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2022-L00216

General Services Contract

Contract Confirmation Form

REFERENCE NUMBER:	CEN-1.0 *(Contractor to show on all invoices, faxes, shipping documentation and packages)*
DATE ISSUED:	Month: May Day: 18, 2022 (**"Effective Date"**)
OWNER:	**PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rico (the **"Owner"** or **"PREPA"**) and represented herein by its agent, **LUMA ENERGY SERVCO, LLC ("Operator")**.
OWNER'S REPRESENTATIVE CONTACT:	Name and Title: [redacted], Director, Vegetation Management Telephone: [redacted] Email: [redacted]@lumapr.com
CONTRACTOR:	**CENTURION GROUP (PUERTO RICO), LLC** with its main office at **361 San Francisco Street, San Juan, Puerto Rico** (the **"Contractor"**)
CONTRACTOR'S REPRESENTATIVE CONTACT:	Name and Title: [redacted], Senior Vice President Telephone: [redacted] Email: [redacted]@centurion.pr

Operator was retained by Owner and the Puerto Rico Public-Private Partnerships Authority (**"Administrator"**), under the Operation and Maintenance Agreement dated as of June 22, 2020, as amended from time to time in accordance with its terms (including any amendments as may be contemplated by the Supplemental Agreement (as defined in Exhibit F-1 to such agreement)) (collectively the "OMA"), pursuant to which Operator has agreed to provide certain services to the Owner and Administrator as more specifically set out therein. In accordance with the terms and conditions of the OMA, Operator is acting as Owner's agent under this Contract. All provisions hereunder relating to Owner taking any action shall be understood to refer to Operator, acting on Owner's behalf, so long as the OMA is in effect.

PREPA, by virtue of Act No. 83 of May 2, 1941, has the authority to engage those professional, technical and consulting services necessary and convenient to the activities, programs and operations of PREPA.

In consideration of the mutual terms and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Owner hereby agree as follows:

1. This General Services Contract is comprised of the following documents (including in each case the attachments and annexes thereto):

(a) This Contract Confirmation Form;
(b) Exhibit "A" – Standard Terms and Conditions;
(c) Exhibit "B" – Scope of Work and Technical Requirements;
(d) Exhibit "C" – Price and Work Schedule;
(e) Exhibit "D" – Health, Safety, and Environmental Obligations;
(f) Exhibit "E" – Government Contracting Requirements; and
(g) Exhibit "F" – LUMA Policies.

(the "**Contract**").

2. Contractor agrees to perform the services as defined in Exhibit "B" – Scope of Work and Technical Requirements (the "**Services**") for the price and within the timeframe specified herein as defined in Exhibit "C" – Price and Work Schedule.

3. **Payment for Services and the performance of Contractor's obligations under this Contract will not be made, and performance by Contractor under this Contract may not be required, until this Contract is properly registered in the Office of the Comptroller of the Commonwealth of Puerto Rico pursuant to Law No. 18 of October 30, 1975, as amended.**

4. By executing this Contract, Contractor acknowledges and agrees that it has reviewed the OMA located at: https://aafaf.pr.gov/p3/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf pursuant to which Operator has agreed to provide certain services to Owner and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges that all warranties and other rights related thereto, with respect to the T&D System shall be assignable to Administrator or a Person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term or upon early termination of the OMA.

5. Contractor represents, warrants and covenants as to the matters specified in Exhibit "E" – Government Contracting Requirements, which are requirements that PREPA is obligated by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).

6. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico. The required debt certifications have been delivered in accordance with Exhibit "E" – Government Contracting Requirements.

7. The Parties acknowledge that, to the extent necessary, they have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of this Contract all of which shall be in full force and effect as of the date hereof.

8. This Contract may be executed and delivered by the parties in counterparts and by facsimile or electronic mail and when a counterpart has been executed and delivered by each of the parties, by facsimile or otherwise, all such counterparts and facsimiles shall together constitute one agreement.

To evidence their agreement, Contractor and Operator on behalf of Owner have executed, by their duly authorized officers, and entered into this General Services Contract effective as of the Effective Date.

