable Contract Schedule with the initial remedial plan, Contractor shall, within five (5) Business Days of Company's request, submit for Company's approval a new remedial plan.

43. ACCELERATION. Company may by written notice, and at no increase to the Contract Price or to Contractor's Estimated Budget for the applicable Work, require Contractor to accelerate the progress of the Work at any time that (i) Contractor has not performed all of the Work by the deadline for each Milestone required to have been met by such time and/or (ii) Contractor has advised Company that it anticipates that, or Company has reason to believe that, any Milestone will not be met by its Guaranteed Completion Date. Such acceleration measures that may be ordered by Company include, without limitation, Contractor's supplying (or causing one or more Subcontractors to supply) additional labor (including, but not limited to, overtime (including weekends), additional shifts and additional supervisors) and/or additional equipment.

44. PROJECT DOCUMENT SUBMISSIONS.

(a) Contractor shall submit to Company as they become available from time to time during their preparation and as such documents are completed, one (1) reproducible electronic copy and, at Company's request, up to five (5) hard copies, of all Project Documents.

(b) Where any Project Document is not produced and provided in the standard formats of MS Office, AutoCAD or Adobe Acrobat, Contractor shall provide Company with each software application required to enable Company to fully view and utilize such Project Document, and shall ensure that this use by Company of the software application is licensed or otherwise permitted by its licensor.

(c) All of the Project Documents shall be provided to Company for review, comment, approval or disapproval (as appropriate) in accordance with the timeframe specified in the Scope of Work or, if no such timeframe is specified, sufficiently in advance to afford Company adequate time to review, comment, approve or disapprove, as the case may be, such Project Documents without delaying timely execution of the Work.

(d) Company's lack of comments or proposed changes shall in no event constitute or be deemed to constitute an approval of such Project Documents or related Work. Contractor shall ensure and be responsible for the completeness, accuracy and quality of the Project Documents and the Work and for timely and adequately responding to and addressing any and all questions and comments of Company or any agent thereof. Company shall have no obligation to review, comment on, approve or disapprove partial or incomplete submittals.

(e) If Company returns any Project Document with comments or proposed changes:

- (i) then Contractor shall address the comments or proposed changes, amend such Project Document (as necessary) and re-submit to Company for further review, comment, approval or disapproval; and
- (ii) the process under this Section 44(e) shall be repeated (if necessary) until all of Company's comments or proposed changes, if any, are resolved to Company's satisfaction.

(f) The Project Documents, after all of Company's comments or proposed changes have been resolved to Company's satisfaction or following expiration of any timeframe specified in the Scope of Work for Company to so comment and propose changes in the event that Company has not disapproved of, or submitted any comments or requests for additional information with respect to, such Project Documents, and together with any Company Provided Documents, shall be the documents that Contractor uses to perform (or cause the performance of) the Work. In the event that there is a discrepancy, difference or ambiguity between the terms of this Contract and any such Project Document or any Company Provided Documents, the interpretation imposing the greater obligation on Contractor shall control. Due to the limited time for Company's review of Project Documents, Contractor's and/or its Subcontractors' expertise in the Work and Company's reliance on Contractor to prepare accurate, suitable and complete documents, Contractor recognizes and agrees that Company is not required or expected to make detailed reviews of Project Documents, but instead Company's review of Project Documents may be of only a general, cursory nature. Any review, comment, approval or disapproval given by Company under this Contract, or lack of review, comment, approval or disapproval with respect to any Project Document, shall not in any way be, or be deemed to be, an approval of any Work or Project Document not meeting the requirements of this Contract or limit or alter Contractor's obligation (or release Contractor from its obligation) to perform and complete the Work in strict accordance with the requirements of this Contract (including the specifications set forth in the Scope of Work) and to be liable for any failure thereof, as Contractor shall have the sole responsibility for performing the Work in accordance with this Contract. Notwithstanding any other exclusion or limitation of liability contained in this Contract, Company shall not be liable for any Damages, Losses, Claims, fines or penalties arising, whether directly or indirectly, from its conduct in this regard. Without limiting any of the foregoing provisions of this Section 44(f), Contractor shall submit by written request to Company, identifying itself in prominent bolded letters on the cover page and first page thereof as a "**Technical Variance Request**", any proposed deviation in any Project Document from the requirements of the Scope of Work, and specifically identifying in prominent bold typeface such proposed deviation and the current specifications in place with respect thereto. Contractor shall not use such Project Document to perform (or cause the performance of) all or any portion of the Work without the prior written approval of Company (which may be granted or withheld in Company's sole discretion).

45. AS-BUILT DOCUMENTS. Within thirty (30) days after Substantial Completion (or, if earlier, within thirty (30) days of the effective date of termination), Contractor shall furnish Company with "as built" Project Documents reflecting the Work as actually constructed, including without limitation an "as built" survey illustrating the established building setback lines, if any, and the location of the Work on the Site and within any established boundaries and setback lines. Contractor shall commence preparation of the said "as built" Project Documents before the Substantial Completion Date. Contractor shall provide Company with five (5) hardcopy sets of the "as built" Project Documents and five (5) reproducible electronic copies in native, electronic format, of the same sets.

46. REVIEW OF COMPANY PROVIDED DOCUMENTS. Contractor shall review all documents designated as "Company Provided Documents" in the Scope of Work, and advise Company, in writing, to the extent such reviews reveal any constructability or maintainability issues or any portion of the Company Provided Documents that Contractor believes is defective or does not conform to any Applicable Law, any Applicable Permit or Good Industry Practices. To the extent that Contractor's reviews of Company Provided Documents reveal any constructability or maintainability issues or any portion of the Company Provided Documents that Contractor believes is defective or does not conform to any Applicable Law, any Applicable Permit or Good Industry Practices, Contractor shall so notify Company within forty-eight (48) hours of when Contractor knew of such issue, defect or non-conformance. Contractor shall review and verify that Company Provided Documents prepared or delivered after Contractor's reviews (and any revisions thereto necessary to resolve any issue, defect or non-conformance for which Contractor timely notified Company as set forth above), are complete and ready for construction of the relevant portion of the Work in accordance with the standards of performance applicable to the Work under this Contract, and Contractor shall adopt and accept such without further recourse to Company. Company shall have no liability for issues, defects or non-conformities in Company Provided Documents for which Contractor has not provided timely notice in accordance with this Section 46.

47. OPTIONAL WORK. If Company elects to have Contractor perform any of the optional work set forth in Exhibit F ("**Optional Work**") in accordance with the terms of this Section 47, Contractor shall diligently, duly and properly perform and complete such Optional Work as part of the Work in accordance with and subject to the

terms of this Contract. Company may, at any time on or before the number of days set forth in Exhibit F following issuance by Company to Contractor of the Notice to Proceed, by written notice to Contractor, exercise any of the Optional Work set forth in Exhibit F. Except for any corresponding increase or decrease (as appropriate) in the Contract Price by the amount set forth in Exhibit F, Contractor shall not be entitled to any additional payment or any adjustment to the dates for performance of the Work as a result of Company's election to include any Optional Work in accordance with this Section 47.

48. MISCELLANEOUS.

(a) Means and Methods. Any provisions of this Contract which may appear to give Company the right to direct or control Contractor as to details of performing the Work that are not otherwise addressed in this Contract, or to exercise any measure of control over the Work, shall be deemed to mean that Contractor shall follow the desires of Company in the results of the Work only and not in the manner, means or methods by which the Work is to be accomplished, and Contractor shall have the complete right, obligation and authoritative control over the Work as to the manner, means and methods as to how to perform the Work.

(b) Notices. Any notice required or permitted to be given by Contractor to Company hereunder shall be in writing and shall be addressed to:

PPL Electric Utilities Corporation
Two North Ninth Street
Allentown, PA 18101
Attention: [●]
Telephone No.: [●]
Fax No. : [●]
Email: [●]

and any notice required or permitted to be given by Company to Contractor hereunder shall be in writing and shall be addressed to the following address:

[●]
Attention: [●]
Telephone No.: [●]
Fax No. : [●]
Email: [●•]

All notices under this Section 48(b) shall be delivered in person to the receiving Party or shall be sent via reputable next Business Day express courier service or transmitted by facsimile to the receiving Party's facsimile number. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served the next Business Day after the same shall have been delivered to the relevant courier, and any notice so given by facsimile transmission shall be deemed to have been served on transmission and receipt of confirmation of successful transmission during normal business hours of the recipient. As proof of such service it shall be sufficient to produce a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee or an activity report of the sender's facsimile machine showing the confirmation of successful transmission. The Parties, by like notice in writing, may designate, from time to time, another address or office to which notices may be given pursuant to this Contract.

(c) General Meaning. References in this Contract to any Applicable Law shall be deemed to include a reference to that Applicable Law as amended, extended, consolidated or replaced from time to time (whether before, on or after the date of this Contract). The meanings specified in this Contract are applicable to both the singular and plural. As used in this Contract, the terms "herein," "herewith," "hereunder" and "hereof" are references to this Contract taken as a whole (including each Release and Authorization), and the terms "include," "includes" and "including" mean "including, without limitation," or variant thereof. Unless expressly stated otherwise, each reference in these General Terms and Conditions to an Article or Section shall be a reference to an Article or Section contained in these General Terms and Conditions, and each reference in these General Terms and Conditions to an Exhibit shall be a reference to an Exhibit attached to these General Terms and Conditions.

(d) Amendments. No change, amendment or modification of any of the provisions of this Contract will be binding unless in writing that identifies itself as an amendment to this Contract and is executed by each of the Parties.

(e) Entire Agreement. This Contract (including these General Terms and Conditions and the Releases executed under and Authorizations issued pursuant to these General Terms and Conditions) constitutes the final agreement between the Parties and is the complete and exclusive expression of the Parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Contract are expressly merged into and superseded by this Contract. Any language on Contractor's invoices or other preprinted Contractor forms shall not modify the terms of this Contract and shall not be enforceable against Company.

(f) Enforceability. The Parties desire that the rights and obligations set forth herein be enforced to the maximum extent permitted by applicable law. If any provision of this Contract or its application to either Party or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application of that provision to the other Party or to other circumstances is not affected and is to be enforced to the fullest extent permitted by applicable law, provided that such enforcement does not materially change the underlying business arrangement.

(g) Survival. All provisions of this Contract that are expressly or by implication to come into effect or continue in effect after the expiration or termination of this Contract, including, without limitation, the provisions of Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 25, 27, 28, 29, 37, 38(d), 38(e), 39, 41, 44, 46 and 48 of these General Terms and Conditions and all indemnity obligations, all insurance obligations (through the expiration of the later of any Warranty Period and any Extended Warranty Period applicable under this Contract, all representations and warranties, all warranty obligations, all confidentiality obligations, and all obligations to comply with Applicable Laws and all other requirements set forth in this Contract in performing those obligations that survive expiration or termination of this Contract, shall survive termination or expiration of (i) this Contract, (ii) the applicable Release, (iii) the applicable Authorization, and/or (iv) all or any portion of the applicable Work.

(h) No Waiver. It is understood and agreed that any delay, waiver or omission by Company or Contractor to exercise any right or power arising from any breach or default by Contractor or Company in any of the terms of, or either Party's failure to satisfy any conditions of, this Contract shall not be construed to be a waiver by Company or Contractor of any subsequent breach or default by the other Party or of any subsequent failure by the other Party to satisfy any condition.

(i) Mutuality. The Parties agree that each of them fully participated in, and was adequately represented by counsel in the negotiation and preparation of, this Contract. In the event of an ambiguity or other necessity for interpretation of this Contract, this Contract shall not be construed in favor of or against either Party as a consequence of the other Party having had a greater role in the preparation of this Contract.

(j) Good Faith Negotiations. If at any time any question, dispute or difference shall arise between Company and Contractor in relation to this Contract or in any way connected therewith, the Parties shall endeavor to resolve the same amicably through negotiations undertaken in good faith. In no event shall this Section 48(j) be construed to limit either Party's right to take, or omit to take, any action or to exercise any rights or remedies under, or arising out of, this Contract.

(k) Applicable Law-Forum-Jury Waiver. All matters arising under or relating to this Contract shall be governed by the laws of the Commonwealth of Pennsylvania, notwithstanding conflicts of law rules. Contractor shall bring any legal action or proceeding arising out of or relating to this Contract in any federal court sitting in the Eastern District of the Commonwealth of Pennsylvania; provided, however, that if such federal court does not have jurisdiction over such action or proceeding, such action or proceeding shall be heard and determined exclusively in any Pennsylvania state court sitting in Northampton County or Lehigh County. Contractor consents to the exclusive jurisdiction of such courts for the purpose of all legal actions and proceedings arising out of or relating to this Contract. Each Party waives, to the fullest extent permitted by law, any objection that it may now or later have to the laying of venue as provided in this Section 48(k) and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of, under or relating to this Contract or any transaction contemplated hereby. This waiver applies to any action or legal proceeding, whether in contract, tort or otherwise.

(l) Time is of the Essence. Time is of the essence in the performance of this Contract.

(m) Counterparts Electronic Signatures. This Contract may be executed in one or more counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Contract. Each Party agrees that the electronic signatures of the Parties included in this Contract are intended to authenticate

this writing and to have the same force and effect as manual signatures. An electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the Pennsylvania Uniform Electronic Transactions Act (73 Pa. Stat. Ann. § 2260.101 et seq.), as amended from time to time.

(n) Third Party Rights. Nothing contained in this Contract shall be construed or interpreted in any manner whatsoever as conferring any rights of any nature upon any person or entity not a party to this Contract other than Company's Affiliates.

(o) Order of Precedence. This Contract and the Exhibits shall, insofar as possible, be interpreted consistently. In case of conflict, the order of precedence shall be as follows: (1) the main body of this Contract, and (2) the Exhibits to this Contract.

(p) Severability. The provisions of this Contract are severable, and if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Contract shall remain in full force and effect without regard to the fact that one or several provisions of this Contract may be determined from time to time to be illegal or unenforceable; provided, however, that the intention and essence of this Contract may still be accomplished and satisfied. Any and all liabilities of Company and/or its Affiliates under this Contract shall be several but not joint.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Contract to be executed by their duly authorized officers as of the date first above written.

PPL ELECTRIC UTILITIES CORPORATION

By: PPL EU SERVICES CORPORATION, its Agent

By: _____

Name: _____

Title: _____

INSERT LEGAL NAME OF CONTRACTOR IN ALL CAPS

By: _____

Name: _____

Title: _____

EXHIBIT A - FORM OF GENERAL RELEASE

This general release ("**General Release**") is made and entered into as of _____, 20__ by and between PPL Electric Utilities Corporation ("**Company**") and _____ ("**Contractor**").

WHEREAS, Company and Contractor have executed that certain Master Services Agreement (Contract No. [Insert]) dated as of _____, 201__ (the "**Master Services Agreement**") pursuant to which Company and Contractor agreed to certain provisions regarding Work to be performed by Contractor;

WHEREAS, Company desires to engage Contractor to perform the Work described in this General Release on the terms and conditions stated in the General Terms and Conditions and this General Release;

NOW, THEREFORE, Company and Contractor hereby agree as follows:

1. Contract. Capitalized terms used but not defined herein shall have the respective meanings given such terms in Section 1 of the Master Services Agreement. This General Release shall be governed by the terms and conditions of Sections 1 through 48, inclusive, of the Master Services Agreement (including all current and future Change Orders and amendments thereto, the "**General Terms and Conditions**"), as expressly modified or supplemented hereby, all of which are hereby incorporated herein.
2. Work. The Work to be performed by Contractor under this General Release from time to time as may be authorized from time to time by Company in its sole discretion pursuant hereto is described in the Scope of Work set forth in Exhibit 1 to this General Release (the "**SOW**"). [For the avoidance of doubt, no Work to be performed pursuant to the SOW shall be outside of the following region: .]
3. Authorization of Work. Company may from time to time in its sole discretion authorize Contractor in writing or orally to perform Work under this General Release within the SOW as so authorized, and Contractor agrees to perform such Work in accordance with each such Authorization and to be bound by each such Authorization, regardless of whether Company issues any such Authorization in writing or orally or in its sole discretion subsequently confirms any such Authorization in writing. Company and Contractor agree that any Work authorized by Company within the SOW shall, unless otherwise expressly agreed to in writing by Company and Contractor, be deemed to constitute Work authorized pursuant to this General Release.
4. Invoices. Contractor shall invoice the applicable regional billing office designated in the applicable Authorization or, if not so designated therein, as set forth in the *PPL Electric Utilities Contractor Invoicing & Accrual Requirements*, a copy of which Contractor acknowledges having received from Company. All invoices shall be issued in accordance with the Company's Invoicing Requirements set forth in Exhibit I to the Master Services Agreement.
5. Work Commencement and Contract Schedule. The Contract Schedule and commencement date for any Work under this General Release shall be as so authorized in the applicable Authorization by Company to Contractor or, to the extent not so authorized, Contractor shall commence and perform (or cause the commencement and performance of) such Work on or before the fifth Business Day following the issuance of the Applicable Authorization.
6. Contract in Full Force and Effect. As expressly modified or supplemented by this General Release, the General Terms and Conditions remain in full force and effect.
7. Counterparts. This General Release may be executed in one or more counterparts (or by combining facsimile and/or original signatures into one or more counterparts), each of which shall be an original, and all of which, when taken together, shall constitute but one and the same General Release. Execution and delivery of this General Release by exchange of facsimile or other electronically transmitted counterparts bearing the signature of a Party shall be equally as effective as delivery of a manually executed counterpart by such Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this General Release to be duly executed as of the day and year first above written by their duly authorized representatives, intending to be legally bound thereby.

COMPANY:

PPL ELECTRIC UTILITIES CORPORATION

By: PPL EU Services Corporation, its agent

By: _____
Name: _____
Title: _____

CONTRACTOR:

By: _____
Name: _____
Title: _____

Exhibit 1 – Scope of Work

EXHIBIT 1 to EXHIBIT A

SCOPE OF WORK

[To be inserted]

List Company Services

List Company Provided Materials

List Company Provided Drawings and Documents

Identify any Site reports including surveys

Identify any specific inventory control and storage requirements

Identify required contents of monthly report

Identify timeframe for Contractor delivery of Project Documents

Identify any required timeframe for Company review and comment on Project Documents

Identify any Project Documents subject to Late Document Delivery Payments and their due dates

Identify any required training or operations and maintenance manuals/documents to be provided by Contractor

EXHIBIT B - FORM OF INDIVIDUAL RELEASE

This individual release ("**Individual Release**") is made and entered into as of _____, 20__ by and between PPL Electric Utilities Corporation ("**Company**") and _____ ("**Contractor**").

WHEREAS, Company and Contractor have executed that certain Master Services Agreement (Contract No. [Insert]) dated as of _____, 20__ (the "**Master Services Agreement**") pursuant to which Company and Contractor agreed to certain provisions regarding Work to be performed by Contractor;

WHEREAS, Company desires to engage Contractor to perform the Work described in this Individual Release on the terms and conditions stated in the General Terms and Conditions and this Individual Release;

NOW, THEREFORE, Company and Contractor hereby agree as follows:

1. Contract. Capitalized terms used but not defined herein shall have the respective meanings given such terms in the Master Services Agreement. This Individual Release shall be governed by the terms and conditions of Sections 1 through 47 and Exhibit A through Exhibit T, inclusive, of the Master Services Agreement (including all current and future Change Orders and amendments thereto, the "**General Terms and Conditions**"), as expressly modified or supplemented hereby, all of which (except those, if any, expressly made inapplicable hereto by this Individual Release) are hereby incorporated herein.
2. Project. The Project that is the subject of this Individual Release is as follows: _____
3. Work. The Work to be performed by Contractor under this Individual Release is described in the Scope of Work set forth in Exhibit 1 to this Individual Release.
4. Contract Schedule. The Contract Schedule for the Work under this Individual Release, including each Guaranteed Completion Date, if applicable, is attached hereto as Exhibit 2.
5. Contract Price. As consideration for the full and complete performance of the Work and all taxes, fees, insurance premiums and all other costs and expenses (whether of the same or of a different nature from those enumerated) incurred in connection therewith and all of Contractor's other obligations under this Contract, Company shall pay Contractor as set forth below: [Check provision that applies]

_____ The compensation payable for all Work under this Individual Release shall be on a time and materials basis as set forth in Exhibit 3 hereto, subject to a NTE of \$[●].

_____ The compensation payable for all Work under this Individual Release shall be on a time and materials basis as set forth in Exhibit 3 hereto, subject to a GMP of \$[●].

_____ The compensation payable for all Work under this Individual Release shall be on a lump sum fixed price basis as set forth in Exhibit 3 hereto. The lump sum fixed price applicable to this Individual Release is \$[●], which shall only be subject to adjustment in accordance with Section 36 of the General Terms and Conditions.

6. Individual Release Manager: Company's designated manager for this Individual Release is: _____

7. Required Credit Support. The Required Credit Support for the Work pursuant to this Individual Release shall consist of the following checked type(s) of credit support:

___ Parent Guarantee

___ Performance L/C and Warranty L/C

If neither type of credit support is checked, the Parent Guarantee shall be required.

8. Plans. To the extent checked below, the following plans are required to be prepared:

_____ Contractor's H&S Plan

_____ Environmental Management Plan

_____ Other (as specified as follows: _____).

9. Commencement of the Work. Unless otherwise instructed in writing by Company, Contractor shall commence the performance of the Work under this Individual Release on the Business Day following the execution of this Individual Release. Company shall have the right to instruct Contractor to commence all or any portion of the Work pursuant to one or more instructions.
10. Key Personnel. The key personnel for the Work under this Individual Release shall be the following persons: None, unless specified.
11. Additional Terms. None, unless specified.
12. General Terms and Conditions in Full Force and Effect. As expressly modified or supplemented by this Individual Release, the General Terms and Conditions remain in full force and effect. To the extent of any express conflict between the General Terms and Conditions and this Individual Release, the General Terms and Conditions shall govern unless the terms of this Individual Release specifically state that it amends the provisions of the General Terms and Conditions.
13. Counterparts. This Individual Release may be executed in one or more counterparts (or by combining facsimile and/or original signatures into one or more counterparts), each of which shall be an original, and all of which, when taken together, shall constitute but one and the same Individual Release. Execution and delivery of this Individual Release by exchange of facsimile or other electronically transmitted counterparts bearing the signature of a Party shall be equally as effective as delivery of a manually executed counterpart by such Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Individual Release to be duly executed as of the day and year first above written by their duly authorized representatives, intending to be legally bound thereby.

COMPANY:

PPL ELECTRIC UTILITIES CORPORATION

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

- Exhibit 1 – Scope of Work
- Exhibit 2 – Contract Schedule & Guaranteed Completion Dates
- Exhibit 3 – Compensation & Payment Milestones

[SECTIONS TO BE SELECTED BY THE PARTIES AS MAY BE APPROPRIATE AND ADDED AS PART OF ADDITIONAL TERMS SECTION WITH APPROPRIATE NUMBERING AND RENUMBERING OF SUBSEQUENT SECTIONS]

[[11]. Consequences of Achieving or Failing to Achieve Minimum Performance Levels.

- (a) Minimum Performance Levels Achieved. In the event that the Work fails to achieve all of the Performance Guarantees designated as such in the Scope of Work or any other Exhibit hereto (the "**Performance Guarantees**"), as evidenced by the results of each of the tests set forth in the Scope of Work or any other Exhibit hereto to be performed to determine whether the Work meets the Performance Guarantees (the "**Performance Tests**"), by the Guaranteed Substantial Completion Date (as such date may be extended by Change Order as provided in the Contract) but meets all of the Minimum Performance Levels designated as such in the Scope of Work or any other Exhibit hereto (the "**Minimum Performance Levels**"), then, at Contractor's election, Contractor shall, with respect to each such Performance Guarantee not achieved: (i) pay (directly, by offset, or by collection on any Required Credit Support, at Company's sole discretion) to Company an amount calculated as set forth in Exhibit [] as liquidated damages for failure to achieve such Performance Guarantee (any such liquidated damages, "**Performance Liquidated Damages**"); or (ii) take corrective actions to achieve such Performance Guarantee; provided that, in the event such corrective actions do not result in the achievement of such Performance Guarantee within thirty (30) days, or such other period as Company and Contractor may agree in their sole discretion, after the Guaranteed Substantial Completion Date, then Contractor shall pay (directly, by offset, or by collection on any Required Credit Support at Company's sole discretion) to Company the applicable Performance Liquidated Damages. The Performance Liquidated Damages shall be calculated in accordance with Exhibit []. Performance Liquidated Damages are intended only to cover damages suffered by Company as a result of lost performance and shall not be deemed to cover the cost of completion of the Work or Damages resulting from any Defect or to limit Company's rights and remedies under the Contract other than with respect to seeking damages for such lost performance. Notwithstanding anything in the Contract to the contrary, Final Acceptance shall not occur until completion of all curative Work pursuant to this Section, and achievement of all other requirements required for Final Acceptance under the Contract. Contractor's liability under this Section shall be in addition to any Delay Liquidated Damages owed under the Contract.
- (b) Minimum Performance Levels Not Achieved. In the event that the Work fails to achieve all of the Minimum Performance Levels, as evidenced by the Performance Test results, by the Guaranteed Substantial Completion Date, then (i) Substantial Completion shall not occur and (ii) the provisions of Section [insert reference to Liquidated Damages Section] shall apply. In addition to the foregoing, Contractor shall diligently endeavor for a period of thirty (30) days (or such other period as Company and Contractor may agree in their sole discretion) commencing on the date on which the Work or component thereof was shown, through the Performance Tests, to have failed to achieve one or more of the Minimum Performance Levels (such correction period, the "**Minimum Performance Level Correction Period**") to correct the Work to enable the Work to achieve all of the Minimum Performance Levels and otherwise achieve Substantial Completion. If the Work has not achieved all of the Minimum Performance Levels and Substantial Completion by the termination of the Minimum Performance Level Correction Period, then Company may, in its sole discretion, either (i) grant Contractor a second thirty (30)-day (or such other period as Company and Contractor may agree in their sole discretion) correction period under the same terms and conditions as the Minimum Performance Level Correction Period, including the application of Section [insert reference to Liquidated Damages Section]; or (ii) treat such failure as a Contractor Event of Default. In the event that Company elects to treat such failure as a Contractor Event of Default at the end of either thirty (30)-day (or such other period as Company and Contractor may have agreed in their sole discretion) correction period or if the Work has not achieved all of the Minimum Performance Levels and Substantial Completion by the expiration of the second thirty (30)-day (or such other period as Company and Contractor may have agreed in their sole discretion) correction period, should Company elect that option, Company shall be entitled to any and all damages, costs, losses, expenses and remedies to which Company is entitled pursuant to the Contract in the event of a Contractor Event of Default. If, on the other hand, the Work has achieved all of the Minimum Performance Levels and Substantial Completion during the Minimum Performance Level Correction Period (or during the second thirty (30)-day (or such other period as Company and Contractor may have agreed in their sole discretion) correction period, should Company elect that option), then Contractor shall be liable to Company for all other Damages to which Company is entitled under the Contract, including those under Section [insert reference to Liquidated Damages Section]. During any Minimum Performance Level Correction Period, Company shall provide Contractor with access to the Work sufficient to perform its curative Work under the Contract, so long as such access does not unreasonably interfere with operation of the Site and subject to any security or safety requirements of Company. Contractor shall provide at least one (1) week's notice to Company if performance of the curative Work will

interfere with operation of the Site, in which case Company may place reasonable limitations on Contractor's access to the Work such that performance of the Work will minimize disruption to Company's operations and loss of revenue resulting from performance of such Work.]

[[11.] Rock Change Order.