(LB)

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC

Per: [redacted]

Per:

Per:

EIN: #[redacted]

CENTURION GROUP (PUERTO RICO), LLC

[redacted]

[redacted]

LEO BARRETTE
SR. VICE PRESIDENT, CENTURION

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EXHIBIT "A"

STANDARD TERMS AND CONDITIONS

1. Application of Standard Terms & Conditions

1.1 These Standard Terms and Conditions, together with the Contract Confirmation Form and any attachments or exhibits hereto shall govern this Contract, to the entire exclusion of all other terms and conditions.

2. Standard of Performance of the Services

2.1 Contractor shall perform the Services:

(a) safely, efficiently, diligently and carefully in a good and workmanlike manner exercising the level of skill, care and diligence of a reputable and experienced professional specializing in services similar to the Services, including compliance with the requirements set out in Exhibit "D" – Health, Safety, and Environmental Obligations;

(b) in strict conformance with this Contract and any specification, drawing or other description supplied or advised by Owner to Contractor; and

(c) in accordance with all applicable laws, including all ordinance, regulations and permits. Contractor shall furnish all skills, labor, supervision, equipment, materials and supplies required for the provision of such Services, including compliance with the requirements set out in Exhibit "E" – Government Contracting Requirements and in Exhibit "F" – LUMA Policies, as applicable.

3. Location of Performance of the Services

Contractor shall perform the Services at the location or locations specified in Exhibit "B" – Scope of Work and Technical Requirements. Contractor shall comply with all Owner provided access, safety and other conditions applicable thereto.

4. Timing of Services and Delay

Time is of the essence herein. The Services shall be commenced and completed by Contractor within the time periods specified in Exhibit "C" – Price and Work Schedule. If no date is specified for completion of the Services, the Services shall be completed as soon as practicable after the Effective Date.

5. Permits

Contractor shall obtain and maintain all permits, licenses and/or regulatory requirements required to authorize it to perform the Services or otherwise satisfy its obligations pursuant to this Contract.

6. Warranty and Inspection

6.1 Contractor covenants, represents and warrants to Owner that any Services provided shall: (i) be in accordance with Contractor's standard of performance specified in Section 2; and (ii) shall not constitute an infringement of third-party intellectual property. If any Services do not conform to the foregoing requirements, Contractor shall promptly re-perform, at its sole cost and expense and be responsible for any associated costs and damages caused by any non-conformance, such

Services at the direction of the Owner ("**Contractor Warranty**"). The Contractor Warranty shall have a term of one (1) year from completion of the Services (the "**Warranty Period**").

6.2 If any of the Services are re-performed pursuant to the aforementioned Contractor Warranty, this Section shall apply to such re-performed Services. Contractor shall commence its re-performance of the Services within two (2) calendar days of any such written request. If Contractor fails to re-perform such Services in such manner Owner may, at its option, do so at Contractor's cost.

6.3 The performance of the Services and any deliverables thereto shall at all times be subject to Owner's inspection and review. Owner's inspection or review of, or failure to inspect or review, the performance of the Services or the deliverables thereto shall not relieve Contractor of any obligations under this Contract. No acceptance or payment by Owner shall constitute a waiver of the foregoing.

7. Compensation for Services, Currency and Taxes

7.1 Contractor shall be fully compensated for its performance of the Services by the payment of the Price specified in Exhibit "C" – Price and Work Schedule. Any compensation for the Services shall be in United States dollars.

7.2 Any compensation owing to Contractor is inclusive of all taxes and all other costs and expenses in connection with the performance of the Services.

7.3 Contractor is exclusively liable for, and shall pay before delinquency, all charges, taxes and other amounts owing for the Services, if any, and shall indemnify Owner from all claims and liabilities arising from Contractor's failure to do so.

7.4 The Contractor agrees to the following regarding Tax withholding (as applicable):

(a) PREPA shall collect, deduct and withhold from Contractor any applicable tax, including but not limited to income taxes, from any payments made to Contractor in connection with the performance of the Services that are subject to withholding under any applicable laws, and shall deposit such amounts with the corresponding governmental taxing authorities, unless Contractor submits a waiver issued by the corresponding governmental taxing authority, totally or partially exempting Contractor from such tax withholding, or if the performance of Services are exempt under applicable law. If Contractor is providing Services to PREPA, Contractor shall separately disclose in the invoice for Services provided under the Contract, the Services rendered within Puerto Rico from the Services rendered outside Puerto Rico, as well as the fees, charges or compensation related thereto, so that PREPA may undertake the applicable tax withholding on the Services rendered in Puerto Rico.