- (a) Notwithstanding Section 37 of the General Terms and Conditions, if in the course of performing drilling or excavation Work (i) Contractor encounters [_____] ⁴ ("Rock") at depths shallower than indicated for the location of such Rock in the applicable Site Report(s), and (ii) the presence of such Rock at such depth and location is immediately notified to Company and confirmed by Company at such depth and location, then, subject to the invoicing and netting provisions of Section 36(g) of the General Terms and Conditions, following confirmation by Company of the presence of such Rock, Contractor shall be entitled to submit a claim for a Change Order pursuant to Section 36 of the General Terms and Conditions for an increase in the Contract Price/Contractor's Estimated Budget in the amount determined in accordance with the provisions of Exhibit [] to this Individual Release governing Contract Price increases for the increased costs of the Work resulting from the presence of Rock in such circumstances (the amount of any such increase in Contract Price/Contractor's Estimated Budget, the "**Rock Encounter Increase Amount**"), but in no event shall Contractor be entitled to any adjustment in the Contract Schedule due to the presence of such Rock and in no event shall Contractor be entitled to submit a Contractor Change Request pursuant to Section 38(b) of the General Terms and Conditions with respect to any Rock encounter.
- (b) If in the course of performing drilling or excavation Work, Contractor encounters Rock at depths deeper than indicated for the location of such Rock in the applicable Site Report(s), Contractor shall immediately notify Company and obtain confirmation by Company of the presence of such Rock at such depth and location. In such circumstances, the Parties shall promptly calculate the amount of the credit due Company in accordance with the provisions of Exhibit [_____] to this Individual Release governing Contract Price/Contractor's Estimated Budget credits for the decreased costs of the Work resulting from the presence of Rock in such circumstances (each such amount, a "**Rock Encounter Credit Amount**") which Contractor shall apply against any and all Rock Encounter Increase Amounts applicable to the same monthly period. Notwithstanding anything to the contrary, Contractor shall only be entitled to, and Company shall only be obligated to issue, a Contractor Change Request in accordance with Section 36 of the General Terms and Conditions relating to a Rock encounter to which Contractor is entitled under this Section [12] once per month following its receipt of a proper invoice for such Contractor Change Request submitted in accordance herewith. In such invoice, Contractor shall aggregate all Rock Encounter Credit Amounts for the previous month and credit such sum against the aggregate amount of Rock Encounter Increase Amounts for such previous month. Payment of any such invoice shall be subject to the terms and conditions set forth in Section 3 of the General Terms and Conditions.]

⁴ Insert description of what constitutes "Rock" in the context of the Project covered by the applicable Individual Release.

EXHIBIT C - REQUIRED INSURANCE COVERAGES

INSURANCE

The insurance coverages required of Contractor and each Subcontractor shall be written on an occurrence basis (with the exception of Pollution Liability). Deductibles of applicable liability insurance policies shall be at levels that are reasonable and customary in the construction industry, and Company reserves the right to request deductible information from Contractor and any Subcontractors as needed.

Prior to performing any Work and thereafter promptly following each request by Company at any time from the Effective Date through the expiration of the later of any Warranty Period and any Extended Warranty Period applicable under this Contract, Contractor shall furnish to Company a certificate of insurance, the declarations page and all endorsements acceptable to Company evidencing the Required Coverages. If any or all of the insurance policies required hereunder would otherwise expire during the term of this Contract, Contractor shall renew, or cause the applicable Subcontractor to renew, as applicable, such insurance and provide renewal certificates of insurance to Company not later than ten (10) days prior to the applicable policy renewal date.

Contractor shall provide, and shall cause each Subcontractor to provide, immediate written notice to Company of any cancellation or termination of said insurance, and each of the required policies shall contain language that coverage is primary in all instances regardless of what, if any, like coverages are carried by Company. Contractor's liability under this Contract shall not be limited to the Required Coverages.

MINIMUM INSURANCE

	TYPE OF COVERAGE	COVERAGE REQUIRED
1.	Workers Compensation	Statutory
	Employer's Liability	\$1,000,000
2.	Commercial General Liability	
	Bodily Injury and Property Damage	\$2,000,000 General Aggregate

Including, but not limited to, the following with the same above limit of liability for Bodily Injury and Property Damage:

- (a) Contractual Liability
- (b) Products and Completed Operations
- (c) Broad Form Property Damage

The Commercial General Liability policy shall contain either by inclusion in the form or by separate endorsement the following coverages:

- Independent Contractors Liability;
- Waiver of subrogation in favor of the additional insureds;
- The policy shall be endorsed, via CG 20 10 11 85 or a substantial equivalent providing both Ongoing and Completed Operations, and products-completed operations (to be maintained through the expiration of the Warranty Period or Extended Warranty Period) and must include the following language:

Who is An Insured is amended to include as additional insureds the person or organization shown in the Schedule Company, Company Indemnitees, and Company Parties and their successors and assigns, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of "your work" for that insured by or for you.

- Contractor shall ensure that Company is included as an additional insured on the primary and excess/umbrella general liability policies.

Contractor shall ensure that the "other insurance" clause in its policies shall be modified so that Contractor's policy is primary and non-contributory to any of Company's valid and collectible policies. It is further understood and agreed that any policies maintained by Company or in Company's name or on its own behalf, shall be excess only over any valid and collectible insurance maintained by Contractor on its own behalf and on behalf of Company.

3. Comprehensive Vehicle Liability

Coverage shall include all owned, leased, hired or borrowed vehicles or automotive equipment when used in connection with performance of this Contract.

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
--------------------------------------	--------------------------------------

4. Professional Liability \$2,000,000 per claim

For any Work that includes any engineering, design or professional services for which professional liability insurance is available, Contractor shall obtain and maintain in full force and effect Professional Liability coverage on a claims made policy form.

5. Riggers Liability \$1,000,000 per Occurrence and
General Aggregate

Applicable if a crane is used. Coverage shall include, without limitation, a waiver of subrogation endorsement in favor of the additional insureds and appropriate endorsements to insure against physical loss or damage to property or equipment while rigging, hoisting, erecting, lowering, raising or moving of property or equipment. No boom collapse or overweight exclusions shall apply.

6. Umbrella / Excess Liability \$10,000,000 per Occurrence and
General Aggregate

An umbrella or excess liability policy written on an occurrence form to apply to all coverages outlined in Exhibit C, items 1, 2, 3 and if applicable, 5.

7. Pollution Liability \$5,000,000 per Occurrence

If applicable, coverage shall include, without limitation, a waiver of subrogation endorsement in favor of the additional insureds, and appropriate endorsements to insure for remediation, processing or transportation of hazardous materials. Coverage for bodily injury, property damage and cleanup coverage (including defense costs) arising from pollution conditions that result from Contractor or Subcontractors' operation. Policy shall be on a claims made policy form.

8. Builder's Risk or Installation Floater

Upon Company review and if determined necessary by Company for the Work, Company shall, or shall direct Contractor to, obtain and maintain, in full force and effect All Risk Builders Risk insurance or Installation Floater covering physical loss or damage to the applicable work for the benefit of Company, Contractor and Subcontractors (with a waiver of insurer's right of subrogation) performing work at the Site. Coverages shall be written on an all risk, replacement cost basis. Such insurance shall cover all work and property comprising the Work during construction, testing and commissioning (including hot commissioning) and any and all materials, equipment, machinery and property intended for the work during off-Site storage and inland transit. Off-Site storage and inland transit shall be written with limits commensurate with the respective values at risk. Such policy shall remain in full force and effect from the date of commencement of work on the Work and continue until such time as Substantial Completion has been achieved. Contractor shall be responsible for the payment of all policy deductibles, self-insured retentions and uninsured losses applicable to any All Risk Builders Risk insurance or Installation Floater claim arising from or in any manner relating to acts or omissions of any Contractor Party.

9. Cyber Liability \$10,000,000 per Occurrence and in the Aggregate

If applicable, coverage shall in the minimum include (i) liability arising from theft, dissemination, and/ or use of confidential information (a defined term including, but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, etc.) stored or transmitted in electronic form; (ii) network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure; and (iii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a computer system, network, or similar computer related property and the data, software, and programs thereon.

EXHIBIT D - SAFETY

EXHIBIT D.1 - SAFETY REQUIREMENTS

(a) Contractor's (and Contractor shall ensure that each Subcontractor's) work practices, training, materials and services covered by this Contract shall meet or exceed the Safety Requirements and all applicable safety standards, regulations and requirements of Applicable Laws, including those established and promulgated by the federal Occupational Safety and Health Administration ("OSHA"). Contractor shall provide all notices and comply with all Applicable Laws bearing on the safety of persons and/or protection of property or persons from damage, injury or loss in connection with the performance of the Work.

(b) Contractor shall ensure that all Contractor Party personnel at any Company-owned facility comply with Company's policy to park all vehicles so that their first move is forward except with respect to diagonal parking spaces.

(c) Contractor shall ensure that all Contractor Parties shall be, at a minimum, in compliance with any and all safety standards issued by any Governmental Authority (including the Pennsylvania Public Utility Commission) as well as in compliance with the requirements of this Contract, including Exhibit D.1 and Exhibit D.2.

(d) Contractor Parties shall not be permitted to use a cell phone in a vehicle or equipment that is in any gear other than park unless that phone is the only method of communication for signaling the operator of said vehicle or equipment. Phones may be available for emergency use only during work hours.

(e) Contractor Parties are not permitted to utilize headphones to listen to music or any other entertainment during work hours under any circumstance when on the Site.

(f) Contractor shall ensure that all tools, machinery, equipment, rigging and scaffolding used by any Contractor Party in performance of the Work shall be safe, serviceable, in good condition and fit for the purpose intended. Contractor agrees to replace any tool, machinery, equipment, rigging or scaffolding that in Company's judgment is unsafe or incapable of satisfactorily performing the Work. Contractor shall be responsible for initial and ongoing inspection and familiarization of its and each Subcontractor's employees with the safe use of any and all tools, machinery, equipment, rigging and scaffolding used or to be used in connection with the Work, including any and all PPL Tools.

(g) Contractor shall provide its employees with all necessary protective and safety equipment. Contractor is advised that Hazardous Materials such as asbestos or lead may be encountered.

(h) Contractor shall train all employees of Contractor and each Subcontractor who will be performing all or any portion of the Work in safety and health practices and to comply with the requirements of Contractor's H&S Plan, the Safety Requirements, all Applicable Laws, all Applicable Permits and Good Industry Practices and shall make available to Company proof of such compliance upon Company's request. Contractor shall retain and provide copies of training programs and training rosters to Company for its review at its request. Contractor shall at its own cost (except where all of the Work is being performed on a time and materials basis, in which case the applicable rate shall apply) designate to Company and maintain a qualified, experienced safety representative for all matters concerning Contractor Party work and safety programs relating to the Project. Such safety representative shall be full-time whenever: (a) Contractor and all Subcontractors, collectively, have twenty-five (25) or more workers on Site; (b) after a review of hazards associated with the Site and/or the Work to be performed, Company determines a full-time safety representative is needed; or (c) Company determines in its sole discretion that Contractor has failed to adequately manage safety at the Site, in which case such full-time safety representative shall even in the case where all of the Work is being performed on a time and materials basis be provided at no charge to Company. In addition, Contractor shall at all times at its own cost (except where all of the Work is being performed on a time and materials basis and in addition Company has not determined that Contractor has failed to adequately manage safety at the Site, in which case the applicable rate(s) shall apply) designate and maintain such additional qualified, experienced safety representatives (including, where appropriate, on a full-time basis) as are sufficient for ensuring compliance with the Safety Requirements. Whenever any Contractor Party personnel are at the Site performing physical, construction or construction-related Work, Contractor shall ensure that there is at least one Contractor Party employee serving in a supervisory capacity at, or near, the Site who is able to respond to issues in under one (1) hour, and who has completed an OSHA – Authorized, 30-Hour Construction Safety and Health Course.

(i) Contractor shall take all reasonable precautions for the safety of all Contractor and Subcontractor personnel engaged in the Work and all Contractor and Subcontractor personnel at the Site and shall continuously maintain (during the periods for which Contractor has care, custody and control of the Site or applicable portion thereof pursuant to Section 19) adequate protection of all of the Work, the Site and persons to prevent damage, injury or loss. Contractor shall at all times exercise due care with regard to all equipment, machinery and materials to prevent damage, loss or injury to persons and property and shall use such adequate protective devices, warning signs, crossover points and barriers as may be reasonably required or appropriate under the circumstances.

(j) Company shall have the right to monitor Contractor's and each Subcontractor's safety performance, work practices, tools, equipment and materials, including its compliance with any portion of Contractor's H&S Plan, the Safety Requirements, Applicable Laws, Applicable Permits, and Good Industry Practices. Company may, at any time and in its sole discretion, suspend all or any portion of the Work for safety-related reasons or require Contractor to take immediate, appropriate corrective action with respect to the cause of any

such suspension and/or any other safety issue in connection with the Work. Notwithstanding anything to the contrary, (x) neither such suspension nor such corrective action shall result in or entitle Contractor to any increase in the Contract Price or extension of the Contract Schedule and (y) Contractor, and not Company, shall be responsible for any health and safety issues at the Site and/or pertaining to the Work.

(k) Unless specifically instructed otherwise by Company, Contractor shall require all Contractor Party personnel, to wear all required PPE for Contractor's work scope but at a minimum must include:

- (i) Hard Hat,
- (ii) Safety Glasses,
- (iii) ANSI Z75 rated Safety Shoes/Boots (composite or steel toed),
- (iv) Hand protection (as required by job)
- (v) Minimum 4" sleeve on shirts
- (vi) Long Pants

(l) Contractor shall at all times enforce strict discipline and good order among Contractor Parties and shall not employ (or permit any Subcontractor to employ) any unfit person or anyone not skilled in the Work assigned.

(m) Contractor shall not permit the use or possession of any firearms, illegal drugs or alcohol by any Contractor Party at the Site, and Contractor shall immediately remove from the Site any Contractor Party who is under the influence of or in possession of any firearms, illegal drugs and/or alcohol. Contractor shall ensure that its and all of its Subcontractors' employees are physically and mentally fit and unimpaired by drugs or alcohol to perform the Work or applicable portions thereof.

(n) In any emergency affecting the safety of persons or property, Contractor shall act reasonably and as required to prevent threatened damage, loss or injury.

(o) Contractor shall immediately communicate all safety and health incidents to Company and investigate such incidents. Contractor shall provide Company with a written preliminary report of each such investigation's findings within twenty-four (24) hours of each such incident's occurrence. Contractor shall provide a complete report of each such investigation's findings, root and contributing causes, corrective actions, and a copy of any supportive material utilized in the investigation (photographs, drawings, witness statements, Contractor's safety or health documentation, etc.) within ten (10) Business Days or such other time period as may be otherwise agreed by Company of each such incident's occurrence. Contractor shall take immediate corrective action, which corrective action shall include appropriate additions or modifications to Contractor's H&S Plan or any other Contractor safety and/or health plans already in place. Contractor shall submit to Company a written recovery plan detailing what corrective actions Contractor will implement. Corrective action may include, but is not limited to, removal from the Site of any supervisor or employee not implementing or following the necessary safety or health measures, increasing the amount of employee safety or health training, removing safety or health hazards and/or discontinuing unsafe or non-compliant practices. Final Incident reports must be submitted in two (2) ways: (1) by following the applicable Company Incident Reporting Procedure; and (2) by submitting a Final Report into to the Contractor Safety Application Website ("CSA" or "CSafety").

(p) Contractor shall submit to Company by the close of business on the fifth (5th) Business Day of each month a report of the Contractor's and each Subcontractor's safety and health performance in connection with the Work for the previous month. Such report shall include, but not be limited to: total work hours for all Work performed, safety and health incident statistics and a brief review of safety and health incidents for the period. Contractor will enter this information utilizing the CSA or CSafety computer application. Contractor will receive training in how to use this application at Contractor onboarding.

(q) Contractor shall cause the Work to be performed in a safe and responsible manner and shall at all times monitor and report its safety and health performance incidence rates through the CSA (or CSafety Program) to Company in accordance with the requirements of this Contract and all applicable Governmental Authorities in accordance with all Applicable Laws while working on the Site. In the event that Contractor's safety performance and/or compliance do not meet any of the requirements set forth in this Exhibit D.1, Company may, without prejudice to its other rights and remedies hereunder, terminate this Contract for cause.

(r) From commencement of Work until Final Acceptance, Contractor shall diligently inspect all Work and Materials and conduct health and safety surveys of the Site to discover and determine any unsafe condition and as between Contractor and Company, Contractor shall be solely and exclusively responsible for the discovery, determination, and correction of any such condition. Without limiting any of the obligations of Contractor hereunder, including in respect of Contractor's H&S Plan, Company shall have the authority to resolve conflicts or issues regarding safety and health measures and practices at the Site and to review Contractor's safety and health measures throughout the performance of the Work for compliance with the Safety Requirements and Contractor's H&S Plan.

(s) Company reserves the right to monitor Contractor's compliance with the requirements of this Contract. Contractor shall immediately correct any unsafe conditions identified by Company. In the event that Contractor fails to immediately address such unsafe conditions, Company may (a) have the unsafe condition addressed at Contractor's expense, (b) direct that the Work be stopped in the area of the unsafe condition until the unsafe condition is addressed, (c) withhold payment until the unsafe condition is addressed and/or (d)

pursue any and all other remedies available to Company under this Contract, including those exercisable in the case of a Contractor Event of Default.

(t) Contractor waives the right to bring Claims against Company, Company's Representative or any of their respective employees, representatives or agents for any cause whatsoever because of any action taken or not taken relating to safety, security and/or health, including, but not limited to, the correction of unsafe conditions or work stoppages in connection with the requirements under this Contract, Contractor's H&S Plan, or any similar plan of any other contractor or Subcontractor.

(u) Contractor shall be held responsible for its Subcontractors' compliance with Contractor's H&S Plan, the Safety Requirements, and all Applicable Laws and all Applicable Permits. Contractor shall also furnish safety and health equipment and enforce the use of such equipment for its employees and the employees of its Subcontractors. Contractor shall retain, and, at Company's request, shall provide to Company for its review, copies of training programs and training rosters. Contractor shall remain solely and exclusively responsible for compliance with all safety and health requirements and for the safety of all persons and property of Contractor Parties at the Site and in connection with the Work and for all Site conditions and hazards created by any act or omission in connection with the Work of Contractor or any Subcontractor.

(v) Subject to Section (y)(ii) below, Contractor shall deliver, utilizing the CSA (CSafety program), its proposed Contractor's H&S Plan to Company for review and comment at least twenty-one (21) days prior to the scheduled or anticipated commencement of Work at the Site. Company may in its sole discretion provide any comments to Contractor regarding the proposed Contractor's H&S Plan at any time. Contractor shall diligently work with Company to resolve any such comments to Company's satisfaction and to reflect such resolution in Contractor's H&S Plan. No review or comment by Company or any agent or representative thereof, or failure of Company or any agent or representative thereof to review or comment on Contractor's H&S Plan, shall: (a) be deemed to constitute an approval of all or any portion of Contractor's H&S Plan, (b) impose any responsibility upon Company or any agent or representative thereof with respect to health and safety at the Site or for any Work, which shall be the sole responsibility of Contractor, or (c) relieve Contractor of any duties, liabilities or obligations under this Contract, Applicable Laws, Applicable Permits or otherwise or be construed as limiting in any manner Contractor's obligation to undertake any action that may be necessary or required to establish and maintain safe working conditions with respect to its Work. Contractor shall implement and maintain Contractor's H&S Plan.

(w) Contractor shall provide Company with copies of Safety Data Sheets (SDS) for chemicals they intend to use on the Project. Copies must be submitted prior to use and must be stored neatly at the jobsite for ready access. Contractor shall remove such chemicals from the Site prior to completion of the Work.

(x) The purpose of clauses (a) through (w) of this Exhibit D.1 is to define Contractor's safety and health responsibilities under this Contract in connection with the performance of the Work and with respect to the Site. Although Company may monitor Contractor's safety and health performance, may review safety and health performance with Contractor's safety contact person or personnel and may suspend the Work for safety-related reasons, these actions are for the primary purpose of protecting Company Indemnitee personnel and property. Contractor shall remain solely responsible for the safe performance of the Work pursuant to this Contract and the Parties agree that the provisions of this Exhibit D.1 and the other provisions of this Contract shall be interpreted and construed in a manner consistent with Contractor's status as an independent contractor.

(y) Administrative.

(i) At least one representative of Contractor is required to attend PPL Electric Utilities Safety, Environmental and Operations Onboarding. Onboarding is required for all contractors performing physical work on Company property. The information received in the safety onboarding is required to be disseminated to all Contractor employees and Subcontractors. Onboarding shall be completed prior to any construction activities commencing on the Project.

(ii) Contractor shall submit Contractor's H&S Plan for the Project in one of the following scenarios:

(1) if the duration of the Work is scheduled for more than four (4) weeks, Contractor's H&S Plan shall be in a format requested by Company and shall be submitted through the CSA. Contractor shall attach a Risk Assessment to Contractor's H&S Plan or populate the Risk Assessment tool within CSA to identify the hazards with respect to all aspects of the Scope of Work; and

(2) if duration of the Work is schedule for four (4) weeks or less, and Company requires Contractor's H&S Plan.

(iii) Contractor shall provide a Risk Assessment for all tasks regardless of Project size to identify the hazards with respect to all aspects of the Scope of Work.

- (iv) Contractor shall utilize the CSA to input Contractor's H&S Plan (if applicable), work hours, incident reports, respond to safety audit improvement opportunities and track onboarding of employees of Contractor and each Subcontractor.
- (z) Tools and Equipment. Contractor shall ensure that no materials, tools, garbage, or any other devices are thrown from an elevated work area.
- (aa) Operation of Vehicle and Equipment
 - (i) When any Contractor Party personnel are operating any vehicle or piece of mechanized or heavy equipment, Contractor shall ensure that the driver performs a walk-around inspection of the area to ensure that there are no obstacles.
 - (ii) If the operator of the vehicle or equipment has an obstructed view, including to the rear, Contractor shall ensure that any Contractor Party vehicle operator has a second person available to act as the spotter who will maintain contact with operator at all times during transport; provided that snowplowing operations and backhoe operations shall not require a spotter unless Contractor determines that a spotter is needed to safely complete those operations.
 - (iii) Contractor shall ensure that all Contract Party operators of equipment do not leave the controls of a crane, line truck, pole rig, forklift or any other piece of equipment while a load is suspended from the hook.
- (bb) Fall Protection and Climbing.
 - (i) Contractor shall ensure that no Contractor Party personnel work above 4' without fall protection/prevention measures in place.
 - (ii) Contractor shall ensure that if a scissor lift or aerial work platform is being used and has a manufacturers installed anchorage point, Contractor employees must utilize proper personal fall protection equipment and be properly tied off per manufacturer's direction.
- (cc) Ladders. Contractor shall ensure that all Contractor Party personnel secure all ladders from movement during use to prevent tip-over, slippage or shifting.
- (dd) Working Near or on Electrical Facilities.
 - (i) Contractor shall ensure that unauthorized Contractor Party workers are prevented from entering a high-voltage / power factor testing area.
 - (ii) If voltages are unknown, Contractor shall ensure that all Contractor Party personnel assume the energized equipment is at the highest voltage that exists in the area. (See Table E of Exhibit D.2)
- (ee) Rigging. Contractor shall ensure that line hardware shall not be used for rigging unless part of the structure and designed for use.
- (ff) Work Area Protection (Highway Work Zone Safety).
 - (i) Where work endangers employees or the public, Contractor shall ensure that all Contractor Party personnel are in compliance with PENNDOT Publication 213 to control the hazard.
 - (ii) Contractor shall ensure that all Contractor Party personnel performing Work within 15 feet of any roadway or parking lot are at all times in compliance with all Levels of PPE and all work zone safety measures required in Penn Dot Publication 213.
- (gg) Excavations.
 - (i) When any Contractor Party personnel excavate or bore in the vicinity of energized facilities, Contractor shall ensure that:
 - (1) such personnel ground mechanical tools and equipment,

- (2) such personnel doing hand digging wear approved Class 2 rubber gloves and overshoes,
- (3) all assisting Contractor Party personnel, not at the same potential as the equipment, wear approved Class 2 rubber gloves and overshoes.
- (ii) Contractor shall ensure that trenches which are left unattended and open have warning devices, barricades or guardrails placed adjacent to the open sides.
- (iii) Bored holes or caissons shall not be left overnight unprotected. Contractor must barricade or cover holes to prevent access by intentional or unintentional methods in order to protect anyone from falling into said holes. Covers must be able to support at least four (4) times any anticipated load. Plywood may not be used to cover holes in right of ways or substations unless the holes are no more than six (6) inches in diameter.
- (hh) The following are minimum requirements. Contractor shall continue to abide by any stricter safety requirements imposed by its own internal safety rules.
 - (i) Contractor shall be, at a minimum, in compliance with PPL's Minimum Approach Distance Table C (see Table C to Exhibit D.2)
 - (ii) With respect to handling a downed overhead neutral conductor while working on the ground:
 - (1) If neutral continuity is broken, Contractor shall ensure that all Contractor Party personnel use hot line tools or de-energize and ground the circuit.
 - (2) If neutral continuity is maintained, Contractor shall ensure that all Contractor Party personnel use Class 2 rubber gloves and tested overshoes and avoid contact with unprotected parts of the body.
 - (iii) Contractor shall ensure that all Contractor Party personnel establish a Flash Protection Boundary at the distances shown in Table D to Exhibit D.2 when working on or near energized facilities. This visual boundary provides an alert to Contractor personnel not constituting Qualified employees (as defined in OSHA Standard 29 CFR 1910.269(x)) when there is a potential for arc-flash or shock hazards at the Site.
 - (1) Contractor shall ensure that only Qualified employees (as defined in OSHA Standard 29 CFR 1910.269(x)) wearing (Flash-Rated/Fire-Rated) ("FR") apparel (see Table G and H to Exhibit D.2) and the proper PPE (Personal Protective Equipment), can enter this boundary.
 - (2) Contractor shall ensure that Contractor Party personnel not constituting Qualified employees (as defined in OSHA Standard 29 CFR 1910.269(x)) may only enter this boundary when wearing the proper FR apparel and PPE and escorted by a Qualified employee (as defined in OSHA Standard 29 CFR 1910.269(x)).
 - (3) Contractor shall ensure that boundary distances extend in all directions, 360 degrees around the exposed energized parts.
 - (iv) When a Flash Protection Boundary is required, Contractor shall ensure that all Contractor Party personnel use one of two methods:
 - (1) Make a substantial, visual barricade with signage or
 - (2) Post an attendant to control area.
 - (v) Contractor shall ensure that all Contractor Party personnel with Qualified employees (as defined in OSHA Standard 29 CFR 1910.269(x)) operating uninsulated booms or other uninsulated aerial devices near energized lines maintain the clearance shown in Table F to Exhibit D.2 from any conductive portions of the boom or the attached load.
 - (1) When the vehicle is grounded, Contractor shall ensure that all Contractor Party workers within 15 feet of ground points (e.g., outriggers) use insulating mats or wear tested overshoes and wear Class 2 rubber gloves if they will contact the vehicle or suspended load. Contractor shall ensure that unprotected parts of the body do not contact the vehicle or suspended load.