8. If Contractor is a foreign entity taxable as a corporation for purposes of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Code"), that claims to be engaged in trade or business in Puerto Rico, respectively, and, thus, is not subject to the withholding tax rules of Code Section 1062.08 (but is instead subject to the withholding tax rules of 1062.03, absent a waiver), it shall provide to PREPA a written certification (in a form acceptable to PREPA) stating that it is engaged in trade or business in Puerto Rico, indicating the basis for such a claim and the address of residence, office or place of business in Puerto Rico, as applicable and that it will treat any income derived from this Contract for Services rendered in Puerto

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Rico as effectively connected with a Puerto Rico trade or business for purposes of the Code. The certification shall be signed by the individual, corporate officer or managing partner and include an indication of the official title of the person subscribing the same, as applicable. Once PREPA receives such certification, it shall immediately forward the same (or copy thereof) to the corresponding governmental taxing authority. Payment Terms and Audit

8.1 Contractor shall invoice Owner on a monthly basis for the Services that have been fully completed to Owner's satisfaction. Contractor shall submit its invoice (in form acceptable to Owner, and in compliance with this Section 8) for the Services completed in any month to the address specified under Owner's Representative Contact in the Contract Confirmation Form by the fifteenth (15th) calendar day of the month immediately following Contractor's completion of the Services.

8.2 Owner shall pay all undisputed amounts specified in such invoice within forty-five (45) calendar days of receipt. The invoice shall reference this Contract number and associated Purchase Order(s).

8.3 Contractor shall keep books, accounts, records and documentation related to the performance of the Services ("**Records**"). Owner may audit all such Records for the purpose of verifying the proper performance by Contractor under this Contract. Contractor shall keep such Records at all times during this Contract and for (36) months from the last day of the calendar year in which the Services are completed.

8.4 Contractor shall refund to Owner any overpayment disclosed by any aforementioned audit, and Owner must pay Contractor the amount of any underpayment discovered by the audit, in each case, within thirty (30) calendar days of such finding.

8.5 Notwithstanding anything to the contrary stated in this Contract:

(a) Contractor shall sign each invoice certifying that:

(a) the amount requested in such Contractor's invoice represents the amount to which Contractor is entitled pursuant to the terms of this Contract;

(b) all the Services covered by the invoice have been performed; and the invoice is correct, authentic and the only invoice issued for the Services described therein; and

(c) compliance with statutory requirements by including the following statement:

> *"We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver have been obtained prior to entering into the Contract by and among the Puerto Rico Electric Power Authority ("Owner"), by its agent, LUMA Energy ServCo, LLC ("Operator") and* **CENTURION GROUP (PUERTO RICO), LLC** *(the "Contractor") dated effective May 18, 2022 (the "Contract"). The only consideration to be received in exchange for the provision of Services (as defined in the Contract) provided is the agreed upon price that has been negotiated with Owner as specified in the Contract. The total amount shown in this invoice is true and correct. The Services have been rendered and no payment, or partial payment, has been received."*

8.6 All applicable invoices shall be supported by labor, equipment and material reports, which have been approved prior to issuing such invoice, in writing, by Owner Representative. All such labor, equipment, and material reports shall be signed by Contractor.

8.7 Contractor shall provide, upon Owner request, detailed billing information in electronic format which may include, but not be limited to, the following, as applicable: (i) method of calculating progress billing amounts for any lump sum Services; and (ii) labor, equipment and materials details for time and material or reimbursable Services.

9. Liens and Holdbacks

9.1 All deliverables related to the Services shall be free and clear of encumbrances of any kind or nature whatsoever, including any liens or security interests.

9.2 Payments otherwise due to Contractor by Owner under this Contract may be withheld by Owner, without payment of interest, in the event of any one or more of the following:

(a) defective Services performed and not remedied by Contractor or any other failure by Contractor to comply with this Contract;

(b) Contractor fails to comply with the invoicing requirements set out herein;

(c) the filing of any encumbrances, including any claims, liens, charges in connection with the Services or the property or lands of Owner; other than in circumstances where the Owner or Operator has failed to pay the Contractor in accordance with this agreement.

(d) Contractor's or its personnel's failure to pay amounts when due: (i) for labor, materials, or supplies used by Contractor in the Services; (ii) amounts due to Contractor's subcontractors in connection with the Services; or (iii) to SIF or similar body;

(e) claims made by third parties (including subcontractors) against Owner that are attributable to acts or omissions of Contractor or its personnel, including loss or damage to subcontractors;

(f) Contractor's failure to perform the Services in accordance with the Work Schedule.

(g) evidence of financial difficulty, reasonable possibility of creditor enforcement proceedings, prospective dissolution of Contractor, or of its inability to fully perform the Services;

(h) any holdbacks or withholdings permitted by this Contract or required by any laws; and

9.3 If and when the cause or causes for withholding any such payment are remedied or removed, and satisfactory evidence of such remedy or removal has been presented to Owner, the payments withheld shall be made promptly to Contractor. If, within fifteen (15) days after delivery of notice to Contractor by Owner of the withholding, Contractor fails or refuses to remedy or remove any cause for withholding such payments, Owner may, without limiting any other rights or remedies of Owner under this Contract remedy or remove same, or cause same to be remedied or removed, and may deduct the cost thereof from the compensation payable pursuant to this Contract.

10. Insurance

10.1 Contractor shall, without limiting its obligations or liabilities herein, obtain and maintain during the term of this Contract, at Contractor's sole cost and expense, reasonable insurance coverage, including: (i) intentionally deleted (ii) automobile liability insurance covering all motor vehicles owned, leased or licensed by Contractor with a minimum limit of two million dollars ($2,000,000); (iii) comprehensive general liability insurance, on an occurrence basis, with a bodily injury, death and property damage limit of five million dollars ($5,000,000) inclusive; (iv) Insurance covering loss of or damage to Owner or Operator property; and (v) such other insurance as Owner may require from time to time in the course of providing the Services. In addition, Contractor and its subcontractors shall ensure that all personnel, and all other persons under its direction and control performing the Services have effective mandatory coverage with the Puerto Rico State Insurance Fund ("SIF"), including personal coverage if they are otherwise exempt from other means of coverage under SIF, social security for chauffeurs for eligible non-exempt personnel and any other mandatory governmental insurance that may apply to Contractor's operation.

10.2 Contractor shall provide certificates of insurances evidencing the aforementioned insurances forthwith upon written request from Owner. The insurance contemplated herein shall in no way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

11. Indemnity and Liability

11.1 Contractor shall be liable for and indemnify and hold harmless Owner, its directors, officers, employees, secondees, representatives, agents, operators and contractors and their respective representatives, agents and employees (collectively, the "Owner Indemnified Parties") from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of every kind and nature whatsoever, that may be asserted or brought against, or suffered or incurred by, the Owner Indemnified Parties for or in respect of, or arising in any way whatsoever, out of the performance, or failure to perform, of this Contract by Contractor, its employees, secondees, agents, representatives, subcontractors or Contractors, or their respective employees, agents, representatives, subcontractors or Contractors.

11.2 The Owner shall be liable for and indemnify and hold harmless Contractor, its directors, officers, employees, secondees, representatives, agents, operators and contractors and their respective representatives, agents and employees (collectively the "Contractor Indemnified Parties") from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of every kind and nature whatsoever, that may be asserted or brought against, or suffered or incurred by, the Contractor Indemnified Parties for or in respect of, or arising in any way whatsoever, out of the performance, or failure to perform, of this Contract by Owner, its employees, secondees, agents, representatives, subcontractors or contractors, or their respective employees, agents, representatives, subcontractors or contractors.

11.3 Limitation on Liability. Notwithstanding any other provision to the contrary, any recourse against Contractor under this Contract or related to the Services, including whether under contract (counting but not limited to any indemnity or warranty obligation), tort, including negligence, or otherwise at law, shall be strictly limited to ten percent (10%) of Contract Price as of the Effective Date of this Contract (the "Contractor Liability Cap"). Owner will hold harmless, protect, defend and indemnify Contractor Indemnified Parties for any claims under this Contract for amounts over the Contractor Liability Cap.