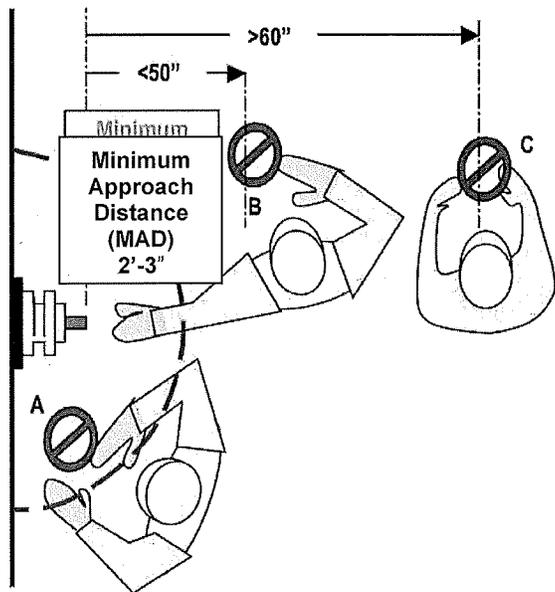
- (vi) Contractor shall ensure that all Contractor Party personnel wear the appropriate personal rubber protective goods ground-to-ground when working on or near energized facilities, or near enough to be exposed to the shock hazard of the energized facility.
- (vii) When working on facilities <600V, Contractor shall ensure that all Contractor Party personnel cover all exposed energized parts in the immediate work area, and within arms-reach, including the extended reach of any non-insulated hand-held tools.
- (viii) When working on energized facilities >600V - 15kV, Contractor shall ensure that all Contractor Party personnel cover all exposed parts and paths to ground in the immediate work area and within arms-reach including the extended reach of any non-insulated hand-held tools.
- (ix) Contractor shall ensure that working on or near energized facilities 600V - 15kV is limited to:
 - (1) Contractor's Rubber Glove & Sleeve Work Method – from a bucket truck or insulated platform (diving board) with a Contractor's trained watchperson present or,
 - (2) Contractor's Hot Line Tool Work Method.
- (x) Contractor shall ensure that working near energized facilities 600V – 15kV while standing on the ground or from a ladder is limited to (See Table A to Exhibit D.2):
 - (1) Installing or removing barrier(s) in a switchgear while wearing Class 2 rubber gloves and sleeves, tested overshoes, and with a Contractor's trained watchperson present;
 - (2) Installing/removing/adjusting de-energized parts while wearing Class 2 rubber gloves and sleeves, tested overshoes, and with a Contractor's trained watchperson present; and
 - (3) Using a Contractor's written work method.
- (xi) Contractor shall ensure that applying protective rubber goods to energized conductors (600V and above) while belted to the pole is limited to only those items that can be installed using a hot line tool.
- (xii) When Contractor's policies permit, Contractor shall have a written procedure in place when working on multiple phases at one time. (e.g., three phase arm).
- (xiii) Contractor shall use the PPE and tools shown in Table B to Exhibit D.2 below when performing a task using hot line tools. Contractor shall ensure that all Contractor Party personnel wear properly rated FR clothing for all tasks listed in Table B to Exhibit D.2.
- (xiv) Contractor shall ensure that all Contractor Party personnel wear Class 2 Rubber gloves, sleeves, tested rubber overshoes and the proper arc-flash protection (see Table G and H to Exhibit D.2, when initially opening the doors on pad-mounted equipment containing >600V.
- (xv) Contractor shall not permit any Contractor Party personnel to work inside an energized switchgear cubicle (except for testing and switching) until one of these conditions is met:
 - (1) the control power source is removed or insulated,
 - (2) access to the bus/conductor compartments is locked,
 - (3) signs are posted alerting to the hazard and a barricade is in place, or
 - (4) proper barriers are in place.
- (xvi) If there are exposed energized leads <600V in a panel, termination or junction box, Contractor shall make the leads safe.
- (xvii) Contractor shall ensure that Contractor Party personnel wear the proper PPE when testing or doing any other type of work on or near energized metering equipment:

- (1) <600V, wear minimum Class-O rubber gloves,
 - (2) >600V, must be de-energized,
 - (3) Arc-flash apparel (see Table G and H to Exhibit D.2),
 - (4) Eye and face protection, and
 - (5) Tested overshoes or insulating mats in wet areas or if the floor is metal.
- (xviii) Contractor employees shall wear Category 4 Arc Flash Protection (See Table H to Exhibit D.2) when working on energized 480V substation services. See Exhibit D.1 for work in Substation Service Panel Board.
- (xix) When Contractor is performing Rubber Glove and Sleeve work between the substation circuit breaker and the first Recloser, Circuit Breaker reclosing must be blocked.
- Note: Additional Arc Flash Protection is required at certain locations even with reclosing blocked. (See Distribution Circuit list in Table I to Exhibit D.2)
- (xx) When Contractor is working up the MAD for 69kV – 500kV, refer to the Table I to Exhibit D.2.2 for proper Arc Flash risk and Table H to Exhibit D.2 for proper Arc Flash Protection
- (xxi) When Contractor is working greater than 4 feet - 6 inches from exposed energized 69kV equipment, Category 1 Arc Flash Protection is required; except for the pink highlighted circuits in Table I to Exhibit D.2. In those areas, Category 2 Arc Flash Protection is required for those circuits.
- (xxii) All substation energized DC battery maintenance, including work within the DC Distribution Panel box, requires Category 1 Arc Flash Protection unless specified within Table I to Exhibit D.2. If identified in Table I to Exhibit D.2, Category 2 Arc Flash Protection shall be worn.
- (xxiii) When racking a 480V network protector, remote racking shall be used when available.
- (xxiv) When racking a 480V network protector and remote racking is not available, the primary feeder shall be de-energized and Category 4 Arc Flash Protection is required (See Table H to Exhibit D.2).
- (xxv) When opening the door of a 480V live-front network protector, the primary feeder shall be de-energized and Category 4 Arc Flash Protection is required (See Table H to Exhibit D.2).
- (xxvi) Contractor shall wear, at a minimum, Category 1 Arc Flash Protection when working on or near exposed energized facilities in an underground space. See Table G to Exhibit D.2 for task specific Arc Flash Protection PPE.
- (xxvii) Category 1 Arc Flash Protection is required when initially entering an underground space containing Rubber Insulated Neoprene Jacketed cable (RINJ) or lead cable. If Contractor is not working on the RINJ/lead cable and after inspection of the cables no defects are found, the FR clothing may be removed at the approval of Contractor management.
- (xxviii) Contractor shall not permit Contractor Party personnel to ground through fuses, transformers, or switching devices where such personnel cannot visually verify the circuit continuity, with the exception of the high voltage switch on a network transformer, SF-6 and Vacuum, and switches in substation/network feeders).
- (xxix) Contractor shall ensure that all Contractor Party personnel set circuit breakers or other automatic protective devices to non-reclose, and apply a green tag (as required) before installing or removing conductors where an accidental contact with an adjacent energized line is possible.
- (xxx) Contractor shall ensure that all Contractor Party personnel wear Category 2 arc-flash PPE (see Table H to Exhibit D.2 and Class 2 rubber gloves and sleeves when doing the following tasks:
- (1) Moving any type of energized primary cable by hand, or
 - (2) Connecting (bolting) or disconnecting (unbolting) 600 amp dead-break TEE connectors.

- (xxxi) When installing or removing primary insulated/shielded cable in areas containing exposed energized facilities, Contractor shall ensure that all Contractor Party personnel install barriers and wear personal rubber protective goods and the proper arc-flash apparel. See Table G and H to Exhibit D.2.
- (xxxii) Contractor working on primary insulated/shielded cables shall ensure that no Contractor Party personnel work near cables that are known to have abnormalities, unless they are de-energized.
- (xxxiii) Contractor shall ensure that unauthorized Contractor Party workers are prevented from entering a high-voltage / power factor testing area.
- (xxxiv) Contractor shall ensure that all Contractor Party personnel stay in visual contact with the person handling the hook of the energized test lead when operating the external safety switch(es) during high voltage / power factor testing.
- (xxxv) Contractor shall ensure that all Contractor Party personnel wear Class 2 rubber gloves and tested overshoes when assisting in the DC high potential test when connecting or disconnecting the test leads and/or grounds.
- (xxxvi) Contractor shall ensure that all Contractor Party personnel upon completion of testing drain the conductors or electrical equipment until the test charge drains off, unless the equipment is ready to be placed into service.
- (xxxvii) Contractor shall ensure that all Contractor Party personnel wear rubber gloves and tested over shoes while handling any energized test cable when assisting in the AC Doble test.
- (xxxviii) Contractor shall ensure that all Contractor Party personnel not constituting Qualified employees (as defined in OSHA Standard 29 CFR 1910.269(x)) assume equipment is energized, unless a Qualified employee (as defined in such OSHA Standard) proves the equipment is de-energized and grounded.
- (xxxix) If voltages are unknown, Contractor shall ensure that all Contractor Party personnel assume the energized equipment is at the highest voltage that exists in the area. (See Table E to Exhibit D.2.
- (xl) Company will provide all information required per 29 CFR 1910.269 (a)(3)(i) and/or 29 CFR 1926.950 (c)(1) [information transfer]. Contractor is required to deliver this information to all their own employees as well as all Subcontractors working for Contractor.

EXHIBIT D.2 - SAFETY-RELATED TABLES AND ATTACHMENTS

Table A – Working near facilities >600V while standing on the ground or ladder



A) The work is inside the Minimum Approach Distance (MAD). Class 2's and sleeves, tested overshoes, and a trained watch person are required. Exposed parts must be covered or barricaded. NO intentional contact with live parts is allowed.

B) Work is outside the MAD, but the MAD is in easy reach. Class 2's and sleeves, tested overshoes, and a trained watch person are required. No cover / barricade required.

C) Work is far enough away that encroachment on the MAD is unlikely. No rubber PPE required or watchperson.

Table B – Rubber Protective Goods and Tools Required for Switching

Working from Bucket Truck/Pole	Required Rubber Protective Goods	Required* Tested Stick
Open/Close - OCR	Class 2 rubber gloves	Minimum 16 foot stick
Install/Remove or Open/Close - hot line clamp(s) for an OCR	Class 2 rubber gloves	8 foot shotgun
Open/Close - bypass disconnects for OCR	Class 2 rubber gloves	Minimum 16 foot stick
Open/Close - load break disconnect/fuse cutout	Class 2 rubber gloves	Minimum 16 foot stick
Open/Close - air disconnect switch	Class 2 rubber gloves	Minimum 8 foot stick
Open/Close - transformer switch	Class 2 rubber gloves	Minimum 16 foot stick
Install/Remove - hot line clamp for transformer switch	Class 2 rubber gloves	8 foot shotgun
Open/Close - bridges disconnects	Class 2 rubber gloves	8 foot shotgun

Standing on the Ground	Required Rubber Protective Goods	Required Tested Stick
Open/Close - fused load break cutout	Class 2 rubber gloves	Telescopic stick
Open/Close - gang operated load break switch - PMH cabinet	Class 2 rubber gloves, and overshoes	N/A
Open/Close - PMH cabinet load break fuse	Class 2 rubber gloves, and overshoes	Minimum 6 foot stick
Open/Close - gang operated OH air switches	Class 2 rubber gloves, and overshoes	N/A
Open/Close - UG elbows	Class 2 rubber gloves, and overshoes	Minimum 6 foot stick
Open/Close - load break blade switch (live front)	Class 2 rubber gloves, and overshoes	Minimum 6 foot stick

Table B – Continued:

Working in a Substation	Required Rubber Protective Goods	Required Tested Stick
Open/Close - disconnect switch <15kV	Class 2 rubber gloves, and overshoes	Minimum 10 foot stick
Open/Close - disconnect switch >15kV	Class 2 rubber gloves, and overshoes	Minimum 10 foot stick
Install/Remove or Open/Close - hot line clamps	Class 2 rubber gloves, and overshoes	Minimum 8 foot stick
Open/Close - switch energized oil filled devices	Class 2 rubber gloves, and overshoes	Minimum 10 foot stick (limited space)

Control Cabinets	Required Rubber Protective Goods	Required Tested Stick
Devices operated from a control cabinet (cap bank, SISRS, etc.)	N/A	N/A
Motor operated load break switch	N/A	N/A

Installing/Removing grounds in a Substation	Required Rubber Protective Goods	Required Tested Stick*
Standing on the ground	Class 2 Rubber Gloves and overshoes	8 foot shotgun
From Insulated Bucket	Class 2 Rubber Gloves and overshoes	8 foot shotgun
From Un-insulated Bucket (manlift)	Class 2 Rubber Gloves and overshoes	8 foot shotgun

*If it is physically not feasible to use an 8-foot stick, a 6-foot or 4-foot stick may be used. Contact your Supervisor when these circumstances arise.

Table C – Minimum Approach Distances

Nominal System Voltage	Minimum Approach Distance (MAD)		When working on or near exposed energized lines or equipment
Using Phase-to-Phase Exposure only for less than 15kV			Qualified workers may encroach on these clearances using approved work methods and proper electrical PPE.
50V to 300V	Avoid Contact		
301V to 750V	1' - 2"		
751V to 15kV	2' - 3"		
	Phase-to-Ground Exposure	Phase-to-Phase Exposure	Qualified workers may NOT encroach on these clearances. Must use hot line tools or live-line barehand work methods.
34.5kV	2' - 7"	Follow OSHA tables	
69kV	3' - 4"		
115kV	3' - 9"		
138kV	4' - 4"		
230kV	5' - 3"	5' - 11"	
500kV	14' - 2"	23' - 8"	

Table D – Arc Flash Protection Boundaries

Nominal System Voltage	Flash Protection Boundary
50 – 750V	See Attachment A (at the end of this section)
751V – 69 kV	12 ft.
138 kV	12 ft.
230 kV	13 ft.
500 kV	19 ft.

Table E – Unqualified Electrical Worker Voltages and Minimum Distances permitted when work is NOT being performed

Voltage kV=1,000	Minimum Distance required to be maintained from exposed unguarded energized component
50V - 50kV	10 ft.*
Over 50kV - Up to 69kV	12 ft.
Over 69kV - Up to 138kV	13 ft.
Over 138kV - Up to 230kV	16 ft.
Over 230kV - Up to 500kV	25 ft.

*Unqualified worker MUST maintain proper Flash Protection Boundary clearance when work is being performed.

Refer to Table G.

Table F – Uninsulated Equipment Operating Minimum Clearances

Nominal Voltage	Uninsulated Booms	Insulated and Tested Booms
<600 Volts	Avoid contact, or cover lines with protective rubber goods, or de-energize	Avoid contact, or cover lines with protective rubber goods
600V – 15kV	Maintain 4 feet, or cover lines with protective rubber goods and ground vehicle*, or de-energize	Maintain 4 feet or cover lines with protective rubber goods
>15 - 138kV	Maintain 5 feet, or de-energize	
>138 - 230kV	Maintain 7 feet, or de-energize	
>230 - 550kV	Maintain 13 feet, or de-energize	
>550kV	Maintain 16 feet, or de-energize	

* When the vehicle is grounded, workers within 15 feet of ground point (e.g., outriggers) must use insulating mats or wear tested overshoes and wear Class 2 Rubber Gloves if they will contact the vehicle or suspended load. Ensure that unprotected parts of the body do not contact the vehicle or suspended load.

Table G – Task Matrix

Electrical Task on Energized Equipment	Nominal System Voltage	Flash Protection Boundary	Arc Flash Protection Category
Working in protection and control switchboard panels and relayed CB enclosures. Testing and troubleshooting fused AC/DC control circuits, and secondary voltage and current circuits.	<250V	10 ft.	1 * Note 1
	250V - 600V	10 ft.	2 *Note2
OH and UG Sec/Service work	<250V	10 ft.	1
	250V - 600V		2
Work in panel board - single phase (all) or three phase (<100A)	0 - 600V	10 ft.	1
Work in Panel boards - three phase (> 100A)	<250V	10ft.	1
	250V - 600V	N/A	De-energize
Install/Remove self-contained meters	<250V	10 ft.	2
	250V - 600V	N/A	De-energize
Work in metering cabinet	<250V	10 ft.	2
	250V - 600V	10 ft.	3
Transformer rated meter panel and control wiring	<250V	10 ft.	1
LTN secondary/service connections, removing network protector links	120/208V	10 ft.	2
	277/480V	10 ft.	4
Switching on OH device using 16ft stick	4kV - 15kV	12 ft.	1
Switching loadbreak elbows using 6ft stick	7.2kV	12 ft.	1
Switching inside pad-mounted switchgear using 6ft Stick	4kV - 15kV	12 ft.	1
Switching OH devices from a ground level control cabinet (cap banks, SISRS, etc.)	4kV - 15kV	12 ft.	1

Table G – Task Matrix – Continued

Electrical Task on Energized Equipment	Nominal System Voltage	Flash Protection Boundary	Arc Flash Protection Category
Initial opening of any energized live front Pad-Mounted component (PMH, etc.)	600V - 15kV	12 ft.	3
Initial opening of any other energized pad mounted equipment	600V - 15kV	12 ft.	2
Performing Rubber Glove and Sleeve work	4kV - 15kV	12 ft.	1
			Exception: the Berwick 46001 line, from the substation circuit breaker to the first recloser, will require Category 2 arc flash PPE.
Manual racking out circuit breakers in metal-clad switchgear:	4kV - 15kV	12 ft.	2
Substations with transformer differential Protection (Prince, Center City, and Walnut)			
Substations with over-current transformer protection (Central Allentown, Hershey, S. Hershey, Hockersville, and Scranton)		18 ft.	40 cal or greater arc flash suit w/ beekeeper hood
Installing or removing temporary safety grounds OH, UG or Substations. Switching gang-operated devices. Performing High-voltage testing.	4kv - 138kV	12 ft.	1
	230kV	13 ft.	
	500kV	19 ft.	
Opening or closing energized loops using hot-line tools	69kV	12 ft.	Refer to attachment B and C

Table H – Arc Flash PPE System

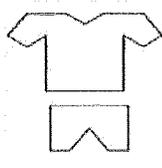
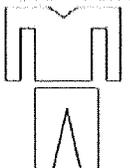
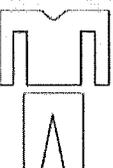
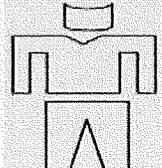
Arc Flash Protection Category	0	1	2 *	
Arc Flash Rating (Cal/cm2)	No Arc Flash Hazard	< 9 cal/cm2	≥ 9 cal/cm2 but < 13 cal/cm2	
				
Required for all Arc Flash Protection Categories: First layer against the body: FR product or 100% cotton or other all natural fiber blend material	Street clothing (long or short sleeves) made of 100% natural material	Contractor issued FR shirt and Pants or FR coveralls	Contractor issued FR shirt and pants and/or coveralls + Face Shield (+ Hearing Protection when working within four walls)	
* NOTE: layering of FR clothing may be required to obtain proper arc rated protection				

Table I – High Arc Flash Locations: DC Power Systems and Distribution Circuits

DC Power System (Substation DC Distribution Panel Box)			
Region	Battery	Equipment Type	Cal Rating
Conestoga 138/12kV (Lancaster)	Control Battery	Panelboard	11.26
Alburtis 500/230kV (Lehigh)	Station Battery 1 120 VDC	Panelboard	9.67
Susq Sw Station 230kV (Susquehanna)	120V Control Battery	Panelboard	10.28
Springfield 230/69kV (Lehigh)	125V Station Battery	Panelboard	9.26
Copperstone 230/69kV (Harrisburg)	120V Battery	Panelboard	9.26

Distribution			
Region	Substation Feeder	Feeder number	Cal Rating
All Regions			
	PPL Distribution Operations will tell the contractor when a circuit is above the 9 cal rating during the P-Tag and White Tag process when the contractor calls for the permit. If it is above 9, contractor shall protect contractor employees utilizing Table H. If nothing is said, contractor to assume circuit is below 9 cal and shall use appropriate PPE.		

Table I Continued – High Arc Flash Locations – PPL

Transmission			
NOTE: The following arc flash results are based on an employee working at the Minimum Approach Distance (MAD). The greater distance maintained, the lower the arc flash hazard.			
Voltage	Substation	Bus/Bus Number	Cal Rating
Central			
69kV	Harwood	HARW211590	
69kV	Harwood	HARW 138211592	
69kV	South Akron	SAKR TR1211631	10.5
69kV	Humboldt	HUMB TP2211632	11.1
69kV	Jenkins	JENK211654	12.4
69kV	Stanton	STAN211856	10.5
69kV	Sullivan Trail	SUTR211874	10.3
69kV	Williams Energy (IPP)	WIEN 1211971	10.8
69kV	Williams Energy (IPP)	WIEN 2211972	10.1
69kV	Williams Energy (IPP)	WIEN TP1211973	
69kV	Frackville	FRAC212162	

Table I Continued – High Arc Flash Locations – PPL

Transmission			
NOTE: The following arc flash results are based on an employee working at the Minimum Approach Distance (MAD). The greater distance maintained, the lower the arc flash hazard.			
Voltage	Substation	BusBus Number	Cal Rating
Susquehanna			
69kV	Clinton	CLIN212090	10.4
69kV	Clinton	MUNC TP212091	9.16
69kV	Columbia	COLU212093	10.6
69kV	Hummels Wharf	HUWH212212	9.01
69kV	Lycoming	LYCO212274	11
69kV	Selinsgrove	SELI TP212421	9.54
69kV	Sunbury	SUNB YD1212441	9.67
69kV	Sunbury	SUNB YD2212442	9.67
69kV	Sunbury	SUNB T21212445	9.59
69kV	Sunbury	SUNB CT212449	9.52
230kV	Montour	MONT208040	
230kV	Scrubber	MONTSCR1208041	
230kV	Scrubber	MONTSCR2208042	
230kV	Susquehanna	SUSQ208113	
230kV	Susquehanna	SUSQ G1208114	
230kV	Susquehanna	SUSQ TP20208115	11.9
230kV	Susquehanna	SUSQ TR21208116	11.5
230kV	Susquehanna	SUSQ CAP208117	12.8

Table I Continued – High Arc Flash Locations – PPL

Transmission			
NOTE: The following arc flash results are based on an employee working at the Minimum Approach Distance (MAD). The greater distance maintained, the lower the arc flash hazard.			
Voltage	Substation	BusBus Number	Cal Rating
Lehigh			
34.5kV	Lansdale	LANS210805	
69kV	Airco	AIRC210369	9.65
69kV	Airco	AIRC 1210370	9.65
69kV	Airco	AIRC 2210371	9.61
69kV	Airco	AIRC TP2210372	
69kV	Bethlehem Steel	CONV210440	10.4
69kV	Breinigsville	BREI210466	11.1
69kV	Breinigsville	BREI TP1210467	10.4
69kV	Breinigsville	BREI TP2210468	10.4
69kV	Buxmont	BUXM210477	12.6
69kV	Hosensack	HOSE210741	12.1
69kV	Quarry	QUAR211078	
69kV	Wescosville	WESC211320	10.1
138kV	Dorneyville	DORN TP2210559	10.1
138kV	Dorneyville	DORN TP1210560	10.1
138kV	Northampton	NHAM TP2210997	10.1
138kV	Northampton Energy	NOEN211005	9.15
138kV	Northampton Energy	NOEN TP2211007	9.2
138kV	Siegfried	SIEG211161	
138kV	Wescosville	WESC211321	10.6
230kV	Alburtis	ALBURTIS207900	9.37
230kV	Hosensack	HOSE207983	10.5
230kV	Lower Mount Bethel	LMBE208012	
230kV	Martins Creek	MACR208025	
230kV	Martins Creek	MACR TR21208026	

Table I Continued – High Arc Flash Locations – PPL

Transmission			
NOTE: The following arc flash results are based on an employee working at the Minimum Approach Distance (MAD). The greater distance maintained, the lower the arc flash hazard.			
Voltage	Substation	BusBus Number	Cal Rating
Northeast			
69kV	Lackawanna	LACK211681	11.5
230kV	Lackawanna	LACK208009	9.58
Voltage	Substation	BusBus Number	Cal Rating
Harrisburg			
69kV	Amp Park 2	AMP2 TP2209739	10.3
69kV	Carlisle	CARL TP4209780	10.7
69kV	Copperstone	COPP209840	12.2
69kV	Cumberland	CUMB209852	
69kV	Cumberland	CUMB CC209853	12.1
69kV	Duke	DUKE 1209866	9.46
69kV	Ebenezer	EBEN209892	11.6
69kV	Hummelstown	HUMM209985	
69kV	Mount Allen	MOAL TP3210075	10.9
69kV	Copperstone	COPP210075	10.9
69kV	Mount Allen	MOAL TP4210076	10.6
69kV	New Kingston	NEKI210098	
69kV	Swatara	SWAT TP2210274	11.2
69kV	West Shore	WSHO210330	11.6
230kV	Brunner Island	BRIS207922	
230kV	Brunner Island	BRISREAC207923	
230kV	Brunner Island	BRISSCR1207924	
230kV	Brunner Island	BRISSCR2207925	
230kV	Hummelstown	HUMM207987	10.8
230kV	Hummelstown	HUMM TR2207988	10.8
230kV	Hummelstown	HUMM TR3207989	10.8
230kV	Hummelstown	HUMMTPST207990	10.8
230kV	Juniata	JUNI BU1208004	11.7
230kV	Juniata	JUNI BU2208005	11.7
230kV	Juniata	JUNI CAP208006	10.9

Table I Continued – High Arc Flash Locations – PPL

Transmission			
NOTE: The following arc flash results are based on an employee working at the Minimum Approach Distance (MAD). The greater distance maintained, the lower the arc flash hazard.			
Voltage	Substation	BusBus Number	Cal Rating
Lancaster			
69kV	Manor	MANO208551	
69kV	Millwood	MLWD208604	
69kV	South Akron	SAKR208759	10.2
69kV	South Akron	SAKR TR1208762	10.1
69kV	South Akron	SAKR TR2208763	10.1
69kV	West Hempfield	WHEM208867	10.1
69kV	Safe Harbor	SAHA 692208919	
69kV	Safe Harbor	SAHA 693208921	
230kV	Manor	MANO208019	9.9
230kV	Manor	MANO TR3208020	9.9
230kV	Manor	MANO TR4208021	9.9
230kV	Safe Harbor	SAHA0102208066	9.15
230kV	Safe Harbor	SAHA12TP208070	9.9
230kV	Safe Harbor	SAHA34TP208071	9.9

EXHIBIT E – CONTRACT SCHEDULE REQUIREMENTS

Contractor shall prepare the Contract Schedule incorporating all activities required to perform the Work and provide monthly schedule updates on or before the fifth (5th) Business Day of each month. The form and content of the Contract Schedule and monthly updates shall be as set forth below.

1. GENERAL

1.1 The Contract Schedule and each monthly update shall be prepared using Primavera P6 software and shall be in the form of an integrated, Level 3, Critical Path Method, resource-loaded schedule with capabilities to identify the critical paths.

1.2 Not later than fourteen (14) days after issuance of the Notice to Proceed, Contractor shall submit its proposed Contract Schedule showing the sequence and interdependence of all activities required for performance of the Work, beginning with the Notice to Proceed and concluding with Final Acceptance.

1.3 Within fourteen (14) days of receiving a complete proposed Contract Schedule complying with the requirements set forth herein, Company shall review and approve or reject Contractor's submission. If any Contractor schedule submission is returned for revision, Contractor shall incorporate the required changes and resubmit the applicable document within seven (7) days. Company shall review and approve or reject Contractor's revised submission within fourteen (14) days after receipt.

1.4 The Contract Schedule, once approved by Company, shall become the schedule used by Contractor for planning, scheduling, co-ordinating and performing the Work and shall serve as the fixed baseline against which Contractor shall report progress on a monthly basis. Approval by Company of the Contract Schedule, including any monthly updates, shall not relieve Contractor from its obligation to comply with the terms of the Contract.

1.5 If Contractor fails to submit the Contract Schedule, including any monthly updates, within the required time, Company may, in its sole discretion, stop or withhold, at no additional cost to Company, payments under the Contract until such time as Contractor is in compliance.

2. CONTRACT SCHEDULE

2.1 The Contract Schedule shall include time-scaled network diagrams showing the order in which Contractor plans to perform the Work, identifying availability, restrictions and use of work areas, manpower, materials and equipment. The Contract Schedule shall be resource loaded and include a histogram depicting planned total manpower by month, including Contractor's and each Subcontractor's forces.