12. No Consequential Liability

Neither party shall be liable to compensate or indemnify the other party or its affiliates for any indirect or consequential damages, loss of profits or punitive losses; *provided, however,* this Section 12 shall not apply to any claims arising from either Party's fraud or pursuant to Section 14 of this Contract.

13. Confidentiality and Work Product

13.1 All Confidential Information (as defined below) provided under this Contract, and all Work Product (as defined below) prepared in performance of the Services, will be kept confidential and used solely for its performance of the Services, and no Party shall have any right to disclose the same without the prior written consent of the other, or to use the same except for the performance of this Contract. The foregoing restrictions shall not apply where such confidential information: (i) becomes part of the public domain through no fault a Party or its personnel; (ii) was demonstrably in the Party's possession on a non-confidential basis prior to disclosure of same by Owner; or (iii) is received by the Party or is otherwise independently developed without the Party or its personnel contravening this Contract. If a Party breaches the foregoing obligations, it acknowledges that the other Party will be irreparably injured, which injury cannot be compensated for by damages, and damaged Party will be entitled to equitable relief, without limiting its other rights and remedies.

13.2 For the purposes of this Contract **"Confidential Information"** shall mean: (i) with respect to the disclosing Party: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential, and whether or not disclosed or learned prior to the execution of this Contract) disclosed to receiving Party or its personnel by or on behalf of disclosing Partyor any of disclosing Party's affiliates or learned by receiving Party or its personnel in the course of performing the Services, including all offers, maps, reports, assay or other statistical, geological or geophysical data, technical data, financial, operating or other information, in each case related to the business, operations, assets or affairs of disclosing Partyor any of disclosing Party's affiliates, the confidential information of third parties to whom disclosing Partyor any of disclosing Party's affiliates owes an obligation of confidence to the extent notice of such obligation is given to receiving Party, and any derivatives of any such information; and (ii) with respect to the Owner: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential and whether or not disclosed or learned prior to the execution of this Contract) disclosed to Contractor or its personnel by or on behalf of Owner, or learned by Contractor or its personnel in the course of performing the Services, deemed information that if disclosed would pose a threat to public security and/or safety, or any other information considered privileged or confidential pursuant to applicable law.

13.3 All materials, documents and intellectual property (including all inventions, designs, ideas, discoveries, works, creations, patents, copyrights and trade-marks) and all intellectual property rights or other rights relating thereto developed by Contractor or its Personnel during the course of, or in connection with, the performance of the Services, by the Contractor or its Personnel (collectively **"Work Product"**) shall be the property of, and owned by, Owner. Contractor agrees that it has no ownership rights of any kind therein.

13.4 Contractor shall not use or display Owner's name, trademarks, logos or any other of Owner's proprietary marks or designations for any purpose or in any medium (including internet or other means of electronic or wireless communications) without Owner's prior written consent.

14. Conflict of Interest

14.1 The Contractor certifies that:

i. none of its representatives under this Contract are employed by and receive payment or compensation for such employment from any governmental agency, body, public corporation or municipality of Puerto Rico

ii. no Puerto Rico government employee has any personal or economic interest in this Contract;

iii. it may have service contracts with other governmental agencies, bodies, public corporations or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for the Contractor;

iv. at the time of execution of this Contract, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest with this Contract or with public policy.

The Contractor acknowledges that it has a duty of ethical behavior towards PREPA. Such duty includes that Contractor shall not have interests that conflict with PREPA's interest in this Contract or the Services provided pursuant to this Contract. Those conflicting interests include:

i. the representation of clients which have, or may have, interests opposed to those of PREPA in relation to the Services (if applicable based on the type of Services to be performed by Contractor);

ii. when Contractor's conduct is described as such in the canons of ethics that may be applicable to the Contractor and its personnel or in the laws or regulations applicable to Contractor and its personnel assigned to the Services;

iii. when Contractor, persons that control Contractor, or Contractor's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to PREPA or LUMA or an employee, officer, director or agent of PREPA or LUMA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

Contractor agrees to avoid even the appearance of a conflict of interest.