2.2 The Contract Schedule shall include sufficient detail to report, monitor and evaluate Contractor's performance of the Work, including without limitation the timing for:

- (a) All Work activities, Milestones, Guaranteed Completion Dates, restraints and sequences of Work;
- (b) Receipt of permits and other approvals required from Governmental Authorities or other third parties;
- (c) Purchases, inspections, deliveries and installation of major materials and equipment;
- (d) Delivery of Company Provided Materials and performance of Company Services;
- (e) Submittal, review and comment on Project Documents;
- (f) Required access to and availability of Work areas;
- (g) Resource loading for manpower, material and equipment;
- (h) Interfaces and dependencies with Company Contractors;
- (i) Punch list completion; and
- (j) Project closeout.

2.3 The time duration of activities included in the Contract Schedule shall be based on the labor, equipment and materials required to perform each activity on a normal work day basis. No on-site activity shall have a duration over fifteen (15) working days. All durations shall be based on definitive manpower and resource planning to perform the Work in consideration of Site conditions and applicable requirements. The manpower to be assigned by craft shall be shown for each construction activity.

2.4 Contractor shall optimize and level manpower and equipment requirements to reflect a reasonable plan for accomplishing the Work. Critical or near critical paths shall be kept to a minimum. An activity shall be designated as critical when the scheduled float for that activity drops to zero days or below. Near critical paths shall be defined as those paths having five (5) working days or less of total float.

2.5 The Contract Schedule shall show the interdependence of all activities required for performance of the Work, including proper logic ties between each activity. The Contract Schedule shall not include constraints, open-ended tasks, out-of sequence updates (broken logic), lags longer than thirty (30) units, negative lags (leads) or positive lags on Finish-to-Start links. Successor activities shall be included to ensure float values accurately reflect the need for predecessor activities to be timely completed.

2.6 Contractor shall update the status of the Contract Schedule on a monthly basis to accurately reflect the progress of, and forecast for completing, the Work ("**Monthly Schedule Update**"). Each Monthly Schedule Update shall include without limitation:

- (a) For activities completed in the preceding month: actual start and completion dates; number of work days, number of shifts, manpower by type and equipment used to accomplish the activity;
- (b) For activities started but not completed to date: actual start dates; number of work days, number of shifts, manpower by type and equipment used; remaining durations and estimated completion dates;
- (c) For activities not yet started: estimated start dates; number of work days, number of shifts, manpower by type and equipment to be used; estimated durations and estimated completion dates;
- (d) Updated histogram showing planned, actual and forecast manpower for each month;
- (e) Schedule narrative describing progress during the reporting period, activities or portions of activities completed during the reporting period, plans for performing the Work during the forthcoming reporting period, actions planned to correct any negative float predictions, and explanations of any potential delays, their estimated impact on the Milestones and Guaranteed Completion Dates and corrective actions to be taken; and
- (f) The percentage of the Work planned and actually completed as of the report date and progress along the critical path in terms of days ahead or behind the allowable dates. If the Project is behind schedule, progress along each path with negative float shall be reported individually.

3. TIME IMPACT ANALYSIS

3.1 Contractor shall include in any Contractor Change Request seeking a time extension a written time impact analysis ("**Time Impact Analysis**") illustrating the influence of all changes or delays on the Contract Schedule.

3.2 The Time Impact Analysis shall be constructed on an "As Built Schedule" analysis basis. The Time Impact Analysis shall incorporate actual start and finish dates, durations of activities, and sequences of construction current as of the time the Time Impact Analysis is performed. The Time Impact Analysis shall incorporate all delays (including Contractor, Company, and third party delays) in the time frame that actually occurred, with actual logic ties.

3.3 Any request for time extension shall be based upon the Time Impact Analysis, which shall identify all delays on the critical path. Any time extension request shall be based solely upon the cumulative duration of any Company Caused Delays that are on the critical path and that cause the activity or activities affected to exceed the total remaining float along the critical path at the actual time of the delay. Float or slack time is not for the exclusive use or benefit of Company or Contractor but is an expiring resource available to both Parties as needed.

EXHIBIT F – OPTIONAL WORK

The following are fixed lump sum prices for the Optional Work described below. If any Optional Work is elected by Company, the Contract Price shall be increased or decreased (as appropriate) by the corresponding Optional Work price.

Optional Work	Optional Work Price	Optional Work Exercise Date (On or before the number of days following Notice to Proceed set forth below)
[•]	[•]	[•]

EXHIBIT G – FORM OF PARENT COMPANY GUARANTEE

GUARANTEE

This Guarantee ("**Guarantee**"), dated as of [•], is made by [**insert name of Guarantor**] ("**Guarantor**"), in favor of PPL Electric Utilities Corporation, a Pennsylvania corporation ("**Beneficiary**").

Guarantor enters into this Guarantee in consideration of, and as an inducement for, Beneficiary entering into that certain Master Services Agreement for the [**insert name of Project**] Project dated as of the date hereof with [**insert Contractor name**] ("**Company**"), a [**direct**] [**wholly-owned**] subsidiary of Guarantor (such contract, including the Exhibits thereto, all amendments, modifications and supplements thereto and/or any of such Exhibits, and all Change Orders (as defined therein), the "**Contract**"). Guarantor derives substantial direct and/or indirect benefit from the Contract between Beneficiary and Company and Beneficiary's payments to Company thereunder for Company's performance thereunder and hereby acknowledges the same.

NOW, THEREFORE, intending to be legally bound hereby, Guarantor covenants and agrees as follows:

1. **Guarantee.** Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Beneficiary, as primary obligor and not as a surety, the prompt and complete payment in immediately available funds in United States dollars when due and the timely and complete performance when due, in each case within one business day of demand of all obligations (present or future; direct or indirect, secured or unsecured, fixed or contingent and whether at stated maturity, acceleration or otherwise) that are now or may hereafter become due by Company (whether or not subcontracted) to, or for the benefit of, Beneficiary in connection with the Contract (including, without limitation, performance of the Work (as defined in the Contract), whether or not subcontracted, including all warranty obligations, payment of liquidated and other damages, indemnity amounts, interest and collection and enforcement costs as provided in the Contract, and payment of all collection costs and documented, out-of-pocket legal and other fees and expenses incurred by Beneficiary in enforcing the obligations under this Guarantee (such costs, fees and expenses collectively, "**Enforcement Costs**"); provided that Guarantor shall not be liable for any Enforcement Costs if it is ultimately determined by a court with jurisdiction over the parties and the matter and after any appeal period has passed that no performance or payment with respect to which such enforcement brought under this Guarantee is due) (collectively, the "**Guaranteed Liabilities**"). The maximum aggregate liability of the Guarantor under this Guarantee, including with respect to the Guaranteed Liabilities, shall not exceed the sum of (i) Liability Limitation as defined in the Contract plus (ii) Enforcement Costs (such sum, the "**Cap**"), subject to those exclusions set forth in Section 16(c) of the Contract. This Guarantee and the Guarantor's liability hereunder shall terminate in all respects on the later of: sixty (60) months from Final Acceptance as defined in the Contract or six (6) months after the expiration of the longest warranty or indemnity period specified in the Contract ("**Guarantee Termination Date**"); provided that the Guarantor's liability shall remain in effect with respect to any Guaranteed Liability (including, without limitation, indemnity and warranty obligations) incurred prior to the Guarantee Termination Date until such Guaranteed Liability shall have been indefeasibly paid and performed in full in accordance with the terms of the Contract.

2. **Term.** This Guarantee shall be an absolute, unconditional and continuing guaranty of payment and performance and not of collection and will remain in full force and effect until the Guarantee Termination Date.

3. **Waivers of Notice; Certain Defenses; Reinstatement.** Guarantor waives: (a) all defenses that it may have under applicable law as a guarantor or surety, including any defenses and rights to setoff based upon the insolvency, bankruptcy, or reorganization of Company, the power or authority of Company to enter into and perform under the Contract, the unenforceability of, or illegality with respect to, the Contract, any lack or limitation of status or of power, or any incapacity or disability of Company or any trustee or agent thereof, or the failure of Company to have authorized, or to have obtained any approval necessary to enter into or perform under, the Contract, (b) notice of acceptance, presentment, demand (other than demand for payment hereunder), dishonor, protest, any sale of collateral security and all other notices whatsoever, except for those expressly required hereunder and (c) any and all rights to revoke this Guarantee. This Guarantee shall continue to be effective or be reinstated, as the case may be, without any release or discharge of any obligations if at any time any payment or performance of any of the Guaranteed Liabilities is rescinded, avoided, recovered or must otherwise be returned or restored by Beneficiary upon the insolvency, bankruptcy, or reorganization of Company, Guarantor or any other guarantor or any other person or entity or otherwise, all as though such payment or performance had not been made.

4. **Representations and Warranties.** Guarantor hereby represents and warrants to Beneficiary as of the date hereof that:

A) Guarantor is duly organized and validly existing under the laws of the jurisdiction of its incorporation and in good standing;

B) Guarantor has the power to execute, deliver and perform its obligations under this Guarantee, and it has taken all necessary action to authorize such execution, delivery and performance. Such execution, delivery and performance do not (i) violate or conflict with any law applicable to Guarantor, any provision of its constitutional documents, any order, decree, ruling, rule, promulgation or judgment of any court or other agency of government applicable to it or any of its assets or (ii) breach or constitute a default or event of default under, any agreement or instrument binding on or affecting it or any of its assets;

C) All governmental and other consents, approvals, authorizations, licenses, clearances, registrations and declarations that are required to have been obtained by Guarantor with respect to this Guarantee have been obtained and are in full force and effect and all conditions, if any, of all such consents, approvals, authorizations, licenses, clearances, registrations and declarations have been complied with or are continuing to be complied with (to the extent continuing compliance is required); and

D) Guarantor's obligations under this Guarantee constitute legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

5. Effect of Modifications. Guarantor acknowledges that its liability under this Guarantee shall be absolute and unconditional and, without limiting the generality of the foregoing, shall not be affected or impaired by (i) any Force Majeure Event (as defined in the Contract) (other than a Force Majeure Event under the Contract that relieves, and then only to the extent and for the period so relieved under the Contract, Company of liability for the performance of any Guaranteed Liabilities) or act of government in relation to, or directly or indirectly affecting, any of the Contract, the Guaranteed Liabilities, Company, Beneficiary or Guarantor, (ii) any change in the financial condition, objects, constituencies or business of Guarantor, Company or Beneficiary, (iii) any change in the corporate existence, structure, form, name or ownership of Company or Guarantor or any dissolution, liquidation, reorganization, readjustment, merger, spin-off, consolidation, transformation of corporate form, transfer of establishment or other alteration of the legal status or structure of Company or Guarantor, (iv) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Company or its assets or any resulting release, stay or discharge of any Guaranteed Liabilities, (v) any transfer or purported transfer of any property to or from Company, Guarantor or any other person or entity, (vi) any lack or limitation of power, incapacity or disability on the part of Company or of its directors, partners or agents or any other irregularity, defect or informality on the part of Company in the Guaranteed Liabilities or (vii) the existence, validity, enforceability or perfection, or lack of any of the foregoing, of any collateral for any of the Guaranteed Liabilities or any negligence or mistake in handling, disposing of, obtaining or failing to collect or perfect a security interest in any collateral for the Guaranteed Liabilities. Guarantor further agrees and consents that Beneficiary may at any time and from time to time, without notice to or further consent of Guarantor (i) extend or otherwise change the time, manner or place of payment or performance of, accelerate, add, accept, exchange, receive, realize upon, settle, perfect, extend, renew, pay, perform, compromise, discharge, release or surrender any collateral for or with respect to, or renew, any or all of the Guaranteed Liabilities, (ii) make any agreement with Company for the acceleration, addition, acceptance, exchange, receipt, realization, settlement, perfection, extension, renewal, payment, performance, compromise, discharge, release or surrender thereof or composition, forbearance or concession in respect of any or all of the Guaranteed Liabilities, in whole or in part, or for any amendment, waiver or other modification of the terms of any or all of the Contract or of the Guaranteed Liabilities, (iii) enter into any other current or future agreement between or among Beneficiary, Company and/or any other person or entity and (iv) apply all amounts at any time received from Company or from collateral with respect to the Guaranteed Liabilities as Beneficiary sees fit or change any such application in whole or in part from time to time as Beneficiary sees fit, without, in each of the foregoing cases referred to in clauses (i), (ii), (iii) and (iv) above, in any way affecting this Guarantee.

6. Independent Obligations; Subrogation. Guarantor's obligations under this Guarantee are independent of all obligations of Company to Beneficiary. Beneficiary shall not be required to proceed first against Company or any other person, firm or corporation or any assets thereof or collateral before proceeding against Guarantor under this Guarantee. Guarantor shall not be subrogated to any of the rights (or if subrogated by operation of law, such Guarantor hereby waives such rights to the extent permitted by applicable law) of Beneficiary as the result of any payment or performance or enforcement of any of the Guaranteed Liabilities until the Guarantee Termination Date. If any amount shall be paid to Guarantor on account of subrogation at any time prior to the Guarantee Termination Date, such amount shall be held by

Guarantor in trust for Beneficiary, segregated from other funds of Guarantor, and shall, forthwith upon receipt by Guarantor, be turned over to Beneficiary in the exact form received by Guarantor (duly endorsed by Guarantor to Beneficiary, if required) to be applied against the Guaranteed Liabilities, whether due or to become due, in such order as Beneficiary may determine. On the Guarantee Termination Date, Guarantor shall be subrogated to the rights of Beneficiary against Company with respect to any and all such payments or performance made by Guarantor hereunder, and Beneficiary agrees to take such steps as Guarantor may reasonably request, at Guarantor's expense, to confirm and/or implement such subrogation rights.

7. No Exhaustion of Remedies; Cumulative Rights. Beneficiary is not bound or obligated to exhaust its recourse against Company or any other person or entity or any collateral it may hold or take any other action before being entitled to receive payment and/or performance from Guarantor. Each and every right, remedy and power hereby granted to Beneficiary or afforded it by applicable law or agreement shall be cumulative and not exclusive of any other and may be exercised by Beneficiary from time to time.

8. Financial Statements and Other Information.

A) If and for so long as Guarantor is subject to the reporting requirements under Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), Guarantor shall deliver to Beneficiary or make available on Guarantor's web-site, at no cost or expense to Beneficiary, true, correct and complete copies of (i) the quarterly report on Form 10-Q of Guarantor for each of the first three (3) fiscal quarters of each fiscal year of Guarantor, promptly after the date such report is required to be filed or, if earlier, the date such report is filed, pursuant to the Exchange Act, and (ii) the annual report on Form 10-K of Guarantor for the most recently completed fiscal year of Guarantor, promptly after the date such report is required to be filed or, if earlier, the date such report is filed, pursuant to the Exchange Act;

B) If and for so long as Guarantor is not subject to the reporting requirements under Section 13 or 15(d) of the Exchange Act, (i) as soon as practicable and in no event later than forty-five (45) calendar days after the close of each of the first three (3) fiscal quarters of each fiscal year of Guarantor, Contractor shall deliver to Beneficiary financial statements of Guarantor (and its consolidated subsidiaries) and notes thereto comparable in all material respects to those that Guarantor would be required to include in its quarterly report on Form 10-Q for such fiscal quarter if Guarantor were subject to such reporting requirements, or such other form as is reasonably acceptable to Beneficiary, and (ii) as soon as practicable and in no event later than ninety (90) days after the close of the most recently completed fiscal year of Guarantor, Guarantor shall deliver to Beneficiary audited financial statements of Guarantor (and its consolidated subsidiaries) and notes thereto comparable in all material respects to those that Guarantor would be required to include in its annual report on Form 10-K for such fiscal year if Guarantor were subject to such reporting requirements or such other form as is reasonably acceptable to Beneficiary; and

C) Upon request of Beneficiary from time to time, Guarantor shall furnish to Beneficiary such other financial information relating to Guarantor or Contractor as may be prepared by Guarantor or Contractor from time to time in the normal conduct of its business.

9. Notices. All notices and other communications under this Guarantee must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by facsimile (with written confirmation of receipt), provided that a copy is also mailed to such party, or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or by mailing, certified mail (return receipt requested), in each case to the appropriate addresses and fax numbers set forth below (or to such other addresses and fax numbers as either party may designate by notice to the other party):

If to Beneficiary: PPL Electric Utilities Corporation
Two North Ninth Street
Allentown, Pennsylvania 18101
Attn: Credit Department
Fax: 610-774-7413

If to Guarantor: **[insert Guarantor name]**
[insert address]
[insert telephone number]
[insert fax number]

10. Miscellaneous. This Guarantee and each of its provisions may be waived, modified or varied, in whole or in part, only pursuant to a duly authorized written instrument signed by an authorized officer of both Beneficiary and Guarantor. No failure by Beneficiary to exercise its rights under this Guarantee shall give rise to any estoppel against Beneficiary or excuse Guarantor from performing under this Guarantee. No waiver by Beneficiary of performance by Guarantor under any of the provisions of this Guarantee shall be construed as a waiver of any subsequent performance by Guarantor under the same or any other provisions of this Guarantee. The headings used in this Guarantee are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Guarantee. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Guarantee and shall be binding upon Guarantor as an original signature.

11. Successors; Assignment. This Guarantee shall be binding upon the successors and permitted assigns of Guarantor and inure to the benefit of Beneficiary and its successors and assigns. Guarantor shall not assign this Guarantee or delegate any of its duties hereunder without the express prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed, and any such purported assignment without such consent shall be void.

12. Governing Law; Jurisdiction. This Guarantee shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles), including Sections 5-1401 and 5-1402 of the New York General Obligations Laws. Guarantor hereby submits to the exclusive jurisdiction of New York State and all federal courts located in the Borough of Manhattan in New York City over any disputes arising out of or relating to this Guarantee. Guarantor hereby irrevocably waives, to the fullest extent it may effectively do so, any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

13. Entire Agreement. This writing is the complete and exclusive statement of the terms of this Guarantee and supersedes all prior oral or written representations, understandings, and agreements between Beneficiary and Guarantor with respect to the subject matter hereof. Beneficiary and Guarantor agree that there are no conditions to the full effectiveness of this Guarantee.

14. Unenforceable Provisions. Any provision contained in this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Waiver of Jury Trial. GUARANTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, OR PROCEEDING RELATING TO THIS GUARANTEE.

[PPL NOTE: If Guarantor is an entity organized under the laws of a non-US jurisdiction, additional provisions will be required in this Guarantee, along with an opinion of counsel qualified in such jurisdiction on such additional matters as the Beneficiary may reasonably request.]

[Signature page follows]

IN WITNESS WHEREOF, Guarantor has duly signed this Guarantee as of the first date written above.

[Insert Guarantor name],
a []

By: _____

Name:

Title:

EXHIBIT H – FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [XXXXXXXXXX]

LETTER OF CREDIT AMOUNT	ISSUE DATE	EXPIRY DATE
=====	=====	=====
USD \$[XX,XXX,XXX].00	MO/DAY/	MO/DAY/YEAR

BENEFICIARY:
PPL Electric Utilities Corporation

APPLICANT:
[Insert name and address]

ADDRESS
Two North Ninth Street TW12
Allentown, PA 18101
Attn: Credit Group

WE, THE [BANK NAME], HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [XXXXXXXXXX] (THE "LETTER OF CREDIT"), IN FAVOR OF BENEFICIARY (ALSO REFERRED TO HEREIN AS "YOU"), BY ORDER AND FOR THE ACCOUNT OF APPLICANT, AVAILABLE FOR PAYMENT AT SIGHT AT OUR OFFICE LOCATED AT [ADDRESS] IN THE UNITED STATES FOR US\$ [XX,XXX,XXX].00 AGAINST THE FOLLOWING DOCUMENTATION REQUIREMENTS (WHICH MAY BE PRESENTED BY PHYSICAL DELIVERY OR BY FACSIMILE TRANSMISSION):

1.) BENEFICIARY'S DRAFT DRAWN ON US AT SIGHT BEARING THE CLAUSE: "DRAWN UNDER [INSERT ISSUING BANK'S NAME] STANDBY LETTER OF CREDIT NUMBER [XXXXXXXXXX]";

AND

2.) THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS, IF ANY, FOR OUR ENDORSEMENT;

AND

3.a) A STATEMENT PURPORTEDLY SIGNED BY A REPRESENTATIVE OF BENEFICIARY STATING THAT:

"A CONTRACTOR EVENT OF DEFAULT UNDER THAT CERTAIN MASTER SERVICES AGREEMENT FOR THE [INSERT PROJECT NAME] PROJECT BETWEEN [INSERT APPLICANT'S NAME] ("APPLICANT") OR ONE OR MORE OF ITS AFFILIATES AND PPL ELECTRIC UTILITIES CORPORATION ("BENEFICIARY") HAS OCCURRED AND THAT BENEFICIARY DEMANDS PAYMENT IN THE AMOUNT OF [INSERT AMOUNT UP TO ENTIRE REMAINING UNDRAWN AMOUNT] PURSUANT TO SUCH CONTRACT";

OR

3.b) A STATEMENT PURPORTEDLY SIGNED BY A REPRESENTATIVE OF BENEFICIARY STATING THAT:

"PAYMENT IS DUE AND OWING BY [INSERT APPLICANT'S NAME] ("APPLICANT") OR ONE OR MORE OF ITS AFFILIATES TO OR FOR THE ACCOUNT OF PPL ELECTRIC UTILITIES CORPORATION ("BENEFICIARY") UNDER THAT CERTAIN MASTER SERVICES AGREEMENT FOR THE [INSERT PROJECT NAME] PROJECT BETWEEN APPLICANT OR ONE OR MORE OF ITS AFFILIATES AND BENEFICIARY AND HAS NOT BEEN RECEIVED. WE THEREFORE DEMAND PAYMENT IN THE AMOUNT OF [INSERT AMOUNT UP TO ENTIRE REMAINING UNDRAWN AMOUNT] AS SAME IS DUE AND OWING";

OR

3.c) A STATEMENT PURPORTEDLY SIGNED BY A REPRESENTATIVE OF BENEFICIARY STATING THAT:

"THE EXPIRATION DATE OF IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [XXXXXXXXXX] IS LESS THAN THIRTY (30) DAYS FROM THE DATE OF THIS STATEMENT AND THAT [INSERT APPLICANT'S NAME] ("APPLICANT") UNDER SUCH LETTER OF CREDIT HAS FAILED TO PROVIDE A REPLACEMENT LETTER OF CREDIT THAT SATISFIES THE REQUIREMENTS UNDER THAT CERTAIN MASTER SERVICES AGREEMENT FOR THE [INSERT PROJECT NAME] PROJECT BETWEEN APPLICANT OR ONE OR MORE OF ITS AFFILIATES AND PPL ELECTRIC UTILITIES CORPORATION ("BENEFICIARY"). WE THEREFORE DEMAND PAYMENT IN THE AMOUNT OF [INSERT AMOUNT UP TO ENTIRE REMAINING UNDRAWN AMOUNT] PURSUANT TO SUCH CONTRACT".

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRY DATE UNLESS AT LEAST 60 DAYS PRIOR TO SUCH EXPIRY DATE, WE SEND BENEFICIARY NOTICE AT THE ABOVE STATED ADDRESS BY OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL OR ANY EXTENDED EXPIRY DATE.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED. IN THE EVENT OF ANY PARTIAL DRAWING WE WILL, PROMPTLY FOLLOWING PRESENTATION THEREOF, RETURN THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS TO YOU. ALL AMOUNTS PAID BY US TO BENEFICIARY IN COMPLIANCE WITH THIS LETTER OF CREDIT SHALL CONSTITUTE A PRO TANTO REDUCTION IN THE STATED AMOUNT OF THIS LETTER OF CREDIT.

THE FOREGOING DOCUMENTS EXPRESSLY REQUIRED BY THIS LETTER OF CREDIT FOR PRESENTATION MUST BE PRESENTED EITHER BY PHYSICAL DELIVERY OR BY FACSIMILE TRANSMISSION OF SUCH DOCUMENTS BY THE EXPIRY DATE OF THIS LETTER OF CREDIT, AS EXTENDED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS, AT OUR OFFICE LOCATED AT [INSERT ISSUER'S ADDRESS] OR TO FAX NUMBER: [INSERT ISSUER'S FAX NUMBER]; PROVIDED THAT ANY PRESENTATION BY FACSIMILE TRANSMISSION SHALL NOT BE EFFECTIVE UNTIL BENEFICIARY CONFIRMS BY TELEPHONE OUR RECEIPT OF SUCH PRESENTATION BY CALLING US AT TELEPHONE NUMBER [INSERT ISSUER'S TELEPHONE NUMBER]. IN THE EVENT OF ANY NON-CONFORMING PRESENTATION, WE SHALL IMMEDIATELY NOTIFY BENEFICIARY IN WRITING BY FACSIMILE TO FAX NUMBER 610-774-7413 THAT THE PRESENTATION HAS BEEN REJECTED, WHICH NOTICE SHALL INDICATE THE REASONS FOR DISHONORING SUCH PRESENTATION AND IN THE EVENT OF SUCH PRESENTATION BY PHYSICAL DELIVERY, WE SHALL RETURN TO BENEFICIARY THE DOCUMENTS PRESENTED BY BENEFICIARY IN SUPPORT OF ITS DEMAND FOR PAYMENT. BENEFICIARY MAY THEREAFTER PRESENT DOCUMENTS AND RECEIVE PAYMENT HEREUNDER IN THE EVENT A CONFORMING PRESENTATION IS MADE IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

IF WE RECEIVE A CONFORMING PRESENTATION NOT LATER THAN 11:00 A.M., NEW YORK TIME, ON ANY BUSINESS DAY WE WILL HONOR SUCH PRESENTATION NOT LATER THAN 3:00 P.M. NEW YORK TIME ON THE BUSINESS DAY FOLLOWING THE DATE OF SUCH PRESENTATION. IF WE RECEIVE A CONFORMING PRESENTATION LATER THAN 11:00 A.M., NEW YORK TIME, ON ANY BUSINESS DAY WE WILL HONOR SUCH PRESENTATION NOT LATER THAN 11:00 A.M., NEW YORK TIME, ON THE SECOND BUSINESS DAY FOLLOWING THE DATE OF SUCH PRESENTATION. ALL PAYMENTS MADE UNDER THIS LETTER OF CREDIT SHALL BE MADE BY MEANS OF WIRE TRANSFER IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS TO YOUR BANK ACCOUNT INDICATED BY BENEFICIARY.

ALL COSTS, FEES AND CHARGES RELATED TO THIS LETTER OF CREDIT NUMBER [XXXXXXXXXX] SHALL BE FOR THE ACCOUNT OF APPLICANT.

WE HEREBY ENGAGE WITH YOU THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED FOR PAYMENT ON OR BEFORE THE EXPIRY DATE, AS EXTENDED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE SUBJECT TO THE PROVISIONS (TO THE EXTENT THAT SUCH PROVISIONS ARE NOT INCONSISTENT WITH THIS LETTER OF CREDIT) OF THE INTERNATIONAL CHAMBER OF COMMERCE INTERNATIONAL STANDBY PRACTICES (ICC PUBLICATION NO. 590, 1998) (THE "ISP98"). WITH REGARD TO ALL MATTERS NOT PROVIDED FOR HEREIN, AND, TO THE EXTENT NOT INCONSISTENT WITH THE ISP98, THIS LETTER

OF CREDIT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

PLEASE DIRECT ANY WRITTEN CORRESPONDENCE INCLUDING DRAWING OR INQUIRIES ALWAYS QUOTING OUR REFERENCE NUMBER TO:

SINCERELY,

AUTHORIZED SIGNATURE

EXHIBIT I – INVOICING REQUIREMENTS

1.0 - DEFINITIONS APPLICABLE TO THIS EXHIBIT

“**Accrual**” means Work performed in one (1) accounting period that has not been invoiced or paid by the end of the accounting period that must be included in Company’s accounting results for the period.

“**GEP**” means the eMarketplace utilized by Company for processing invoices electronically. GEP’s eInvoice technology is used for construction-related invoices and has the ability to receive images of the invoice and supporting information.

“**Work**” has the meaning set forth in the Contract.

2.0 - REQUIREMENTS

- 2.1 Contractor shall invoice Work on a monthly basis in accordance with the requirements forth in this Section 2.
- 2.2 Contractor shall provide a single invoice on a monthly basis using the Form of Contractor Invoice (Attachment 2).
- 2.3 Contractor shall invoice all payment milestones not later than forty-five (45) days after milestone completion.
- 2.4 All invoices shall be submitted in accordance with the Monthly Invoice and Accrual Schedule (Attachment 1).
- 2.5 Each invoice shall include all required supporting information and documentation. The invoice backup provided must be sufficient to validate all amounts invoiced.
- 2.6 Contractor shall provide the Master Monthly Invoice Summary (Attachment 3) with each invoice.
- 2.7 Contractor shall post all invoices, complete with all required supporting information and documentation, to Company’s SharePoint site within one (1) day after the monthly invoice due date. Untimely, incomplete or inaccurate submittals will result in rejection of the invoice and require Contractor to re-submit a corrected invoice.
- 2.8 Contractor shall enter each monthly invoice into GEP in accordance with the Monthly Invoice and Accrual Schedule (Attachment 1).
- 2.9 Contractor shall post the following invoice/accrual information, including the Manual Accrual Form (Attachment 4), to Company’s SharePoint site by 5:00 P.M. on the date required by the Monthly Invoice and Accrual Schedule (Attachment 1).
 - (a) Contractor shall provide complete invoice/accrual information for the value of Work completed inception-to-date. This shall include all payment milestones known to have been completed as well as any other payment milestones expected to be completed through the current month end.
 - (b) Contractor shall provide a list of all invoices submitted inception-to-date.
 - (c) Contractor shall provide the following invoicing information for each invoice: gross value invoiced, retention amount applicable to the invoice, start/end dates of the Work included on the invoice, invoice submittal date and Contractor invoice number.
 - (d) Contractor shall provide the following accrual information: gross value of payment milestones completed but not yet invoiced, retention amount associated with such payment milestones, start/end dates of accrual, and estimated amounts to be accrued for the current month and any other prior period for which invoices have not yet been submitted to Company.
 - (e) The estimated amounts shall identify both the amounts to be invoiced and the applicable retention amounts.

- (f) The estimated accrual amounts shall include all Subcontractor work completed, or anticipated to be completed, but not invoiced within the designated period.
- 2.10 All Change Orders, amendments or options must be approved by Company in accordance with the terms of the Contract prior to Contractor invoicing any Change Order, amendment or Optional Work.
- (a) Each invoice including Change Order, amendment or Optional Work shall include an executed copy of the Change Order, amendment or option signed by Company's authorized representative.
- 2.11 Untimely, incomplete or inaccurate invoices shall be rejected, in which event Contractor shall resubmit corrected invoices within thirty (30) days of such rejection using the original invoice number and adding the applicable revision number (e.g., REV1, REV2, etc.).

3.0 - ATTACHMENTS

Attachment 1 - Monthly Invoice and Accrual Schedule

Attachment 2 – Form of Contractor Invoice

Attachment 3 - Master Monthly Invoice Summary

Attachment 4 - Manual Accrual Form

EXHIBIT I – ATTACHMENT 1: MONTHLY INVOICE AND ACCRUAL SCHEDULE

Monthly Invoice and Accrual Schedule	
Invoice Due	Accrual Due
January 1, 2016	December 21, 2015
February 1, 2016	January 26, 2016
March 1, 2016	February 24, 2016
April 1, 2016	March 25, 2016
May 1, 2016	April 26, 2016
June 1, 2016	May 26, 2016
July 1, 2016	June 25, 2016
August 1, 2016	July 26, 2016
September 1, 2016	August 26, 2016
October 1, 2016	September 27, 2016
November 1, 2016	October 26, 2016
December 1, 2016	November 21, 2016

Schedule to be updated for each subsequent year.

EXHIBIT I – ATTACHMENT 2: FORM OF CONTRACTOR INVOICE

[Contractor's Letterhead]

[Date]

This invoice is hereby delivered to you in respect of the month of [●] (the “**Current Month**”) pursuant to the Master Services Agreement, dated [●] (as amended, supplemented or otherwise modified, the “**Contract**”), between PPL Electric Utilities Corporation, a corporation organized under the laws of the Commonwealth of Pennsylvania with offices located at Two North Ninth Street, Allentown, Pennsylvania 18101 (“**Company**”), and [●], a corporation organized under the laws of the State of [●] (“**Contractor**”), (collectively the “**Parties**”).

1. Summary Information

- | | | |
|-----|--|-------|
| (a) | Contract Number: | [●] |
| (b) | Invoice Number: | [●] |
| (c) | Date of Invoice: | [●] |
| (d) | Monthly Time Period of Invoice: | [●] |
| (e) | Invoice Amount: | [●] |
| (f) | Company Representative: | [●] |
| (g) | PPL Super Project Number and Name: | [●] |
| (h) | PPL Work Order Number(s): | [●] |
| (i) | Original Contract Price: | [\$●] |
| (j) | Net Change to Contract Price by Change Orders
and Amendments Executed by the Parties and
Options Elected by Company: | [\$●] |
| (k) | Current Contract Price (Total Approved Contract Value): | [\$●] |
| (l) | Less amounts previously invoiced (Value Invoiced To Date): | [\$●] |
| (m) | Less amount of current invoice (Current Invoice Value): | [\$●] |
| (n) | Balance of the Contract Price: | [\$●] |
| (o) | Percentage of Work Complete: | [●]% |

2. Details Regarding this Invoice

(a) Invoice Amounts:

1. PAYMENT MILESTONES COMPLETED DURING THE CURRENT MONTH				
PPL Work Order	Payment Milestone	Description	Payment Milestone Amount	Amount Invoiced
	[•]		[•]	[\$•]
	[•]		[•]	[\$•]
	[•]		[•]	[\$•]
	[•]		[•]	[\$•]
	[•]		[•]	[\$•]
	[•]		[•]	[\$•]
2. AMOUNTS PAYABLE IN RESPECT OF CHANGE ORDERS, AMENDMENTS OR OPTIONS				
PPL Work Order	Applicable Contract Document	Description	Amount set forth in Change Order, Amendment or Option	Amount Invoiced
	[•]		[\$•]	[\$•]
	[•]		[\$•]	[\$•]
3. OTHER ITEMS (RETENTION, INTEREST, OTHER ADJUSTMENTS DUE UNDER CONTRACT)				
PPL Work Order	Item	Description	Amount Invoiced	
	[•]	[•]	[\$•]	
	[•]	[•]	[\$•]	
4. TOTAL AMOUNT OF THIS INVOICE				[\$•]

3. Details Regarding Change Orders or Amendments Executed by the Parties and Options Elected by Company

(a) Change Orders and Amendments Executed by the Parties and Options Elected by Company:

PPL Work Order	Applicable Contract Document	Description	Adjustment to Contract Price
	[•]	[•]	\$[•]
	[•]	[•]	\$[•]
	[•]	[•]	\$[•]
	[•]	[•]	\$[•]
Total Value:			\$[•]

4. Supporting Documentation

- (a) Attached as Appendix 1 hereto is Contractor’s certification that all Work covered by this invoice has been completed in accordance with the terms of the Contract.
- (b) Attached as Appendix 2 hereto is documentation evidencing that all Work covered by this Invoice has been fully completed and that Contractor is entitled to payment in the amount of this invoice.
- (c) Attached as Appendix 3 hereto is a [Partial Lien Waiver and Release with respect to all Work performed through the date of this Invoice, executed by Contractor.] / [Final Lien Waiver and Release with respect to all Work, executed by Contractor.]
- (d) Attached as Appendix 4 hereto are [Partial Lien Waiver and Releases with respect to all Work performed through the date of this Invoice, executed by each Subcontractor having Subcontracts in excess of \$25,000 whose services are included in the Work covered by this Invoice.] / [Final Lien Waiver and Releases, executed by each Subcontractor having Subcontracts in excess of \$25,000 whose services are included in the Work covered by this Invoice.]

5. Representations and Warranties. Contractor hereby represents and warrants that, as of the date hereof:

- (a) Contractor has provided Company with all reports and other deliverables required to have been provided prior to the date hereof; and
- (b) the Contract has not been terminated.

[CONTRACTOR]

By _____

Name:

Title:

EXHIBIT I – ATTACHMENT 3: MASTER MONTHLY INVOICE SUMMARY

Invoice #	Date Invoice Submitted	Gross Amount Invoiced	Retention Amount	Start Date of Period Covered by Invoice	End Date of Period Covered by Invoice

EXHIBIT I – ATTACHMENT 4: MANUAL ACCRUAL FORM

Monthly Accrual Report

Contractor:

Contract Number:

Report Issue Date:

Accrual Data Through:

Description	Company Work Order # (if applicable)	Total Value of Work Completed but not Invoiced and Requiring Accrual	Associated Retention (Enter Zero or Minus)	Start Date of Period Covered by Accrual	End Date of Period Covered by Accrual

EXHIBIT J - PERMITS

COMPANY PERMITS	[•]
CONTRACTOR PERMITS	[•]
JOINT PERMITS	[•]

EXHIBIT K – FORM OF CHANGE ORDER

Change Order No.: _____ Contractor: _____

Date of Issuance: _____ Effective Date: _____

This Change Order (“**Change Order**”) is issued pursuant to the terms and conditions of the Master Services Agreement, dated [●] (as amended, supplemented or otherwise modified, the “**Contract**”), between PPL Electric Utilities Corporation, a corporation organized under the laws of the Commonwealth of Pennsylvania (“**Company**”), and [●], a [] organized under the laws of [●] (“**Contractor**”), (collectively the “**Parties**”).

Unless otherwise defined herein, capitalized terms used in this Change Order shall have the meanings given to them in the Contract.

1. The Contract is modified as follows upon execution of this Change Order.
2. Description (including all details required pursuant to the Contract, as applicable):
3. Attachments: [List, if applicable]
4. Original Contract Price: \$[●]
5. Change in Contract Price from previously approved Change Orders, Amendments and Options exercised by Company:

Contract Document	Description	Adjustment to Contract Price
[●]	[●]	\$[●]
[●]	[●]	\$[●]
[●]	[●]	\$[●]
[●]	[●]	\$[●]
Total		\$[●]

Contract Price prior to this Change Order: \$[●]

Net Additional Cost of this Change Order: \$[●]

Contract Price incorporating this Change Order: \$[●]

6. This Change Order modifies the Guaranteed Completion Dates as follows: No change, unless otherwise stated.
7. The amount of this Change Order will be paid as follows: In accordance with Section 3(b) of the Contract, unless otherwise stated.
8. This Change Order contains the entire agreement between the Parties regarding the scope of this Change Order and all matters relating thereto or howsoever arising therefrom. This Change Order constitutes full and final settlement of all cost, schedule and other impacts, whether past, present or future, whether known or unknown, arising from or relating to the matters covered in this Change Order, including the direct and indirect impact of such matters and any cumulative impact that such matters may have when considered separately or in conjunction with any previous or concurrent changes, and Contractor hereby waives, on behalf of itself and all other Contractor Parties, all rights and entitlement at law or otherwise to claim any adjustments to the

Contract Price or other additional costs, adjustments to the Guaranteed Completion Dates or any other schedule changes, other impacts relating thereto and changes to any terms and conditions of the Contract other than those expressly stated herein, and hereby releases and indemnifies, on behalf of itself and all other Contractor Parties, each Company Indemnitees from any demands, claims or liabilities from any Contractor Party in respect of any such claims. This Change Order and the Contract as previously amended constitute the complete understanding of the Parties.

Accepted by [Insert name of Contractor]

By: _____
Name: _____
Title: _____

Accepted by **PPL ELECTRIC UTILITIES CORPORATION**

By: PPL EU SERVICES CORPORATION, its Agent

By: _____
Name: _____
Title: _____

EXHIBIT L
LIEN WAIVER FORMS

EXHIBIT L.1 – CONTRACTOR PARTIAL LIEN WAIVER

RELEASE AND WAIVER

PPL Electric Utilities Corporation, (“**Company**”) Contractor: _____, (“**Contractor**”)

Reference is hereby made to the Master Services Agreement for [**insert Project name**], dated [●], between Company and Contractor (as the same may be amended or modified from time to time, the “**Contract**”). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Contract.

KNOWN ALL MEN BY THESE PRESENTS, that Contractor, for and in consideration of \$ _____ (the “**Payment**”), representing full payment on account of all Work performed under the Contract through the date hereof, hereby on behalf of its itself and its successors and assigns, and those acting by or through any of the foregoing:

1. unconditionally and irrevocably releases and forever discharges Company, all of its affiliates, and all of their respective shareholders, subsidiaries, members, partners, managers, trustees, directors, officers, agents, employees, representatives, sureties, insurers and invitees thereof, together with their successors and assigns (collectively, the “**Released Parties**”), of and from any and all indebtedness and Claims of whatsoever nature and character, that Contractor has or may have against any of them, their successors or assigns, arising in any manner in connection with the Work performed through the date hereof, the Project or on account of performance through the date hereof under the Contract;
2. certifies to Company that, apart from the Payment, Contractor has received payment under the Contract on or before the date hereof in the aggregate amount of \$ _____ ;
3. unconditionally and irrevocably waives, releases, remises, relinquishes and quit claims any and all Liens and/or claims of and/or rights to any Liens with respect to the Work, the Site, the Project or any other premises of any of the Released Parties in connection with or on account of Work, equipment, and/or Materials furnished through the date hereof at or for such Work, Site, Project or premises under the Contract;
4. represents and warrants to Company that, except for payments listed below to be made to the Subcontractor(s) listed below upon Contractor’s receipt of the Payment (If none, write “None”), it has paid in full or has otherwise satisfied all obligations to any and all Subcontractors of any tier in connection with or on account of the Work, equipment, and Materials furnished through the date hereof at or for the Work, the Site, the Project and/or the other premises of any of the Released Parties under the Contract:

[_____];

5. agrees to defend, indemnify and hold harmless the Released Parties from and against any Losses, costs and expenses (including attorneys’ fees) arising out of Claims of any and all Subcontractors of any tier in connection with or on account of Work, equipment, and Materials furnished through the date hereof at or for the Work, the Site, the Project and/or the other premises of any of the Released Parties under the Contract or any breach of any representation or warranty included herein or any false statement made in this Release and Waiver;
6. represents and warrants to Company that (a) Contractor has not assigned or pledged any rights or claims in any amount due or to become due from Company; (b) no claims from subcontractors, vendors, mechanics or materialmen against the Released Parties have

been submitted to Contractor with respect to the Project or remain unsatisfied as of the date hereof; (c) no mechanics' or materialmen's liens have been filed by Contractor or any of its Subcontractors with respect to the Project that have not been fully discharged and removed; and (d) payment of all amounts due has been or will be made to all consultants, employees, subcontractors, laborers and material suppliers, at all tiers, and all other entities, for all labor, services, materials and equipment furnished by or through Contractor for the Project, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Work performed under the Contract; and

7. acknowledges and agrees that (a) Company is relying upon the representations and warranties made herein as a material inducement for Company to make payment to Contractor; (b) this Release and Waiver is freely and voluntarily given by Contractor, and Contractor has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Release and Waiver, and Contractor has voluntarily accepted the terms herein for the consideration recited above; and (c) the tendering of payment by Company and the receipt of payment and the execution of this Release and Waiver by Contractor shall not, in any manner whatsoever, release Contractor from (i) its continuing obligations under the Contract with respect to the completion of any work at the Project that remains incomplete, including warranty work, or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Contractor with respect to the Released Parties; or (iii) any other obligations of Contractor with respect to the Released Parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, Contractor has duly executed this Release and Waiver on the date set forth below.

CONTRACTOR

[Insert name of Contractor]

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

being duly sworn deposes and says that he/she is _____ of the Contractor named above; that he/she is duly authorized to execute the foregoing Release and Waiver; and that the certifications, representations and statements made in the foregoing Release and Waiver are true to his/her own knowledge.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS _____ DAY OF _____, 201_

NOTARY PUBLIC

EXHIBIT L.2 – SUBCONTRACTOR PARTIAL LIEN WAIVER

RELEASE AND WAIVER

PPL Electric Utilities Corporation, (“**Company**”) Subcontractor: _____, (“**Subcontractor**”)

KNOWN ALL MEN BY THESE PRESENTS, that Subcontractor, for and in consideration of \$_____ (the “**Payment**”), representing full payment on account of labor, services, materials, equipment and/or work furnished through the date hereof under its subcontract(s) with [**insert name of Contractor**], a [**insert jurisdiction of incorporation**] corporation (“**Contractor**”) or any of Contractor’s direct or indirect subcontractors (of any tier) to furnish certain labor, services, materials, equipment and/or work (“**Subcontract(s)**”) in connection with the completion of, and/or other work relating to, the [**insert Project name**] (together with all related facilities, installations and improvements and the property on which they are located, the “**Project**”), hereby on behalf of its itself and its successors and assigns, and those acting by or through any of the foregoing:

1. unconditionally and irrevocably releases and forever discharges Company, all of its affiliates, and all of their respective shareholders, subsidiaries, members, partners, managers, trustees, directors, officers, agents, employees, representatives, sureties, insurers and invitees thereof, together with their successors and assigns (collectively, the “**Released Parties**”), of and from any and all indebtedness and claims of whatsoever nature and character, that Subcontractor has or may have against any of them, their successors or assigns, arising in any manner in connection with the labor, services, materials, equipment and/or work furnished by or through Subcontractor for the Project through the date hereof (collectively, the “**Work**”), the Project, the Site (as defined below) or on account of performance through the date hereof under the Subcontract(s);
2. certifies to Company that, apart from the Payment, Subcontractor has received payment under its Subcontract(s) on or before the date hereof in the aggregate amount of \$_____ ;
3. unconditionally and irrevocably waives, releases, remises, relinquishes and quit claims any and all liens, claims, pledges, mortgages, security interests, right of retention, charges and/or other encumbrances and/or claims of and/or rights to any of the foregoing with respect to the site of any of the Work or the Project (collectively, the “**Site**”), the Work or any other premises of any of the Released Parties in connection with or on account of the Work;
4. represents and warrants to Company that, except for payments listed below to be made to the subcontractor(s) listed below upon Subcontractor’s receipt of the Payment from Contractor or any other subcontractor relating to the Work (If none, write “None”), it has paid in full or has otherwise satisfied all obligations to any and all of its subcontractors of any tier in connection with or on account of the Work, any labor, services, materials, equipment and/or work furnished through the date hereof at or for the Site, the Project and/or the other premises of any of the Released Parties in connection with the Project:

[_____];
5. agrees to defend, indemnify and hold harmless the Released Parties from and against any losses, liabilities, fines, penalties, damages, costs and expenses (including attorneys’ fees) arising out of claims of any and all of its subcontractors of any tier in connection with or on account of Work, labor, services, materials, equipment and/or work furnished through the date hereof at or for the Site, the Project and/or the other premises of any of the Released Parties under the Subcontract(s) or any breach of any representation or warranty included herein or any false statement made in this Release and Waiver;
6. represents and warrants to Company that (a) Subcontractor has not assigned or pledged any rights or claims in any amount due or to become due from Contractor or any other subcontractor or supplier with respect to the Project, (b) no claims from subcontractors, vendors, mechanics or

materialmen against the Released Parties have been submitted to Subcontractor with respect to the Project or remain unsatisfied as of the date hereof; (c) no mechanics' or materialmen's liens have been filed by Subcontractor or any of its subcontractors with respect to the Project that have not been fully discharged and removed; and (d) payment of all amounts has been made when due or will be made when due, as applicable, to all consultants, employees, subcontractors, laborers and material suppliers, at all tiers, and all other entities, for all labor, services, materials and equipment furnished by or through Subcontractor for the Project, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Project; and

7. acknowledges and agrees that (a) Contractor and Company are relying upon the representations and warranties made herein as a material inducement for Contractor or Company to make payment to Subcontractor; (b) this Release and Waiver is freely and voluntarily given by Subcontractor, and Subcontractor has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Release and Waiver, and Subcontractor has voluntarily accepted the terms herein for the consideration recited above; and (c) the tendering of payment by Contractor or Company and the receipt of payment and the execution of this Release and Waiver by Subcontractor shall not, in any manner whatsoever, release Subcontractor from (i) its continuing obligations under its Subcontract(s) with respect to the completion of any work at the Project that remains incomplete, including warranty work or guaranty work, or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Subcontractor with respect to the Released Parties; or (iii) any other obligations of Subcontractor with respect to the Released Parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, Subcontractor has duly executed this Release and Waiver on the date set forth below.

SUBCONTRACTOR

[Insert name of Subcontractor]

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

being duly sworn deposes and says that he/she is _____ of the Subcontractor named above; that he/she is duly authorized to execute the foregoing Release and Waiver; and that the certifications, representations and statements made in the foregoing Release and Waiver are true to his/her own knowledge.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS _____ DAY OF _____, 201_

NOTARY PUBLIC

EXHIBIT L.3 – CONTRACTOR FINAL LIEN WAIVER

RELEASE AND WAIVER

PPL Electric Utilities Corporation, (“Company”)

Contractor: _____, (“Contractor”)

Reference is hereby made to the Master Services Agreement for [insert Project name], dated [●], between Company and Contractor (as the same may be amended or modified from time to time, the “Contract”). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Contract.

KNOWN ALL MEN BY THESE PRESENTS, that Contractor, for and in consideration of \$_____, representing full and final payment under the Contract, hereby on behalf of itself and its successors and assigns, and those acting by or through any of the foregoing:

1. unconditionally and irrevocably releases and forever discharges Company, all of its affiliates, and all of their respective shareholders, subsidiaries, members, partners, managers, trustees, directors, officers, agents, employees, representatives, sureties, insurers and invitees thereof, together with their successors and assigns (collectively, the “Released Parties”), of and from any and all indebtedness and Claims of whatsoever nature and character, that Contractor has or may have against any of them, their successors or assigns, arising in any manner in connection with the Work, the Project, the Site or on account of performance under the Contract;
2. certifies to Company that, apart from the consideration recited above, Contractor has received payment under the Contract on or before the date hereof in the aggregate amount of \$_____;
3. unconditionally and irrevocably waives, releases, remises, relinquishes and quit claims any and all Liens and/or claims of and/or rights to any Liens with respect to the Work, the Site, the Project or any other premises of any of the Released Parties in connection with or on account of Work, equipment, Company Provided Material, Contractor’s Equipment and/or Materials furnished at or for such Work, Site, Project or premises under the Contract;
4. represents and warrants to Company that, except for payments listed below to be made to the Subcontractor(s) listed below upon Contractor’s receipt of final payment relating to Final Acceptance (If none, write “None”), it has paid in full or has otherwise satisfied all obligations to any and all Subcontractors of any tier in connection with or on account of the Work, equipment, and Materials furnished at or for the Work, the Site, the Project and/or the other premises of any of the Released Parties under the Contract:

[_____];
5. agrees to defend, indemnify and hold harmless the Released Parties from and against any Losses, costs and expenses (including attorneys’ fees) arising out of Claims of any and all Subcontractors of any tier in connection with or on account of Work, equipment, Contractor’s Equipment, Company Provided Material and Materials furnished at or for the Work, the Site, the Project and/or the other premises of any of the Released Parties under the Contract or any breach of any representation or warranty included herein or any false statement made in this Release and Waiver;
6. warrants and represents to Company that (a) Contractor has not assigned or pledged any rights or claims in any amount due or to become due from Company; (b) no claims from subcontractors, vendors, mechanics or materialmen against the Released Parties have been submitted to Contractor with respect to the Project or remain unsatisfied as of the date hereof; (c) no mechanics’ or materialmen’s liens have been filed by Contractor or any of its Subcontractors with

respect to the Project that have not been fully discharged and removed in accordance with the Contract; (d) payment of all amounts due has been made when due or will be made when due, as applicable, to all consultants, employees, subcontractors, laborers and material suppliers, at all tiers, and all other entities, for all labor, services, materials and equipment furnished by or through Contractor for the Project, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Work performed under the Contract; and (e) all contracts with consultants and subcontractors employed, used or engaged by Contractor in connection with the Project have been completed or have been terminated; and

7. acknowledges and agrees that (a) Company is relying upon the representations and warranties made herein as a material inducement for Company to make payment to Contractor; (b) this Release and Waiver is freely and voluntarily given by Contractor, and Contractor has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Release and Waiver, and Contractor has voluntarily accepted the terms herein for the consideration recited above; and (c) the tendering of payment by Company and the receipt of payment and the execution of this Release and Waiver by Contractor shall not, in any manner whatsoever, release Contractor from (i) its continuing obligations under the Contract with respect to the completion of any work at the Project that remains incomplete, including warranty work, or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Contractor with respect to the Released Parties; or (iii) any other obligations of Contractor with respect to the Released Parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, Contractor has duly executed this Release and Waiver on the date set forth below.

CONTRACTOR

[Insert name of Contractor]

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

being duly sworn deposes and says that he/she is _____ of the Contractor named above; that he/she is duly authorized to execute the foregoing Release and Waiver; and that the certifications, representations and statements made in the foregoing Release and Waiver are true to his/her own knowledge.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS _____ DAY OF _____, 201__

NOTARY PUBLIC

EXHIBIT L.4 – SUBCONTRACTOR FINAL LIEN WAIVER

RELEASE AND WAIVER

PPL Electric Utilities Corporation, (“**Company**”) Subcontractor: _____, (“**Subcontractor**”)

KNOWN ALL MEN BY THESE PRESENTS, that Subcontractor, for and in consideration of \$ _____, representing full and final payment under its subcontract(s) with [**insert name of Contractor**], a [**insert jurisdiction of organization**] [**corporation**] (“**Contractor**”) or any of Contractor’s direct or indirect subcontractors (of any tier) to furnish certain labor, services, materials, equipment and/or work (“**Subcontract(s)**”) in connection with the completion of and/or other work relating to [**insert Project name**] (together with all related facilities, installations and improvements and the property on which they are located, the “**Project**”), hereby on behalf of its itself and its successors and assigns, and those acting by or through any of the foregoing:

1. unconditionally and irrevocably releases and forever discharges Company, all of its affiliates, and all of their respective shareholders, subsidiaries, members, partners, managers, trustees, directors, officers, agents, employees, representatives, sureties, insurers and invitees thereof, together with their successors and assigns (collectively, the “**Released Parties**”), of and from any and all indebtedness and claims of whatsoever nature and character, that Subcontractor has or may have against any of them, their successors or assigns, arising in any manner in connection with the labor, services, materials, equipment and/or work furnished by or through Subcontractor for the Project (collectively, the “**Work**”), the Project, the Site (as defined below) or on account of performance under the Subcontract(s);
2. certifies to Company that, apart from the consideration recited above, Subcontractor has received payment under its Subcontract(s) on or before the date hereof in the aggregate amount of \$ _____;
3. unconditionally and irrevocably waives, releases, remises, relinquishes and quit claims any and all liens, claims, pledges, mortgages, security interests, rights of retention, charges and/or encumbrances and/or claims of and/or rights to any of the foregoing with respect to the site of any of the Work or the Project (collectively, the “**Site**”), the Work or any other premises of any of the Released Parties in connection with or on account of the Work;
4. represents and warrants to Company that, except for payments listed below to be made to the subcontractor(s) listed below upon Subcontractor’s receipt of final payment from Contractor or any other subcontractor relating to the Work (If none, write “None”), it has paid in full or has otherwise satisfied all obligations to any and all of its subcontractors of any tier in connection with or on account of the Work, any labor, services, materials, equipment and/or work furnished at or for the Site, the Project and/or the other premises of any of the Released Parties in connection with the Project:

[_____];
5. agrees to defend, indemnify and hold harmless the Released Parties from and against any losses, liabilities, fines, penalties, damages, costs and expenses (including attorneys’ fees) arising out of claims of any and all of its subcontractors of any tier in connection with or on account of Work, labor, services, materials, equipment and/or work furnished at or for the Site, the Project and/or the other premises of any of the Released Parties in connection with the Project or any breach of any representation or warranty included herein or any false statement made in this Release and Waiver;
6. represents and warrants to Company that (a) Subcontractor has not assigned or pledged any rights or claims in any amount due or to become due from Contractor or any other subcontractor or supplier with respect to the Project; (b) no claims from subcontractors, vendors, mechanics or

materialmen against the Released Parties have been submitted to Subcontractor with respect to the Project or remain unsatisfied as of the date hereof; (c) no mechanics' or materialmen's liens have been filed by Subcontractor or any of its subcontractors with respect to the Project that have not been fully discharged and removed; (d) payment of all amounts has been made when due or will be made when due, as applicable, to all consultants, employees, subcontractors, laborers and material suppliers, at all tiers, and all other entities, for all labor, services, materials and equipment furnished by or through Subcontractor for the Project, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Project; and (e) all contracts with consultants and subcontractors employed, used or engaged by Subcontractor in connection with the Project have been completed or have been terminated; and

7. acknowledges and agrees that (a) Contractor and Company are relying upon the representations and warranties made herein as a material inducement for Contractor or Company to make payment to Subcontractor; (b) this Release and Waiver is freely and voluntarily given by Subcontractor, and Subcontractor has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Release and Waiver, and Subcontractor has voluntarily accepted the terms herein for the consideration recited above; and (c) the tendering of payment by Contractor or Company and the receipt of payment and the execution of this Release and Waiver by Subcontractor shall not, in any manner whatsoever, release Subcontractor from (i) its continuing obligations under its Subcontract(s) with respect to the completion of any work at the Project that remains incomplete, including warranty work or guaranty work, or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Subcontractor with respect to the Released Parties; or (iii) any other obligations of Subcontractor with respect to the Released Parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, Subcontractor has duly executed this Release and Waiver on the date set forth below.

SUBCONTRACTOR

[Insert name of Subcontractor]

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

being duly sworn deposes and says that he/she is _____ of the Subcontractor named above; that he/she is duly authorized to execute the foregoing Release and Waiver; and that the certifications, representations and statements made in the foregoing Release and Waiver are true to his/her own knowledge.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS _____ DAY OF _____, 201__

NOTARY PUBLIC

EXHIBIT M
COMPLETION CERTIFICATES

EXHIBIT M.1 – SUBSTANTIAL COMPLETION CERTIFICATE

Date: _____

Attention: _____

Re: Substantial Completion Certificate; Master Services Agreement for **[insert Project name]**, dated **[●]** (as amended, supplemented or otherwise modified) (the "**Contract**"), by and between PPL Electric Utilities Corporation ("**Company**") and **[●]** ("**Contractor**")

Pursuant to Section 31 of the Contract, Contractor hereby certifies that each of the following conditions is satisfied on and as of the date set forth above (capitalized terms used herein shall have the meaning as defined in the Contract):

1. Contractor has completed all of the Work contemplated in the Contract and the applicable Individual Release or Authorization, and has satisfied all obligations applicable to the Work other than the obligations that are expressly stated to be carried out after Substantial Completion (such as the Punch List Items);
2. the Project has successfully completed all factory acceptance tests and all commissioning, inspection and testing requirements, including Asset Commissioning for the Project and has successfully completed all required PJM testing and is fully compliant with all PJM requirements for the Project to be placed in service without restrictions of any kind;
3. Contractor has provided all documentation and training required for the Project to be placed in service;
4. the Project is free from any defect and capable of operation in a full, safe and reliable manner in accordance with all PJM requirements, Applicable Laws, Applicable Permits and Good Industry Practices;
5. Contractor has paid to Company all Late Completion Payments and all Late Document Delivery Payments that have accrued as of the date of achievement of Substantial Completion;
6. Contractor has provided Company with the Warranty L/C in the amount of five percent (5%) of the Contract Price;
7. Contractor has provided Company with copies of all Contractor Permits and associated approvals required to be obtained by Contractor, which Contractor Permits shall be in full force and effect and neither subject to (i) any legal proceeding or any unsatisfied condition that could reasonably be expected to result in material modification or revocation to any such Contractor Permit, nor (ii) under appeal, nor (iii) subject to any appeal period available under Applicable Law; and
8. Contractor has fulfilled each other condition precedent to Substantial Completion, if any, set forth in the applicable Individual Release or Authorization and the Contract.

Attached is all documentation required to be provided by Contractor under the Contract to establish that Contractor has achieved all requirements under the Contract for achievement of Substantial Completion.

The person signing below is authorized to submit this certificate to Company for and on behalf of Contractor.

IN WITNESS WHEREOF, Contractor has caused this Substantial Completion Certificate to be duly executed and delivered as of the date first written above.

[CONTRACTOR]

By: _____

Name: _____

Title: _____

Date: _____

Company Acceptance or Rejection of Substantial Completion Certificate attached hereto

Pursuant to Section 31 of the Contract, Company _____ accepts or _____ rejects (check one) the Substantial Completion Certificate attached hereto.

If Substantial Completion was achieved, Substantial Completion was achieved on _____, 20__.

No acceptance by Company of any or all of the Work or any other obligations of Contractor under the Contract, including acceptance of Substantial Completion, nor any payment made hereunder, whether an interim or final payment, shall in any way release Contractor or any surety of Contractor from any obligations or liability pursuant to the Contract, including obligations with respect to unperformed obligations of the Contract or for any Work that does not conform to the requirements of the Contract, corrective work obligations, any liabilities for which insurance is required by Contractor and the payment of any and all fines and penalties assessed as a result of Contractor's failure to comply with any Applicable Laws.

The basis for any rejection of Substantial Completion is attached hereto.

The person signing below is authorized to submit this form to Contractor for and on behalf of Company.

For and on behalf of

PPL Electric Utilities Corporation

By: PPL EU SERVICES CORPORATION, its Agent

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT M.2 – FINAL ACCEPTANCE CERTIFICATE

Date: _____

Attention: _____

Re: Final Acceptance Certificate; Master Services Agreement for [insert Project name], dated [●] (as amended, supplemented or otherwise modified) (the "Contract"), by and between PPL Electric Utilities Corporation ("**Company**") and [●] ("**Contractor**")

Pursuant to Section 33 of the Contract, Contractor hereby certifies that each of the following conditions is satisfied on and as of the date set forth above (capitalized terms used herein shall have the meaning as defined in the Contract):

1. the Project has achieved and continues to meet all of the requirements for Substantial Completion;
2. Contractor has completed all Work, including all Punch List Items, Site clean-up obligations, and delivery of as-built Project Documents, and performed all of its obligations other than warranty obligations and any obligations that survive termination of the Contract;
3. Contractor has paid to Company all Late Completion Payments and Late Document Delivery Payments payable under this Contract;
4. Contractor has provided Company with an original duly executed copy of the Contractor Release and Waiver and each applicable Subcontractor Release and Waiver (the date of each of which is concurrent with the date of receipt of payment recited therein for the applicable Work);
5. Contractor has completed close out of all Contractor Permits, including completing any notices of termination (and submitting the same to Company) and closing out all agency findings and notices of violations, as applicable;
6. Contractor has fulfilled each other condition precedent to Final Acceptance, if any, set forth in the in the applicable Individual Release or Authorization and the Contract;
7. Contractor has provided Company with the Required Credit Support applicable to the Work with respect to Contractor's obligations that remain in effect following Final Acceptance;
8. Contractor has completed all actions under the Environmental Management Plan; and
9. [Contractor has returned or destroyed all NERC CIP Assets and Information in compliance with the NERC Critical Infrastructure Standards and Exhibit T.]

Attached is all documentation required to be provided by Contractor under the Contract to establish that Contractor has achieved all requirements under the Contract for achievement of Final Acceptance.

The person signing below is authorized to submit this certificate to Company for and on behalf of Contractor.

IN WITNESS WHEREOF, Contractor has caused this Final Acceptance Certificate to be duly executed and delivered as of the date first written above.

[CONTRACTOR]

By: _____

Name: _____

Title: _____

Date: _____

Company Acceptance or Rejection of Final Acceptance Certificate attached hereto

Pursuant to Clause 33 of the Contract, Company _____ accepts or _____ rejects (check one) the Final Acceptance Certificate attached hereto.

If Final Acceptance was achieved, Final Acceptance was achieved on _____, 20__.

No acceptance by Company of any or all of the Work or any other obligations of Contractor under the Contract, including acceptance of Final Acceptance, nor any payment made hereunder, whether an interim or final payment, shall in any way release Contractor or any surety of Contractor from any obligations or liability pursuant to the Contract, including obligations with respect to unperformed obligations of the Contract or for any Work that does not conform to the requirements of the Contract, corrective work obligations, any liabilities for which insurance is required by Contractor and the payment of any and all fines and penalties assessed as a result of Contractor's failure to comply with any Applicable Laws.

The basis for any rejection of Final Acceptance is attached hereto.

The person signing below is authorized to submit this form to Contractor for and on behalf of Company.

For and on behalf of

PPL Electric Utilities Corporation

By: PPL EU SERVICES CORPORATION, its Agent

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT N – CONTRACTOR ENVIRONMENTAL REQUIREMENTS

[NOTE: TO BE REVIEWED BY PPL RELATIVE TO SCOPE]

Introduction

Company has a legitimate and vested interest on behalf of itself and its customers in ensuring the proper environmental permitting and operations occur on both Company fee owned land and within Company and public rights-of-way. Proper environmental permitting and environmental operations affects customer satisfaction, environmental stewardship, regulatory relations, and ensures that Company and its customers are not exposed to unnecessary legal and operational costs in the short and long term.

Contractor is expected to understand and fully comply with all Applicable Permits issued as part of the Work. Company will require certain interactions with Contractor that are discussed throughout this Exhibit N to ensure the proper compliance with Applicable Permits and to ensure overall environmental regulatory compliance.

Contractor Parties shall comply with all local, county, state, and federal environmental regulations and best management practices ("**BMPs**"), including but not limited to, Pennsylvania Code §§ 102, 105, and 106 regulations, Pennsylvania's Solid Waste Management Act, Clean Fill Policy, and Oil Pollution Act. Additionally, Contractor Parties shall comply with all Site-specific Applicable Permits issued or obtained as part of the Work.

Contractor will develop an Environmental Management Plan to establish compliance with Exhibit N and any Site-specific Applicable Permits. Contractor shall provide the Environmental Management Plan to Company in accordance with Section 39(a) of this Contract. Contractor may update the Environmental Management Plan for specific or unique Work. Contractor shall maintain the Environmental Management Plan in the field at all times along with the other required Project Documents.

Contractor shall be responsible for ensuring that any of its Subcontractors also abide by all procedures and protocols outlined and referenced in this Exhibit N.

In addition to those specific points discussed later in this Exhibit N, Company will retain the following rights:

- Company will be the direct point of contact with all regulatory agencies when any change to an accepted permitting or environmental practice is to be discussed. Company has worked hard to establish waivers/work practices with the applicable regulatory agencies and changes to these waivers/work practices made by Contractor without Company involvement could have unexpected consequences across Company's portfolio of work.
- If a modification to an existing/issued permit (e.g., NPDES, Individual, General Permit, etc.) is being requested by Contractor, Company will be consulted before any amended work starts and shall review the final package prior to submission to the regulatory agency.

Environmental Permitting – Analysis & Attainment

To the extent practical, all work is to be planned in such a manner as to minimize overall environmental impacts and overall environmental permitting burden. While impact minimization is always a goal, Contractor will generally be expected to utilize the full right of way width as the "Limit of Disturbance" in any permit application when planning or permitting for linear projects. This will result in is a slightly increased permit fee, but will substantially reduce issues and restrictions that often present during construction.

Contractor shall be responsible to ensure that all required environmental permit(s) are assessed, developed, attained, executed, and closed out in full compliance with Applicable Laws. Company requires certain triggers, or control points, that are discussed throughout this Exhibit N. Contractor is required to utilize permitting contractors that are familiar with Company's permitting needs and local regulations and have well established relationships with the applicable Governmental Authorities (hereafter referred to as "**Permitting Contractors**"). A list of such Permitting Contractors may be obtained from Company. Contractor's main point of contact for permitting shall be T&S Permitting while the main point of contact for all other environmental matters shall be the Company's Environmental Professional. In addition, the Company will retain the following rights:

- Company retains the right to field audit any activity for environmental compliance without warning. If any condition is identified that would likely result in an environmental harm and/or a formal Notice of Violation (“NOV”), Company shall direct Contractor to immediately address the condition and may shut the job down if needed.
- Company shall be consulted before permitting work starts, and shall review the final package prior to submission to any Governmental Authority.
- Company’s environmental representatives shall (at a minimum) be invited to participate in the following project permit touch points (initiated by Contractor):
 - Pre-Application Meeting
 - Pre-Construction Meeting
 - Enforcement Action Meeting (formal NOV or Environmental Enforcement)
 - Project Closure (environmental)

Contractor shall comply with Company’s permitting expectations described below. The information below does not absolve Contractor from regulatory compliance.

1) Desktop Analysis

- i. Contractor shall ensure that a desktop regulatory overview is completed for the Project and other associated projects. Contractor shall analyze and permit each unique portion of Work separately (e.g., the substation is to be permitted separately from the distribution underground cable work).
- ii. The analysis shall be conducted using readily available information, including but not limited to data obtained from the :
 1. U.S. Geological Survey 7.5 minute topographic maps;
 2. National Wetlands Inventory maps;
 3. National Hydrography Inventory;
 4. Federal Emergency Management Agency maps;
 5. Aerial photographs, and websites for the U.S. Fish and Wildlife Services;
 6. U.S. Army Corps of Engineers (“USACE”);
 7. Natural Resources Conservation Services
 8. Pennsylvania Department of Environmental Protection (“PaDEP”);
 9. Pennsylvania Department of Conservation and Natural Resources;
 10. Pennsylvania Historical and Museum Commission-State Historic Preservation Office (“PHMC”);
 11. The Pennsylvania Game Commission;
 12. The Pennsylvania Fish and Boat Commission;
 13. The Local County Conservation District (“LCCD”);
 14. The local City/Township; and
 15. Any additional applicable entities not listed that are discovered during the course of due diligence.
- iii. The Project shall be evaluated for the following (including but not limited to):
 1. Ecological:
 - a. Water of the United States (“WOTUS”), including wetlands;
 - b. Threatened and endangered species potential habitat to the extent required by permits;
 - c. Navigable waters;
 - d. Existing Use Classification for Streams;
 - e. Impaired waterways on 303(d) list;
 2. Cultural resources to the extent required by permits;
 3. Federal and state lands;
 4. Foreign utilities;
 5. Road/highways/interstate/driveways;
 6. Railroads;
 7. Construction needs; and
 8. Federal, state, local, and municipal environmental permits.
- iv. The information shall be used to evaluate basic site conditions and identify permit requirements. Unless otherwise agreed to by Company, Contractor shall only obtain those permits and plans required by Applicable Law to be obtained.

- v. Contractor shall complete a Permit Plan (a form which shall be provided to Contractor by Company upon request) and submit to the Company Environmental Professional upon completion of these analyses, and with each subsequent change to the Permit Plan.
 - vi. Contractor shall notify Company if the analysis shows any required wetland mitigation. If any payments or banking are required, Contractor shall not be responsible for any such payment(s).
- 2) Field Verification
- i. Contractor shall ensure that proper ecological field studies are conducted in support of required Applicable Permits.
 - ii. Field studies must include:
 - 1. Determination and delineation for WOTUS, including wetlands;
 - 2. Threatened and endangered species habitat evaluation to the extent required by permits;
 - 3. Sensitive natural communities; and
 - 4. Other features of concern suspected to occur in the proposed Project area.
 - iii. Field evaluations for WOTUS shall be conducted within the area specified by Company. The field effort and approach shall follow the requirements of the appropriate USACE District as specified by their Regulatory Department. Identification of potential jurisdictional waters shall be based upon the routine determination methodology published in the:
 - 1. 1987 Corps of Engineers Wetland Delineation Manual (1987 Manual); and
 - 2. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0).
 - iv. A protected species habitat evaluation and delineation within the proposed Project area shall be conducted concurrently with the wetland delineation, but only if required by Applicable Permits.
 - v. Archeologists shall conduct a cultural records review to identify recorded archeological or historic sites within the Project area, and field surveys shall be performed in compliance with Applicable Laws and guidelines, only if required by Applicable Permits.
 - vi. Upon completion of field surveys, technical reports shall be prepared for inclusion with appropriate permit/clearance application packages.
- 3) Agency Coordination
- i. Pre-Application Meeting
 - 1. Should a NPDES permit be required, a Company representative shall attend the pre-application meeting to help ensure regulatory consistency by the LCCD and PaDEP.
 - 2. The use of the Permit Pre-Application Checklist shall be required (a copy of which shall be provided to Contractor by Company upon request).
 - 3. Contractor shall produce and circulate meeting minutes.
 - ii. Pre-Construction Meeting
 - 1. Should a formal pre-construction meeting with the regulators be required, the Company representative shall attend to help ensure regulatory consistency by the LCCD and PaDEP.
 - 2. The use of the Pre-Construction Meeting Checklist shall be required (a copy of which shall be provided to Contractor by Company upon request).
 - 3. Contractor shall produce and circulate meeting minutes.
 - iii. Enforcement/Inspections
 - 1. Contractor shall invite the Company Environmental Professional to any inspections that are planned or scheduled with, or by, any Governmental Authorities.
 - 2. Attendance by Company is not required for the inspection to occur.
 - 3. Contractor shall produce and circulate meeting minutes.
 - iv. Project Closure
 - 1. A Company representative shall be invited to the final project closure walk down to sign-off on all environmental aspects before the Project is turned over to Company for operation.
 - 2. Copies of all permit closure documents shall be provided to the Company Environmental Professional.
 - 3. Contractor shall produce and circulate meeting minutes.

v. Non-Routine Agency Meetings

1. Contractor shall produce and circulate meeting minutes for any other meetings with the regulators not covered above.

4) Permitting

The following concepts shall be considered when developing all permits and permit plans. Contractor is responsible for identification, development of permitting packages, and acquisition of all required permits as well as compliance with all Applicable Laws, including environmental regulations. Any and all permit fees will be paid by Contractor.

To the extent practical, existing roads will be used to access the Site along the right of way.

i. Electric Utilities Waivers – The following waivers are either unique to electric utility work or can be often applied based on generally accepted work practices:

1. Waiver #2 - A water obstruction in a stream or floodway with a drainage area of 100 acres or less that allows some un-permitted stream crossings. This would be needed for any structure or activity which changes, expands, or diminishes the course, current or cross section of a watercourse, floodway, or body of water.

2. Waiver #3 - An aerial crossing of a non-navigable stream or wetland by electric utilities that allows for the installation of monopoles in wetlands and temporary matting for access.

3. Waiver #11 - The removal of abandoned dams and water obstructions.

ii. Post Construction Stormwater Management Plans (“PCSM”)

1. Permanent PCSM's will only be allowed on substation properties. For permits developed for linear projects, no permanent PCSM obligations will be acceptable.

2. To the extent possible, permanent PCSM obligations, when required, will be minimized. If PCSM obligations in the permit application will require monitoring more frequently than twice per year, and after significant rain events, Company approval by the Manager of Environmental Compliance will be required.

iii. Pennsylvania Natural Diversity Index (“PNDI”)

1. PNDI searches shall only be run if required for General Permits (“GPs”), NPDES Permits, or other requirements under Applicable Laws.

2. If required, the PNDI shall be run annually until such time as the Project is complete and all permit(s) closed.

iv. Pennsylvania Historical and Museum Commission (PHMC)

1. Records reviews through PHMC shall only be conducted if required for GPs, NPDES Permits, or other requirements under Applicable Laws.

2. Contractor is responsible to develop and execute any PHMC requirements for final issuance of permits.

v. Submerged Land License Agreements (“SLLA”)

1. Required when Contractor applies for a Chapter 105 permit to occupy submerged lands of the state. This includes areal and underground crossings of navigable streams.

2. SLLA will be executed on behalf of Company by Contractor.

3. Copies of fully executed SLLA(s) will be forwarded to Company right of way agent to allow for future annual payments by Company.

vi. Department of Transportation (“DOT”) or Pennsylvania Turnpike Commission (“PTC”)

1. Contractor shall obtain any necessary road permits including but not limited to Highway Occupancy Permits, Limited-Use Access Permits, Minimum-Use Drive Permit, Oversize/Overweight Hauling Permits

vii. Foreign Utilities

1. Contractor shall obtain any necessary foreign utility crossing permits.
- viii. Railroad Permits & Interactions

1. Contractor shall coordinate with Company's Senior Right of Way Specialist to obtain any necessary right-of-entry permits and/or crossing permits

Copies of all executed permits will be supplied to the Company Environmental Professional prior to the start of construction. At a minimum, Contractor shall provide a single (full size and color) paper copy and a PDF of each document.

Environmental Compliance (Non-Permitting)

Company is required to comply with many environmental regulations dealing with chemical tracking, storage, and reporting. As such, Contractor will be responsible to alert Company when the below conditions are present as part of the Work. This information will also be detailed in the Environmental Management Plan.

- 1) Spill Prevention Control and Countermeasure ("SPCC") Plan.
The Federal Oil Pollution regulations in 40 CFR 112 require that certain facilities that store or use oil on-site prepare a SPCC plan. Contractor shall ensure compliance with the applicable regulations and alert Company when a new property (sub-station, service center, etc.) is being designed/develop/constructed that will have either; a total of 1,320 gallons of oil storage (including storage of oil in electrical equipment), or a change in oil filled equipment for an existing property (e.g. change out an oil filled CB with an SF6 CB).
 - a. [SPCC Plan Initiation – Prior to, or concurrent with, the issuance of the final Substation Design package, Contractor shall issue the SPCC Form (a copy of which shall be provided to Contractor by Company upon request) and a basic substation diagram to Company at (EnvironmentalCompliance@pplweb.com)]
 - b. Report Development – Company shall develop the SPCC plan and post to the internal SharePoint site prior to the Project's "in service" day, in compliance with all Applicable Laws. Final site commission may not occur without this plan issued unless written permission is received from the Company's Manager – Environmental Compliance.
- 2) Tier II Chemical Inventory
The Emergency Planning and Community Right-to-Know Act ("EPCRA") was created to help communities plan for emergencies involving hazardous substances. Contractor shall ensure full compliance with EPCRA by ensuring that a complete listing of all Tier II chemicals permanently on-site (e.g., battery acid) are properly added to CASCADE (Company's internal equipment tracking system), with a copy emailed to Company at (EnvironmentalCompliance@pplweb.com).
Company shall complete any required Tier II reports during the next reporting cycle.
- 3) Greenhouse Gas ("GHG") Handling – Sulfur Hexafluoride ("SF6") Gas
The Federal Air Program in 40 CFR 98 requires that Company properly handle, track, use, and recycle SF6 Gas. Whenever Contractor is handling SF6 gas, the following conditions shall apply at all times.
 - a. Installation – It is expected that all new SF6 gas containing equipment is purchased and delivered with sufficient SF6 to perform the initial filling. Contractor shall utilize Concorde Specialty Gases, Inc., (Concorde) to install any SF6 gas, if required for the Project. If additional SF6 gas must be purchased for use in the Company equipment, it shall be taken from Company stores or ordered from Concorde. All SF6 gas used shall be in full compliance with T&S Standards and manufacturer recommendations.
 - b. Recycling – All excess SF6 gas must be recycled and reclaimed through Concorde. Instructions on how to schedule service with Concorde is discussed in the "Environmental Job Aid – Concorde SF6 Services" memo (a copy of which shall be provided to Contractor by Company upon request).
 - c. Reporting – Annual GHG reporting is performed by Company Environmental Compliance. The information is obtained from CASCADE and from Concorde. Contractor shall ensure any updates are made in CASCADE.
- 4) Preparedness, Prevention, Contingency ("PPC") Plans (i.e., Spill Plans)
The development and use of a PPC shall be done in full compliance with 40 CFR 125 and 25 PA Code Chapter 91.34.
 - a. Contractor shall develop a site specific PPC plan for each area of Work (e.g., substation vs. transmission tap)
 - b. Contractor shall ensure compliance with the PPC plan at all times.
 - c. Copies of the PPC plan will be submitted to the Company Environmental Professional as part of the pre-construction process.
- 5) Wetland & Water bodies

All wetlands and water bodies within 50 feet of any construction or travel area to be utilized during construction shall be surveyed and flagged in the field with clear demarcation by a certified wetland specialist. These flags shall clearly dictate a boundary line that shall not be crossed by Contractor or their Subcontractors. The only methods allowed for crossing/entering a designated wetland are follows:

- a. If there is a pre-existing access road it can be utilized to cross the wetland. Note that simple maintenance of the road would be allowed, but no major restoration, expansion, or creation of roads within wetlands will be allowed without consulting with Company as a permit may be required for such activity.
- b. If no road exists and wetland matting shall be used to cross/enter any designated wetlands. Matting is required in all wetlands. Any additional matting used by Contractor outside of designated wetlands is solely at Contractor's discretion and costs. When matting is required, additional analyses shall be conducted in consultation with Company to determine if permits are needed.
- c. Any other method must be expressly allowed in a permit issued by the appropriate regulatory agency.

Environmental Permitting - Execution

One fully executed copy of each Applicable Permit will be maintained on-site throughout construction.

Prior to start of construction, Contractor shall execute all required Co-Permittee forms when the Work has a NPDES or Individual Permit associated with it as part of the scope of the Work. A copy of the fully authorized Co-Permittee form will be submitted to Company's Environmental Professional lead no less than fifteen (15) days prior to the start of Work. Contractor shall submit the completed form to the Governmental Authorities for final approval.

The following concepts shall be considered by Contractor when developing all work plans for construction. It is the responsibility of Contractor to ensure compliance with all Applicable Laws and Applicable Permits.

- Upon temporary cessation of an earth disturbance activity, or any stage or phase of an activity where a cessation of earth disturbance activities will exceed four (4) days, the Site shall be immediately seeded, mulched, or otherwise protected from accelerated erosion and sedimentation pending future earth disturbance activities. (Pa Code 25. Chapter 102.22).
- All BMPs shall be installed and maintained in accordance with the most current revision of PADEP's Erosion and Sediment Pollution Control Program Manual (March 2012). BMPs shall be installed prior to the start of any earth disturbance activities. BMPs cannot be removed until the area is permanently stabilized (e.g. minimum 70% uniform, perennial vegetative cover).
- Laydown areas – Contractor shall identify and procure laydown areas (if necessary). In order to minimize earth disturbance and avoid additional permitting burdens, Contractor will seek to use an existing developed area (i.e., black top or stoned surface) for a laydown area. If an existing area cannot be used, then Contractor shall seek to develop a laydown area and obtain all required Applicable Permits associated with the laydown area.
- At a minimum, Contractor will conduct site inspection after each rain event and no less than monthly. If a permit has more aggressive inspection requirements, those will take precedence.
 - Copies of all inspection logs will be maintained on-site at all times.
 - Any deficiencies noted will be addressed within 48 hours. If not addressed within 48 hours, the inspection log will detail the plan/schedule to address.
 - Any failures in the stormwater controls or environmental compliance shall be reported to the Company Environmental Professional immediately. It shall be the responsibility of the Company Environmental Professional to file any required "Self Report" to the regulator.

Audits, Agency Inspections, & NOV's (Environmental)

Company retains the right to audit any activity for environmental compliance. If, in Company's sole discretion, any potential non-compliance with Applicable Laws or an Applicable Permit is identified, that would likely result in a violation of Applicable Law or a formal NOV, Company shall direct Contractor to immediately address any deficiencies, including but not limited to shutting the job down, needed to avoid the NOV.

- No Change Order will be approved for corrective actions, or a shutdown of work, as a result of a finding that Contractor is in violation of Applicable Laws or an Applicable Permit.

- Failure to address findings in a timely matter, or develop a formal plan for a longer term solution, may result in Company retaining a separate contractor resource to resolve the inspection findings. Company will provide written notification at least twenty-four (24) hours prior to taking this action and all costs will be deducted from Contractor's invoice to address said findings.

Contractor will provide copies of ALL regulatory site inspections (e.g., EPA, PADEP and County Conservation District (CCD)) to the Manager - Environmental Compliance and Environmental Professional within 24 hours of receipt.

- If a violation is noted, Contractor shall notify the Manager - Environmental Compliance, PPL EU, by phone the same day. If the Manager - Environmental Compliance, PPL EU is unable to be contacted, then Contractor will provide notification through Company's twenty-four (24) hour Emergency hotline (1-877-393-5805).
 - If a violation or finding is noted on the inspection, Contractor shall issue a written restoration plan to address all findings within forty-eight (48) hours to the issuing agency with a copy to the Manager - Environmental Compliance, PPL EU. This may be done through email or written letter.
 - Within twenty-four (24) hours of the findings being resolved, Contractor shall submit a letter to the inspecting agency showing resolution of all findings with a copy to the Manager - Environmental Compliance, PPL EU.
 - If a formal NOV is issued, Contractor shall alert the Manager - Environmental Compliance, PPL EU by phone. Notification must be verbally confirmed the same day as receipt of the NOV.
 - Contractor shall take immediate corrective action, which corrective action shall include appropriate additions or modifications to the Environmental Management Plan. Corrective action may include, but is not limited to, removal from the Site of any supervisor or employee not implementing or following the necessary environmental measures, increasing the amount of environmental training, removing environmental hazards, repairing/replacing failed BMP's, and/or discontinuing unsafe or non-compliant practices.
 - Contractor will provide a copy of the NOV to Company along with a preliminary written report within twenty-four (24) hours of the agency inspection. This preliminary report will include the initial corrective action plan too.
 - Contractor shall issue a complete final report within (10) Business Days or such other time period as may be otherwise agreed by Company and Contractor of each such incident's occurrence.
 - Company shall be permitted to participate in the settlement process.
 - Company shall not be responsible for any costs associated with NOV settlement discussions.
 - The Manager - Environmental Compliance, for Company must approve all settlement agreements prior to submission to the agency.

Waste, Excess Soil, and Salvage

Except as stated in Sections 2(c) and (d) below, Contractor will be responsible to ensure proper classification and handling of all waste, excess soil/fill, and salvage associated with the Work. It is normally expected that minimal Residual Waste will be generated as part of the Work and that no Hazardous Materials will be generated by the planned Work.

- 1) Excess Fill/ Excess Soil
 - a. To the extent possible, any soil or fill generated will be left on-site (on the property from which it is generated). The soil is to be properly placed and stabilized pursuant to the Clean Fill Policy issued by the Pennsylvania Department of Environmental Protection (including any amended or successor policy, the "Clean Fill Policy") and Chapter 102, 105, and 106 regulations.
 - b. If the excess fill cannot be utilized within the current property, all attempts will be made to reuse the materials on the job site. The soil is to be properly placed and stabilized pursuant to the Clean Fill Policy and Chapter 102 and 106 regulations.
 - c. If, as a last resort, excess fill cannot be handled on-site, arrangements will be made by Contractor to move off-site in full compliance with the Clean Fill Policy. Costs for removal/disposal will be paid for by Contractor.

- d. In compliance with the Invasive Species Mitigation Plan (described below) requirements, Contractor will NOT move excess fill onto or across any land owned by the Commonwealth of Pennsylvania, the United States government or any agency thereof, ("**Government Land**") without first obtaining written permission from Company.
- e. If excess soil must be removed from Company-owned land (e.g. substations and service centers), it will either be tested to ensure compliance with the Clean Fill Policy or disposed of through a Company-approved waste vendor. A minimum of 2 weeks' notice is required to coordinate roll-offs through Company's waste contractors (described below) to handle this material as a Residual Waste.

2) Waste

a. Municipal Waste

- i. Office/trailer waste will be properly disposed of by Contractor during work execution and at completion of each job.
- ii. All municipal waste roll-offs and dumpsters are to be removed from the job-site within two weeks of the job's completion and prior to final billing by Contractor.
- iii. All costs and arrangements for municipal waste disposal are to be addressed by Contractor.

b. Residual Waste

- i. Wood Poles – If the Work is expected to generate one (1) truckload (or less) of wood poles, the wood poles shall be brought back to the closest Company service center for disposal/recycling. For Work that could generate more than one (1) truckload of wood poles, Contractor may request a job site pickup. This shall be coordinated through the local Environmental Professional at least two (2) weeks prior to the requested job site pickup date. Contractor shall not give away or sell any wooden poles to the public.
 - 1. Disposal - Wooden poles are to be cut-up into 4' lengths and placed into roll-offs provided by Company for disposal.
 - 2. Recycling (preferred option) – If recycling is an option, the wooden poles may be left full length or the longest lengths that can safely be moved to the pole staging area. Contractor is to offload these wooden poles at the pole staging area.
- ii. Construction Debris – Company will provide roll-offs for all construction and demolition debris. Contractor will direct and oversee the staging, setting, filling, and change-out of these dumpsters.
- iii. Contractor must allow Company a minimum of two (2) weeks to make arrangements for the initial roll-offs delivered to the work site by Company. Along with the request for roll-offs, Contractor will provide an estimate of the volumes and types of waste expected to be generated. If Contractor becomes aware of changes to the estimated volumes, Contractor shall notify the Company and provide an explanation for the deviation. While Company is responsible to coordinate the initial waste roll-off, Contractor will be responsible to coordinate the pickup/drop-off of roll-offs directly with Company's waste vendor for ongoing operations until the waste container is no longer required. Contractor is to alert Company when the roll-off can be removed from Site.
- iv. Company, at its sole discretion, shall determine whether to dispose of any or all Residual Waste under its existing waste disposal contract(s), or require Contractor to arrange for the disposal of the Residual Waste with a Company

approved vendor. Contractor will be responsible for all Residual Waste disposal costs, whether incurred by Company or Contractor.

- v. Any charges incurred by Company for mixed waste (e.g. Hazardous Material placed in dumpster), overfilling, or damage to the containers will be deducted from Contractor's invoice by Company.
- c. Special Handling Waste (e.g. Asbestos)
- i. No Special Handling Waste (as defined in 25 Pa. Code Section 287) is expected to be generated as a result of the Work. If at any time Special Handling Waste is to be generated, Contractor will contact Company's Environmental Professional within 48 hours of discovery of the Special Handling Waste to coordinate disposal.
 - ii. A minimum of two (2) weeks' notice to Company's Environmental Professional is required to arrange for disposal of Special Handling Waste. Along with the request for disposal services, Contractor will provide an estimate of the volumes and types of waste expected to be generated. If Contractor becomes aware of changes to the estimated volumes, Contractor shall notify Company will and provide an explanation for the deviation.
 - iii. Company, at its sole discretion, shall determine whether to dispose of all Special Handling Waste under its existing waste contract(s) or require Contractor to arrange for the disposal of the Special Handling Waste with a Company approved vendor. Contractor will be responsible for all Special Handling Waste disposal costs, whether incurred by Company or Contractor.
 - iv. Any charges incurred by Company for mixed waste (e.g. hazardous waste placed in dumpster), overfilling, or damage to the containers will be deducted from Contractor's invoice by Company.
- d. Hazardous Material
- i. No Hazardous Material is expected to be generated as a result of the planned work.
 - ii. If at any time Hazardous Material is to be generated, Contractor will contact Company's Environmental Professional within forty-eight (48) hours of discovery of the Hazardous Material for direction on how Contractor is to proceed with respect to the Hazardous Material. Along with the request for disposal services, Contractor will provide an estimate of the volumes and types of waste expected to be generated. If Contractor becomes aware of changes to the estimated volumes, Contractor shall notify Company and provide an explanation for the deviation.
 - iii. Company, at its sole discretion, shall determine whether to dispose of all Hazardous Material under its existing waste contract(s) or require Contractor to arrange for the disposal of the Hazardous Material with a Company approved vendor. Contractor will be responsible for all Hazardous Material disposal costs, whether incurred by Company or Contractor.
 - iv. Hazardous Material disposal costs resulting from a Contractor spill or negligence will be Contractor's sole responsibility. If the spill was from Company owned equipment, the disposal will be performed through Company's waste vendor and the costs deducted from Contractor's invoice.

3) Scrap Metal & Salvage

- a. Used circuit breakers, transformers, and other oil filled equipment will be collected by Contractor for removal by Company's assigned vendor(s). The costs/credits for this oil filled equipment sale/recycling will be directly billed/credited to Company. The lead electrical contractor will coordinate these activities. A minimum of ten (10) days' notice is required for scheduling with Company's excess electrical equipment contractor.
 - b. SF6 Gas filled equipment removal is to be done in accordance with all Applicable Laws. The removal and disposal of all used SF6 gas will be performed by Company's assigned SF6 vendor. A minimum of ten (10) days' notice is required for scheduling with Company's SF6 contractor.
 - c. Steel structures are to be removed in accordance with Company's "Steel Transmission/Distribution Structures Removal/Renovation Procedure" which is available upon request to Company.
 - d. All other scrap/salvage materials are to be recycled by Contractor with salvage costs being applied as a credit to the invoice. Salvage credits will be applied in whole without a markup for processing or handling.
 - e. When salvaging more than \$50,000.00 worth of material, Contractor shall obtain a minimum of three bids for salvage payout and utilize the vendor with the highest overall payout.
 - f. All scrap or salvage facilities proposed for use by Contractor must be reviewed and approved by both Company's Environmental group and Asset Recovery group.
- 4) Building/Structure Demolition
- a. All building and structure demolitions shall be completed in compliance with Company's Environmental Procedure "Pre-Demolition Pre-Renovation Process (Rev 0) (a copy of which shall be provided to Contractor by Company upon request).

Invasive Species (Plant) Mitigation Plans

Contractor will develop an Invasive Species Mitigation Plan for all work. The Invasive Species Mitigation Plan will be available, and on-site, at all times when working on, or crossing, Government Lands. The Invasive Species Mitigation Plan will also be produced upon request by Company, but does not need to be on-site when not on Government Land.

The Invasive Species Mitigation Plan will address the specific Contractor controls in place to ensure that invasive plant species are not introduced, spread, or made worse while completing Work for Company. At a minimum, the Invasive Species Mitigation Plan will address the following prior to entering Government Lands;

- i. Documenting of existing site conditions;
- ii. Identifying Government Lands in the field;
- iii. Employee training/awareness;
- iv. Minimization of earth disturbance;
- v. Equipment/Vehicle washing (included matting);
- vi. PPE/Clothing decontamination;
- vii. Documentation/records keeping;
- viii. Certified weed free mulch (for mulch tubes);

- ix. Certified weed free seed (if needed);
- x. Certified weed free soil (when soil must be brought on-site); and
- xi. Early detection/Rapid Response (when invasive are accidentally introduced).

If Contractor actions or lack thereof, result in the introduction or exacerbation of an invasive plant species, Contractor will be responsible to develop a response plan and upon Company approval, execute the remedy. All costs for this work will be the responsibility of Contractor.

Emergency Response (Environmental)

Contractors are REQUIRED to have spill cleanup materials on-site at all times in the field to immediately respond to small releases (e.g. spilled diesel, failed hydraulic hoses, etc.). Contractor must show proof that an emergency response plan is in place to respond within 2 hours upon request by any Company representative.

Any spill cleanups will be performed to the current Statewide Health Residential Standards unless otherwise agreed to by Company and the landowner.

- The Manager - Environmental Compliance, PPL EU will be the point of contact for all spills with the Environmental Professional serving as a backup.
- All spills to waterways (i.e. lakes, rivers, storm drains, creeks, etc.) must be reported to the Manager - Environmental Compliance, PPL EU by phone within two (2) hours of the event with positive contact being confirmed. If the Manager is not available, then Contractor will call Company's twenty-four (24) hour Emergency hotline and leave a detailed message (1-877-393-5805). All other spills (not impacting a waterway), must be reported within twenty-four (24) hours.
- Contractor shall submit a written report documenting the release to the Manager - Environmental Compliance, PPL EU within forty-eight (48) hours of the release. If a cleanup is required, a final report will also be submitted showing compliance with residential standards under the Pennsylvania Act 2 program. This report will include a copy of the state environmental agency's approval of the Final Report.
- Any and all waste generated as a result of a spill or release from Contractor's or its Subcontractor's owned/operated/leased/rented/borrowed equipment will be Contractor's responsibility to address at its sole cost and expense. Company, at its sole discretion, shall determine whether to dispose of such waste under its existing waste contract(s) or require Contractor to arrange for the disposal of the waste with a Company approved vendor.
- Any and all fines resulting from the release will be the sole responsibility of Contractor to resolve and pay.

All spills and releases from Company owned equipment shall be reported according to guidelines in the "PPL-EU Contractor Reporting Procedure" (a copy of which shall be provided to Contractor by Company upon request) and all cleanup activity shall be managed by Company Environmental Professional.

Avian Compliance

All avian mortalities and injuries (resulting from an injury associated with Company's assets) shall be reported to the Company Environmental Professional on form 5268 "Avian Mortality" (a copy of which shall be provided to Contractor by Company upon request) within 24 hours of discovery. Bald Eagle injuries shall be reported within 2 hours of discovery to the Manager - Environmental Compliance, PPL EU.

All other avian issues shall be addressed by Contractor as part of the project development. This may include, but is not limited to, nest removals, take permits, avian monitoring, and nest relocations.

Time of Year restrictions for avian issues shall be incorporated into the overall project plan as required.

Job Closeout

Contractor will be responsible to ensure proper job closeout for all work pursuant to the "Environmental Procedure – Environmental Permit – Project Closure" document (a copy of which shall be provided to Contractor by Company upon request). The items listed below are specific to environmental closeout items.

Site Restoration – Prior to final demobilization from the job, Contractor will ensure all waste is removed (including containers), all recycling completed, and site restoration completed. Site restoration will consist of;

- a. Vegetative areas - better than 70% vegetative cover with perennial growth across the job site.
- b. Stoned/impervious areas – 100% coverage per job scope.
- c. All ruts/damage repaired.
- d. Removal of stormwater BMP's upon completion of the above and at the direction of the assigned Company Environmental Professional;
- e. If permitted (NPDES/Individual),
 - i. Provide redline copies to the Environmental Professional of field modifications to the permit.
 - ii. Complete the Notice of Termination for the Co-Permittee form. This form is to be submitted to the Environmental Professional for final execution.
 - iii. Resolve any findings by the regulator required for final permit termination.
- f. Close out all agency findings/NOV's if applicable.

If site restoration is not completed due to seasonal restrictions (i.e. grass will not grow in the winter), Contractor will inspect the site after each rain event (1" in 24 hours) and perform all required repairs to ensure compliance with the environmental regulations. These inspections will continue until the above restoration requirements are completed.

Other

Contractor must have plans and training in place to address the following. Contractor must notify Company of any claims resulting from a failure to comply with the items below, but it will be the sole responsibility of Contractor to address any such claims.

- 1) Avian Flu – Contractor will develop and provide employee training on how to protect against transmitting the Avian Flu when working on or adjacent too, poultry, poultry farms, and/or poultry production facilities. This plan will cover awareness, recognition, and mitigation efforts.
- 2) Bio Security Zones - Contractor will develop and provide employee training on how to ensure compliance with the regulations pertaining to "Agricultural Biosecurity". The purpose of this regulation is established procedures to ensure protection of agriculture against the transference of transmissible disease or hazardous substance.

Company Points of Contact

Michael Hasel, Manager – Environmental Compliance, PPL EU, mjhasel@pplweb.com, (484) 661-4279

Environmental Professionals (See Coverage Map)

EXHIBIT O - DELAY LIQUIDATED DAMAGES

The following daily Delay Liquidated Damage amounts shall apply to late achievement of the applicable Guaranteed Completion Dates:

Substantial Completion Liquidated Damages: 0.15% of Contract Price per day

Final Acceptance Liquidated Damages: 0.05% of Contract Price per day

EXHIBIT P - EQUIPMENT RATES AND LABOR RATES

[To be inserted]

EXHIBIT Q – KEY PERFORMANCE INDICATORS

[To be provided]

EXHIBIT R.1 – FORM OF NOTICE TO PROCEED

[Company Letterhead]

NOTICE TO PROCEED

[Date]

Re: Notice to Proceed

Ladies and Gentlemen:

This Notice to Proceed is hereby issued to you pursuant to the Master Services Agreement, dated [•] (as amended, supplemented or otherwise modified, the "**Contract**"), between PPL Electric Utilities Corporation, a corporation organized under the laws of the Commonwealth of Pennsylvania ("**Company**"), and [•], a [_____] organized under the laws of [•] ("**Contractor**"). Company hereby instructs Contractor to commence performance of the Work (as defined in the Contract) on the Business Day immediately following the date of this Notice to Proceed.

PPL ELECTRIC UTILITIES CORPORATION

By: PPL EU SERVICES CORPORATION, its Agent

By: _____
Name: _____
Title: _____

EXHIBIT R.2 – FORM OF LIMITED NOTICE TO PROCEED

[Company Letterhead]

NOTICE TO PROCEED

[Date]

Re: Notice to Proceed

Ladies and Gentlemen:

This Limited to Proceed is hereby issued to you pursuant to the Master Services Agreement, dated [•] (as amended, supplemented or otherwise modified, the "**Contract**"), between PPL Electric Utilities Corporation, a corporation organized under the laws of the state of Delaware with offices located at Two North Ninth Street, Allentown, Pennsylvania 18101 ("**Company**"), and [•], a corporation organized under the laws of the State of [•] ("**Contractor**"). Company hereby instructs Contractor to commence performance of the specific items of Work (as defined in the Contract) identified in the Schedule to this Limited Notice to Proceed (the "**LNTP Services**") on the Business Day immediately following the date of this Limited Notice to Proceed.

PPL ELECTRIC UTILITIES CORPORATION

By: PPL EU SERVICES CORPORATION, its Agent

By: _____
Name: _____
Title: _____

SCHEDULE TO LIMITED NOTICE TO PROCEED

1. Description of the LNTP Services: [•].
2. Price included in the Contract Price for the LNTP Services: [•].
3. Payment Terms for the LNTP Services: [•].
4. Other Instructions: [•].

EXHIBIT S – [RESERVED]

EXHIBIT T – NERC / CIP REQUIREMENTS⁵

1. Certain Defined Terms and Interpretative Guidelines. Capitalized terms used in this Exhibit T that are not defined in the Contract or this Exhibit T shall have the meaning assigned to them in the North American Electric Reliability Corporation (“NERC”) Glossary of Terms Used in Reliability Standards, as amended, supplemented or modified from time to time (the “NERC Glossary”) or information associated therewith. All references in this Exhibit T to applicable laws, regulations or standards include any amendments, updated versions, supplements or modifications thereto that may be effected from time to time.

2. Personnel Risk Assessments.

(a) Contractor agrees that each of its employees, subcontractors or other persons that perform any portion of the Work with respect to (i) Company's BES Assets and BES Cyber Systems, including associated BES Cyber Assets, (ii) Company's Cyber Assets used in access control and monitoring of Company's Electronic Security Perimeter(s), (iii) Company's Cyber Assets that authorize or log access to Company's Physical Security Perimeter(s) or (iv) any information relating to Company's BES Cyber Systems or BES Cyber Assets (collectively, “NERC CIP Assets and Information”) (each, a “NERC CIP Asset Worker”) shall be subject to the provisions of this Exhibit T, including, without limitation, this Section 2.

(b) Contractor shall permit, and Contractor shall cause each NERC CIP Asset Worker to permit, Company to conduct, or cause to be conducted, a Personnel Risk Assessment (“PRA”) in accordance with the NERC Critical Infrastructure Protection (“CIP”) reliability standard CIP-004 R3 and any similar standards that have been promulgated by a NERC-designated Regional Entity for NERC CIP Asset Workers. Each such PRA shall be conducted in accordance with Company's Personnel Risk Assessment Program. NERC CIP Asset Workers shall be deemed Contractor Parties pursuant to the Contract. Company shall inform Contractor when a PRA is necessary but shall not be obligated to identify any of Company's NERC CIP Assets and Information.

(c) Contractor understands and agrees each NERC CIP Asset Worker will be ineligible to perform any portion of the Work involving Company's NERC CIP Assets and Information until Company has provided Contractor with notice that such NERC CIP Asset Worker has been deemed eligible for such access in accordance with this Section 2(c). Prior to any NERC CIP Asset Worker's access to Company's NERC CIP Assets and Information, Company shall complete or have completed a PRA with respect to each such NERC CIP Asset Worker. If any NERC CIP Asset Worker is deemed ineligible for access as a result of any such PRA, (i) neither Company nor Contractor shall grant such NERC CIP Asset Worker any access to Company's NERC CIP Assets and Information and (ii) such NERC CIP Asset Worker shall be prohibited from performing any portion of the Work. Contractor understands and agrees that (A) it is solely and exclusively Contractor's obligation to provide sufficient personnel who are eligible to perform the Work in accordance with the terms hereof, and (B) Contractor shall bear the responsibility for any Work that is not completed fully and on a timely basis including, without limitation, any Work that is not completed fully and on a timely basis as a result of Contractor's failure to provide sufficient personnel who are eligible to perform the Work in accordance with the terms hereof.

(d) Contractor shall continually evaluate each NERC CIP Asset Worker's reliability trustworthiness and qualifications to perform Work related to Company's NERC CIP Assets and Information and immediately inform Company (per the contact information in Section 4 hereof) if Contractor believes such access should be revoked based upon such evaluation. Company will conduct an updated PRA with respect to each NERC CIP Asset Worker at least once every three (3) years after the initial PRA, and more often (i) if Contractor or Company discovers or has reason to suspect the existence of any information that would warrant such an updated PRA, (ii) at the reasonable discretion of Company or (iii) as required by the NERC CIP reliability standards or any similar standards promulgated by a NERC-designated Regional Entity. In each of the foregoing circumstances, Contractor shall permit,

⁵ See footnote to Section 2(p)

and shall cause each NERC CIP Asset Worker to permit, Company to complete, or cause to be completed, such an updated PRA.

3. Worker Training.

(a) Contractor shall require that each NERC CIP Asset Worker (a) be trained in accordance with Company's NERC Cyber Security training program(s) and such additional training programs required by Company prior to performing, or during the performance of, any portion of the Work, and (b) receive updated training in accordance with such programs on at least an annual basis, and more often at the request of Company or as required by the NERC CIP reliability standards or any similar standards promulgated by any NERC-designated Regional Entity. Contractor agrees to comply with reasonable Company requests related to the delivery and monitoring of training and information dissemination to NERC CIP Asset Workers, as required by Company from time to time.

(b) Contractor understands and agrees each NERC CIP Asset Worker will be ineligible to perform any portion of the Work involving Company's NERC CIP Assets and Information and the NERC CIP Asset Worker will not have access to Company's NERC CIP Assets until the NERC CIP Asset Worker has completed the training required by subsection (a) herein. Contractor understands and agrees that (A) it is solely and exclusively Contractor's obligation to provide sufficient personnel who have taken the necessary training to perform the Work in accordance with the terms hereof, and (B) Contractor shall bear the responsibility for any Work that is not completed fully and on a timely basis including, without limitation, any Work that is not completed fully and on a timely basis as a result of Contractor's failure to provide sufficient personnel with the necessary training to perform the Work in accordance with the terms hereof.

4. Obligations Regarding Terminated Workers or Reassignment. In the event that (a) the employment relationship between Contractor and any NERC CIP Asset Worker of Contractor ends for any reason, (b) any NERC CIP Asset Worker is reassigned or transferred to a position that results in a change in the need for authorized electronic access to individual accounts and/or authorized unescorted physical access, or (c) Contractor for any reason determines that any NERC CIP Asset Worker will no longer perform any portion of the Work, Contractor shall, immediately at the time of such termination, transfer, reassignment or determination, notify Company by live communication (voice mail is not acceptable) with Company's NERC compliance representative for this Contract:

For PPL Electric Utilities:
Name: Brenda Lyn Truhe
Office telephone: 610-774-7236
Cellular phone: 484-464-3865
Alternate Contact for PPL Electric Utilities:
610-774-7777 (Help Center line)

Company can change the foregoing recipients of such notice upon delivering written notice thereof to Contractor. In each case, Contractor shall (x) instruct each such Company contact to take appropriate actions to remove such NERC CIP Asset Worker's access to Company's NERC CIP Assets and Information, and (y) inform each such Company contact of the effective time of any of the events described in clauses (a), (b), and (c) of this Section 4. Contractor shall immediately collect from such NERC CIP Asset Worker any documents, security tokens, work product, or other Company property and return all such items to a Company representative. Contractor represents and warrants that there are no electronic or physical Contractor-maintained designated storage locations for BES Cyber System Information.

5. Compliance with Applicable Policies and Procedures. Contractor shall, and shall cause each NERC CIP Asset worker to, review and comply with all applicable NERC Standards, and all Company policies and procedures (in their current form, and as they may be modified from time to time) that Company deems necessary for Contractor to follow, and that Company identifies and makes available to Contractor sufficiently in advance of the Work to which the policy or procedure applies so as to allow

Contractor and the NERC CIP Asset Worker to review and understand the requirements. Contractor will ensure that each NERC CIP Asset Worker understands and is familiar with the same.

6. Confidentiality. Notwithstanding any other applicable confidentiality provisions in the Contract, the following provisions of this Section 6 shall apply with respect to Company's NERC CIP Assets and Information, including, without limitation, confidential information relating to the reliability or operability of the BES and information generated or otherwise developed by Contractor in connection with its performance of the Work that constitutes or is otherwise related to Company's NERC CIP Assets and Information (collectively, "**Confidential CIP Asset Information**"). Contractor shall not disclose any Confidential CIP Asset Information to any person or entity, except that Contractor may disclose Confidential CIP Asset Information to a NERC CIP Asset Worker if Contractor and such NERC CIP Asset Worker have complied with all conditions set forth in this Exhibit T. Contractor and any of its NERC CIP Asset Workers in possession of Confidential CIP Asset Information, in physical or electronic form, must agree to all of Company's policies relating to such Confidential CIP Asset Information that have been provided to Contractor. Contractor will provide notification by contacting Company's NERC Compliance representative for this Contract immediately upon becoming aware that it has disclosed any Confidential CIP Asset Information in violation of this Section 6. Contractor shall ensure that each of its NERC CIP Asset Workers understands and complies with the requirements to protect Confidential CIP Asset Information from inappropriate disclosure as set forth in this Section 6. Notwithstanding anything to the contrary in the Contract, with respect to any Confidential CIP Asset Information, the restrictions set forth in this Section 6 shall remain in effect indefinitely from the date such Confidential CIP Asset Information was first disclosed to or obtained or discovered by Contractor.

7. Audit. In addition to the audit rights provided to Company in the Contract, Contractor shall, upon reasonable advance notice from Company, provide Company and its authorized representatives copies of requested documentation or access, during normal business hours and without unreasonably interfering with Contractor's conduct of its business, to all records and other materials reasonably necessary to enable Company to evaluate Contractor's compliance with its obligations under this Exhibit T. In the event that Company determines, through a review or audit conducted by Company, that Contractor's compliance with its obligations under this Exhibit T is deficient, (a) Company may immediately suspend the access of any NERC CIP Asset Workers to Company's NERC CIP Assets and Information, and (b) Company may provide written notice of such deficiency determination to Contractor (a "**Deficiency Notice**"). In the event that Company delivers a Deficiency Notice to Contractor in accordance with the immediately preceding sentence and Contractor fails to cure the deficiency to Company's satisfaction within ten (10) days after its receipt of such a Deficiency Notice, Company shall have the right, but not the obligation, to terminate the Contract.

8. Subcontractors. Contractor shall be responsible for ensuring any duly approved Subcontractor's compliance with the terms and conditions of this Exhibit T, including, without limitation, making any such Subcontractor available to Company for Company to perform a PRA on such subcontractor prior to such Subcontractor's performance of any portion of the Work.

9. Precedence of Terms. In the event of any conflict between the terms of this Exhibit T and the other terms of the Contract, with respect to compliance with NERC Critical Infrastructure Standards, the terms of this Exhibit T shall govern.]



**INSTRUCTIONS TO BIDDERS FOR
REQUEST FOR PROPOSAL (“RFP”)
PROJECT**

1. INTRODUCTION

This document provides instructions that are part of the Request for Proposal (“RFP”) requirements and must be followed by the bidder in preparation of its response (“Proposal”) to this RFP, which will be submitted to PPL Electric Utilities (“PPL” or “Company”).

Neither this RFP nor any response thereto shall be construed to commit the Company to pay any costs incurred by the bidder in connection with this RFP or to award the Contract to any party. The Company reserves the right to reject any and all Proposals.

2. SCOPE OF SUPPLY/PROJECT OVERVIEW

The bidder shall provide its Proposal to provide labor, materials, equipment, and/or content per the issued Scope of Work.

The “Pricing Sheet” provided identifies line item components that require individual pricing.

3. SCHEDULE

RFP Issued	
Pre-Bid Meeting	Date/Time:
	Location:
Questions Submitted by	3:00 PM EST on
Proposal Due Date	3:00 PM EST on
Work Start Date	
Work Completion Date	

4. INSTRUCTIONS

a. Proposals must be submitted on the **Proposal Due Date** (set forth above) by **3:00 PM EST** using Company’s File Transfer Center (“FTP”). Submissions must be password protected using FTP. Bidders may upload their submission by following the instruction at the following link: <http://files2u.pplweb.com>. Bidders should use _____ as the “Recipient’s Email” in the FTP. Proposals submitted via email will be rejected.

b. In the event of questions or other issues during the RFP response period, _____ from PPL Supply Chain will act as your **single point of contact with PPL**. Contact information is as follows:

Telephone: 610-774-
Email:

Any contact made directly with any other employees, consultants, or representatives of the Company with regard to an RFP is a violation of the terms of the Company and may be cause for disqualifying a bidder at the sole discretion of the Company.

c. Bidders shall use the “Bidder Questions and Responses” spreadsheet form provided in RFP, and submit this question form via email to _____. The deadline for submittal of Bidder

questions is no later than **3:00 P.M. EST** on the **Question Due Date** (set forth above). Company reserves its right to decline to answer any question.

From time to time, Company may issue addenda to the RFP based on questions received or additional information provided by PPL. Bidders asking questions will not be identified when questions and answers are presented back to bidder group.

- d. It is the responsibility of the bidder to ensure that its information is received by the Company by the **Proposal Due Date** and time. Any proposal received after the stated date and time will be rejected.
- e. Proposed pricing, including cost breakdown in the format set forth in the “Pricing Sheet”. Please note that modifying the format of the “Pricing Sheet” and/or submitting the proposal in a format other than Excel is prohibited and may be grounds for disqualification.
- f. Do not add to and/or alter the formats of any documents issued with this RFP without the prior written consent of Company. Altering formats may be grounds for disqualification.
- g. All information pertaining to this RFP and instructions related to this process will be sent via a password protected FTP transmittal. All documents can be downloaded and printed as required. A full list of Exhibits (documents issued by Company) can be found in the Scope of Work.

5. COMPANY’S COMMERCIAL TERMS AND TECHNICAL SPECIFICATIONS

Exceptions to the Company’s commercial terms and conditions and technical specifications are generally discouraged. However, the bidders are encouraged to submit cost saving, schedule and labor improving or technically advantageous alternatives for the Scope of Work and the Company at its discretion may elect to consider those alternatives.

If a bidder recommends any changes, deviations, substitutions, or alternatives from the documents, bidder shall describe the change fully and furnish complete information so that the Company can evaluate the alternatives. If bidder believes it would be advantageous for Company to deviate from the requirements, conditions, and provisions set forth in the RFP, then bidder may present such departures as an alternative together with the bidder’s principal conforming Proposal. Bidder’s alternative Proposal must explain in full detail the nature and extent of the proposed departure and the resultant effect on prices, schedules, quality, safety or any other aspects of the bidder’s Proposal.

Such departures, if any, must be clearly identified and listed in a separate section of bidder’s Proposal that is devoted explicitly to that purpose. Considerations of any alternative Proposal will be at Company’s sole discretion.

6. EFFICIENT PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective Proposal are **not desired**. Elaborate artwork, expensive visual and other presentation aids are neither necessary **nor desired**.

7. CONTRACT DOCUMENTS

The awarded Contract will contain the following seven (7) Exhibits. Exhibit 1 – Scope of Work will be attached in the form issued by Company with this RFP. Exhibits 2 to 7 will be based on submissions by bidder, and attached in the final format agreed upon by bidder and Company.

Bidder's proposal must align with this format. Bidder must submit six (6) documents, with the naming convention set forth below (for example, bidder's execution plan will be named "Exhibit 2 – Execution Plan"). These six (6) documents, plus any requested Submittals (as set forth below) will constitute the bidder's Proposal. Do not submit all of the Exhibits as one document. Submissions as one document may be grounds for disqualification. Each exhibit should be concise and succinct, and should not include any superfluous information (i.e., Contractor history with PPL, Contractor philosophies, etc.).

A full listing of the documents that will become Exhibits to the Contract is as follows:

- a. Exhibit 1 – Scope of Work: The Scope of Work shall be in the form provided by Company as issued with this RFP. Any specific Liquidated Damages and/or retention provisions identified in the Scope of Work will be incorporated into the awarded Contract.
- b. Exhibit 2 – Execution Plan/Work Plan: The Execution Plan will be submitted by bidder, and must be broken down into Tasks as identified in the Scope of Work.
- c. Exhibit 3 – Key Personnel: The bidder shall list all key personnel it intends to assign to this project if awarded the Work, if any. If there are none, please submit a document listing "None".
- d. Exhibit 4 – Assumptions/Clarifications: The bidder shall list any assumptions and/or clarifications it has made in preparing its Proposal, if any. This includes any Task identified in the Scope of Work that bidder is not including in its Proposal. If there are none, please submit a document listing "None".
- e. Exhibit 5 – Rates/Price: The required pricing format can be found in the "Pricing Sheet" issued with the RFP. Bidder must submit its Proposal pricing in accordance with this format. This submission must be an Excel file.
- f. Exhibit 6 – Schedule: The bidder shall provide a detailed schedule that incorporates the key dates set forth in the Scope of Work by Company.
- g. Exhibit 7 – Deliverables: The bidder shall provide a detailed list of deliverables that incorporates the deliverables set forth in the Scope of Work by Company. If there are none, please submit a document listing "None".

In addition to the Exhibits set forth above, Company requests the following Proposal submittals, which will not be part of the Contract, but which will be considered in Company's Proposal review and award selection:

- a. Submittal 1 – Statement of Qualification: The bidder shall provide a brief statement of its qualifications to complete this project. This may include previous experience.
- b. Submittal 2 – Key Personnel Resumes: The bidder shall provide resumes for all Key Personnel identified in Exhibit 3 (set forth above).

- c. Submittal 3 – Estimated Cash Flow: The bidder shall provide an estimated cash flow through completion of this project.
- d. Submittal 4 – Subcontractors: The bidder shall provide a list of proposed subcontractors to complete this project.
- e. Submittal 4 – Other:

8. OTHER INFORMATION

- a. All information contained in this RFP and exchanged as part of this procurement is confidential and shall not be disclosed by your firm to third parties without Company's prior permission.
- b. This RFP does not create or constitute an offer by or obligation or commitment on the part of Company or its affiliates. In no event shall the RFP or procurement process be construed as an offer to contract. There shall be no contractual relationship with regard to this Project between your firm and Company or any Company affiliate until such time as you are under contract to perform the Work.
- c. This RFP does not purport to contain all information that you may require. Company does not make any representation or warranty as to the accuracy or completeness of this RFP, or the reasonableness of any assumptions upon which it is based. The Company will consider a number of criteria in making its selection (including, but not limited to, safety, schedule, experience, additional value-add), and is not obligated to award to the lowest Bidder. Company accepts no liability whatsoever, whether resulting from use of, omissions from, or deficiencies in, this RFP or otherwise.
- d. Your proposal must remain valid for ninety (90) days from the **Proposal Due Date**.

Petition of PPL Electric Utilities Corporation for Approval of its Long-Term Infrastructure
Improvement Plan for the Period January 1, 2018 through
December 31, 2022 - Docket No. P-2017-2622393

Response to Technical Utility Staff Data Requests
(Response Dated 11/30/17)

3. **Reference the PPL LTIP, Attachment 1, page 16**
 - a. **Provide this table of the expenditures by LTTIP category in Excel format.**
 - b. **Provide a similar table in Excel format that details the planned replaced/improved material and/or project amounts for each of the LTIP project categories for each year of the LTIP.**

Response:

- a. Please see the attached file, “**PUC Data Request 3(a) – LTIP_2018_2022 BUSINESS PLAN_Table.xlsx**”.
- b. Please see the attached file, “**PUC Data Request 3(b) – Project Category Planned Quantities.xlsx**” outlining the estimate quantities based on what was provided in the Company’s LTIP.

LTIIIP	2018	2019	2020	2021	2022	5 YR Total
Copper Weld Copper	\$0.76	\$1.82	\$2.50	\$2.54	\$2.04	\$9.66
Cross-Yard 12 kV Underground Tie	\$1.72	\$1.65	\$3.03	\$2.99	\$2.05	\$11.44
C-Truss Distribution Poles	\$4.25	\$4.46	\$4.43	\$4.48	\$5.05	\$22.68
Customers Experiencing Multiple Interruptions	\$2.78	\$3.29	\$4.36	\$4.35	\$3.81	\$18.58
Distribution Animal Guarding	\$0.70	\$0.77	\$0.76	\$0.75	\$0.77	\$3.76
Distribution Automation Development	\$12.07	\$17.65	\$21.11	\$18.13	\$6.02	\$74.98
Distribution Failed Equipment	\$16.90	\$16.90	\$17.70	\$17.69	\$17.90	\$87.09
Distribution Pole Replacements	\$17.45	\$17.82	\$18.13	\$18.46	\$19.09	\$90.95
Distribution Reliability Preservation	\$6.58	\$8.09	\$11.12	\$11.10	\$11.23	\$48.12
Distribution Substation Circuit Breakers	\$6.90	\$6.04	\$5.90	\$5.78	\$4.65	\$29.27
Distribution Substation DC Equipment	\$0.19	\$0.26	\$0.25	\$0.25	\$0.27	\$1.22
Fiber Wrap Distribution Poles	\$2.05	\$2.15	\$2.14	\$2.15	\$2.43	\$10.91
Improve System Reliability Projects	\$2.14	\$28.36	\$30.66	\$65.50	\$45.12	\$171.78
Line Cutouts	\$1.51	\$1.51	\$1.51	\$1.51	\$1.02	\$7.07
Low Tension Network Primary Cable, Equipment and Structures	\$2.77	\$5.69	\$5.65	\$5.79	\$3.09	\$22.99
LTN AUTOMATION	\$0.00	\$3.43	\$3.41	\$4.67	\$0.00	\$11.51
Miscellaneous Substation Equipment	\$1.36	\$1.97	\$2.23	\$2.23	\$2.06	\$9.85
New Hydraulic Reclosers	\$0.02	\$0.23	\$0.23	\$0.23	\$0.25	\$0.96
Protection and Control	\$1.90	\$2.16	\$4.98	\$5.05	\$5.18	\$19.27
Reliability Preservation Emergent	\$1.80	\$1.77	\$2.03	\$1.74	\$1.74	\$9.08
Replace Deteriorated/Failed Low-Tension Network Equipment and Structures	\$0.86	\$0.86	\$1.21	\$1.21	\$0.81	\$4.95
Replace Deteriorated/Failed Area Supply Substation Equipment	\$2.53	\$2.52	\$3.02	\$3.02	\$2.48	\$13.57
Replace Failed 12kV Underground Getaway Cable	\$1.32	\$1.52	\$1.51	\$1.51	\$1.53	\$7.39
Replace Failed Underground Cable	\$14.19	\$14.19	\$14.70	\$14.69	\$14.86	\$72.62
Substation 69/12 kV Transformer Replacement	\$5.87	\$5.04	\$4.07	\$4.08	\$4.39	\$23.45
Substation Animal Guarding	\$0.51	\$0.51	\$0.51	\$0.51	\$0.26	\$2.31
Underground Cable Replacement and Life Extension	\$7.89	\$7.98	\$8.35	\$8.33	\$7.40	\$39.95
Underground Getaway Cable Replacements and Life Extension	\$5.05	\$5.30	\$7.05	\$7.05	\$6.10	\$30.55
Unreimbursed Highway Relocations	\$5.21	\$4.60	\$4.57	\$4.56	\$3.85	\$22.78
Volt Var Optimization	\$2.72	\$2.97	\$8.64	\$4.79	\$5.25	\$24.36
Grand Total	\$129.99	\$171.52	\$195.76	\$225.15	\$180.70	\$903.13

In Millions

Project Category	PLANNED QUANTITIES					
	2018	2019	2020	2021	2022	TOTAL
Distribution Pole Replacements (units)	2900-3200	2900-3200	2900-3200	2900-3200	2900-3200	14500-16000
C-Truss Distribution Poles (units)	5260-5815	5260-5815	5260-5815	5260-5815	5260-5815	26300-29075
Fiber Wrap Distribution Poles	585-645	585-645	585-645	585-645	585-645	2925-3225
Line Cutouts	400-500	400-500	400-500	400-500	400-500	2000-2500
Volt/Var Optimization	300-350	325-375	1000-1050	250-300	250-300	2125-2375
New Hydraulic Reclosers	3-5	15-20	15-20	15-20	15-20	63-85
Distribution Animal Guarding	300-400	300-400	300-400	300-400	300-400	1500-2000
Distribution Failed Equipment*	4000-5000	4000-5000	4000-5000	4000-5000	4000-5000	20000-25000
Replace Failed Underground Cable*	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000	5000-10000
Replace Failed 12kV Underground Getaway Cables*	5-10	5-10	5-10	5-10	5-10	25-50
Replace Deteriorated/Failed Low Tension Network Equipment and Structures*	25-75	25-75	25-75	25-75	25-75	125-375
Underground Cable Replacement and Life Extension (Repl after test)	220-280	220-280	220-280	220-280	220-280	1100-1400
Underground Cable Replacement and Life Extension (Cure)	600-680	800-900	800-900	800-900	850-950	3850-4330
Underground Cable Replacement and Life Extension (Proactive Repl)	150-175	150-175	150-175	150-175	150-175	750-875
Low Tension Network Primary Cable, Equipment and Structures (Lead Cable)	0-5	1-5	1-5	1-5	1-5	4-25
Low Tension Network Primary Cable, Equipment and Structures (LTN Equipment)	15-30	15-30	15-30	15-30	15-30	75-150
LTN Automation	0-1	1-2	1-2	2-3	0-1	4-9
Underground Getaway Cable Replacements and Life Extension	30-35	30-35	40-50	40-50	35-45	175-215
Copper Weld Copper Replacement	2-4	3-5	3-5	3-5	3-5	14-24
Customers Experiencing Multiple Interruptions (CEMI)	10-30	20-40	20-40	20-40	20-40	90-190
Customers Experiencing Multiple Interruptions (CEMMI)	125-140	125-140	125-140	125-140	125-140	625-700
Distribution Reliability Preservation	15-35	20-40	35-55	35-55	35-55	140-240
Reliability Preservation Emergent*	500-1000	500-1000	500-1000	500-1000	500-1000	2500-5000
Distribution Automation Deployment	300-350	300-350	300-350	300-350	150-200	1350-1600
System Reliability Improvement Projects (SR Projects)	2-4	5-10	5-10	30-50	10-20	52-94
Unreimbursed Highway Relocations*	100-150	100-150	100-150	100-150	100-150	500-750
Distribution Substation Circuit Breakers (12kV)	30-35	26-31	26-31	26-31	26-31	134-159
Distribution Substation Circuit Breakers (69kV)	0-2	0-2	0-2	0-2	0-2	0-10
Substation 69/12kV Transformer Replacement	3-5	3-5	3-5	3-5	3-5	15-25
Protection and Control	72-80	94-100	194-199	196-201	195-200	751-780
Cross-Yard 12kV Underground Ties	20-25	20-25	40-45	40-45	25-30	145-170
Replace Deteriorated/Failed Area Supply Substation Equipment*	75-150	75-150	75-150	75-150	75-150	375-750
Repair Failed 138/69/12kV Transformers	0	0	0	0	0	0
Distribution Substation DC Equipment	15-22	15-22	15-22	15-22	15-22	75-110
Miscellaneous Substation Equipment	22-26	46-50	46-50	46-50	38-42	198-218
Substation Animal Guarding	1-3	0-2	0-2	0-2	0-2	1-11

* These items are considered emergent. Historical trends and extensive data analytics were used by PPL Electric to determine the projected units of work to address failures and deteriorated equipment.

Petition of PPL Electric Utilities Corporation for Approval of its Long-Term Infrastructure Improvement Plan for the Period January 1, 2018 through December 31, 2022 - Docket No. P-2017-2622393

Response to Technical Utility Staff Data Requests
(Response Dated 11/30/17)

4. Reference the PPL LTIP, Attachment 1, pages 18-20 (corrected version)
- a. The pole failure rate has increased from 5% to 10% as compared to PPL's first LTIP. Provide a table or chart in Excel format that details the pole failure rate from 2012 through 2017.
 - b. Page 18 – Pole Replacements – the planned pole replacements indicate a range from 2,900 to 3,200 per year. The failure rate is 10%, the expected replacement rate is 25% of that 10%, which equates to 2,250 poles. The planned replacements indicate a rate of 32-35% of failed poles – explain in detail why there is an apparent discrepancy.
 - c. Page 19 – Pole C-Trusses – the planned pole reinforcements indicate a range from 5,260 to 5,815 per year. The failure rate is 10%, the expected reinforcement rate is 75% of that 10%, which equates to 6,750 poles. The planned reinforcements indicate a rate of 58-65% of failed poles – explain in detail why there is an apparent discrepancy.
 - d. Page 20 – Fiber Wrap – explain in detail how the poles targeted for fiber wrapping relate to the pole replacements and reinforcements on pages 18 and 19. Based on the high end of the planned fiber wraps of 645, and the estimate of 25% of rejected poles being replaced, it can be calculated that there are approximately 2,588 rejected poles per year at the high average. Explain in detail how these failed poles relate to those outlined in pages 18 and 19.

Response:

- a. PPL Electric has continuously strengthened its inspection requirements from 2010-2016. In 2016, PPL Electric moved from a partial-excavation inspection to a full-excavation inspection program. As a result, PPL Electric expects the rate of rejection to increase as more failures are identified due to the more thorough inspection. The 10% forecast was based on the results of PPL Electric's last completed year of inspection in 2016.

See the Table below.

Year	Non-Reject	C-Truss	Fiber wrap	Replaced	Reject Rate
2009	6,728	136	-	97	3%
2010	156,465	6,474	-	2,310	5%
2011	122,937	5,134	-	2,808	6%
2012	83,389	4,595	1,009	1,069	7%
2013	83,369	4,712	1,034	1,233	8%
2014	83,080	4,596	1,009	1,315	8%
2015	95,430	5,969	1,310	2,208	9%
2016	61,404	4,608	1,012	1,491	10%
2017	75,410	3,095	679	2,643	8%
Total	768,227	37,203	8,167	15,164	7%

- b. Historically, 25% of the poles requiring follow up action were initially recommended for replacement. However, the 75% initially recommended for reinforcement cannot always be reinforced due to reinspection findings, permitting, or other concerns. Additionally, PPL Electric developed more stringent rules for reinforcement for 2017, which has increased the replacement rate for the failures to ~40% at this time.
- c. See response to 4.b above. In addition, some of the reinforceable poles are C-Truss, and some are Fiberwrap candidates.
- d. Historically, approximately 18% of the reinforcement candidates have been Fiber Wrap, 82% C-Truss. Together, these two methods of reinforcement historically were recommended for 75% of the inspection failures. However, due to more stringent Fiber Wrap regulations that PPL Electric put into place for 2017, the rate of fiber wrapping was forecast to decrease by ~50% this year.

Petition of PPL Electric Utilities Corporation for Approval of its Long-Term Infrastructure Improvement Plan for the Period January 1, 2018 through December 31, 2022 - Docket No. P-2017-2622393

Response to Technical Utility Staff Data Requests
(Response Dated 11/30/17)

5. **Reference the PPL LTIP, Attachment 1, pages 25-28 and 49-50**
- a. **These project categories appear to address issues that would be covered under PPL's distribution Operation and Maintenance (O&M), and Capital expenditures. These projects may also cover instances where expenditures could be attributed to PPL Electric's Storm Damage Rider. These expenditures may also not be an acceleration of planned repairs, but rather replacement of defective and degraded equipment that may be part of the normal O&M or Storm Damage budget. Explain in detail how the expenditures in the project categories on pages 25-28 and 49-50 relate to PPL's budgeted distribution O&M, Capital, and Storm Damage expenditures and how the LTIP expenditures in these categories are an acceleration of planned repairs and replacement.**
 - b. **Describe how PPL Electric will ensure the LTIP expenditures for the projects described on pages 25-28 and 49-50 are not attributed to budgeted O&M, Capital, and Storm Damage expenditures, and vice versa.**
 - c. **The project categories on pages 25-28 and 49-50 do not include the planned materials to be replaced/improved. Provide a table in Excel format that details the planned materials to be replaced/improved by each project category for each year of the LTIP.**
 - d. **The project category on page 50 – Repair Failed 138/69/12 kV Transformers – does not provide any planned expenditures and it is difficult to determine where this category appears in the overall expenditures outlined in the table on page 16. Provide the planned expenditures for each year of the LTIP and explain where this category appears in the table on page 16.**

Response:

- a-b. PPL Electric compiled its proposed LTIP to be consistent with 66 Pa. C.S. § 1352, as well as the guidance provided in the Commission's Final Implementation Order, entered August 2, 2012, at Docket M-2012-2293611 ("Final Implementation Order"). PPL Electric's proposed LTIP includes only those categories of plant that are identified in § 1351(1). In the Commission's Final Implementation Order, the Commission required that "[t]he LTIP should reflect and maintain an acceleration of infrastructure replacement over the utility's historic level of capital improvement." See Final Implementation Order, p. 19. However, the Commission noted that some utilities had already taken substantial

steps toward increasing capital investment to address the issue of aging infrastructure. For those utilities, the Commission requested that the LTIIIP “reflect how the DSIC will *maintain or augment* acceleration of infrastructure replacement and prudent capital investment.” See Final Implementation Order, p. 19 (emphasis added). Indeed, it should be noted that the Commission has not required that utilities show that every individual cost category reflect consistent acceleration over the life of the LTIIIP, and has approved LTIIIPs where some categories reflected no increase, or even a decrease, but the *overall* LTIIIP showed accelerated infrastructure replacement over the historical spend. See, e.g., *Petition of PPL Electric Utilities Corporation For Approval of a Long Term Infrastructure Improvement Plan*, Docket No. P-2012-2325034 (Order entered January 10, 2013).

PPL Electric has several project categories related to aging infrastructure that are driven primarily by failure rates experienced during the normal operation of the system. However, each of the cost categories identified in the LTIIIP, including those on pages 25-28 and 49-50, *maintain or augment* PPL Electric’s acceleration of infrastructure replacement and prudent capital investment. As described in the LTIIIP, PPL Electric has already significantly increased its capital expenditures on distribution related infrastructure over historical spend. See LTIIIP, p. 12, Figures 5 and 6. From 2009 to 2012, PPL Electric more than doubled the amount it was investing in capital infrastructure. The Company continued to accelerate its capital investment from 2013 to 2017, the five-year period of the Company’s current LTIIIP. Consistent with the Commission’s Final Implementation Order, PPL Electric has projected to continue its accelerated investment for eligible property for the period of 2018 through 2022. See LTIIIP, pp. 15-16. PPL Electric believes that its LTIIIP is consistent with the requirement to “*maintain or augment* acceleration of infrastructure replacement and prudent capital investment,” and has endeavored to show individual category acceleration where it believes that doing so is in the best interest of its customers, is an efficient use of labor and resources, and maximizes value to rate payers.

The LTIIIP is designed solely to address PPL Electric’s efforts to repair and replace its aging infrastructure. The LTIIIP does not address any cost recovery that might be available through distribution base rates, the Distribution System Improvement Charge (DSIC), or PPL Electric’s Storm Damage Expense Rider (SDER). However, the cost categories identified in the LTIIIP for the period of January 1, 2018 through December 31, 2022, are not included in or recovered through PPL Electric’s current base rates approved at Docket No. R-2015-2469275, which rates are based on a test year ended December 31, 2016. The cost categories identified in the LTIIIP, including those on pages 25-28 and 49-50, are above and beyond what is currently included in and recovered through PPL Electric’s current base rates.

Additionally, none of the cost categories identified in the LTIIIP, including those on pages 25-28 and 49-50, are expenses that would be recoverable through PPL Electric’s SDER. The SDER is a Section 1307(a) automatic adjustment rider that

recovers only actual, experienced storm damage operating and maintenance expenses for reportable storms. The SDER recovers from customers or refund to customers, as appropriate, only applicable expenses from reportable storms that are less than or greater than the amount recovered annually through base rates as determined in the Company's most recent base rate case. The frequency and level of these operating and maintenance expenses for reportable storms cannot be reasonably predicted. These unpredictable expenses eligible to be recovered through the SDER arise from actual, experienced occurrences of reportable storm events and are not part of PPL Electric's efforts to repair and replace its aging infrastructure under its LTIP. Although certain programs under PPL Electric's LTIP could potentially decrease the overall expenses eligible to be recovered through the SDER, none of the cost categories identified in the LTIP, including those on pages 25-28 and 49-50, are recovered through the SDER. Further, to the extent that expenses eligible to be recovered through the SDER reduce work identified in the LTIP as a planned project, the Company will still expend the budgeted amount of capital in the same category, where possible, by identifying additional planned projects.

Any cost allocation and recovery issues associated with the programs identified in the LTIP would be addressed during either a base rate proceeding, separate DSIC Section 1307 reconciliation filing and audit, or separate SDER Section 1307 reconciliation filing and audit. No double counting or recovery would be possible as a result of these proceedings and the Company's standard approach to tracking and accounting these operation and maintenance expenses and capital costs.

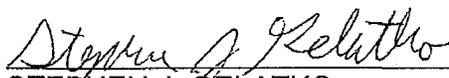
- c. Please see the attached file, "**PUC Data Request 3(b) – Project Category Planned Quantities.xlsx**" outlining the estimate quantities based on what was provided in the Company's LTIP.
- d. There are no planned expenditures for the project category on page 50 – Repair Failed 138/69/12 kV Transformers during the five-year term of the proposed LTIP. As a result, there is no separate budgeted line item on the table shown on page 16 of the LTIP for this program.

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LEHIGH

I, Stephen J. Gelatko, Director- Distribution Asset Planning, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



STEPHEN J. GELATKO