Contractor shall have the continuous obligation to disclose to PREPA if any relationship with third parties could represent a conflict of interest with PREPA in connection with the Contract or the Services. In such case, and in the cases where PREPA or LUMA discovers the existence of such conflicting situation, Contractor agrees that PREPA shall have the authority to determine, and inform Contractor in writing, of PREPA's intention to terminate this Contract within a thirty (30) day period of becoming aware of the conflicting situation. During said period, Contractor may request a meeting with PREPA to present its position regarding the alleged conflict of interest, which meeting shall be promptly granted. In the event Contractor does not request such a meeting during the aforementioned thirty (30) day period, or the controversy is not satisfactorily settled during the referenced meeting, PREPA shall make a determination to terminate the Contract.

14.2 In the event that persons that control Contractor, or any Contractor employee, director, or officer violates the provisions of this Section 14.1 and such actions are not cured or by their nature cannot be cured, it shall constitute a breach of this Contract.

15. Dispute Resolution and Remedies

15.1 Any dispute between Owner and Contractor which may arise in connection with this Contract, or the interpretation, application, implementation, validity or breach of this Contract (**"Dispute"**) shall be resolved as follows:

(a) the Party believing that a Dispute has arisen shall promptly give notice thereof to the other Party (**"Dispute Notice"**); and

(b) upon delivery and receipt of a Dispute Notice by the other Party, the Parties shall promptly attempt to resolve the Dispute.

15.2 If the Parties cannot resolve a matter within fifteen (15) Business Days of the receipt of a Dispute Notice, the Parties will escalate the matter first to an appropriate senior officer of each of Operator and Contractor and, if the matter is still unresolved after a further fifteen (15) Business Days of such escalation, to the President of each of Operator and Contractor. This procedure will be a prerequisite before either Party may seek resolution of the dispute through arbitration in accordance with Section 15.3.

15.3 If the Dispute is not resolved within fifteen (15) Business Days of the date the Dispute is escalated to the President of each of Operator and Contractor, then it may, if agreed by the Parties, be submitted to non-binding mediation employing a commercial mediation service. If the Parties do not agree to mediation within a further fifteen (15) Business Days after the aforementioned fifteen (15) Business Days or it, after agreeing to mediation, the Dispute is not resolved within an additional thirty (30) Business Days after referral to the mediation, then any such Dispute, including the arbitrability of the Dispute, shall exclusively be referred to arbitration. The Parties hereby submit to binding arbitration and waive all rights to a jury trial or class action. Either Party may submit a Request for Arbitration to finally settle the Dispute, pursuant to the Rules of Arbitration of the International Chamber of Commerce (ICC) (the **"Arbitration Rules"**). For the purposes of any arbitration proceedings commenced pursuant to this Article 15:

(a) There shall be an arbitration panel composed of three (3) arbitrators, appointed in accordance with the Arbitration Rules;

(b) the place of arbitration shall be San Juan, Puerto Rico;

(c) the official language of the arbitral proceedings shall be English; however, if the arbitrators are bilingual and the Parties so agree, documentary evidence in Spanish may be submitted without an English translation and Spanish-speaking witnesses may testify in Spanish without the need of an interpreter;

(d) all arbitral proceedings shall be private and confidential; they may be attended only by the arbitrators, the Parties and their representatives, and witnesses to the extent they are testifying in the proceedings;

(e) the arbitrators shall endeavor to issue their award within six (6) months of appointment; and

(f) any arbitral award for monetary damages shall be in United States Dollars and shall include interest from the date of any breach or violation of this Contract until paid in full at the rate determined by the arbitrators.

15.4 Contractor hereby consents to the addition of any party Operator deems necessary to such arbitration, and further agrees that it will, upon request of Operator, participate as a direct party in any arbitration arising in connection with this Contract.

15.5 The Courts of the Commonwealth of Puerto Rico have exclusive supervisory jurisdiction with respect to the matters relating to this Contract other than with respect to enforcement, and the Parties agree and irrevocably submit to such exclusive jurisdiction. Contractor hereby specifically agrees that any order or award obtained in any arbitration relating to this Contract can be enforced in the courts of any jurisdiction in which Contractor carries on business, has offices, or has assets, and Contractor hereby consents to the same.

15.6 Performance of this Contract shall continue during any negotiations, mediations, or arbitration proceedings, unless Operator shall order shutdown of the Services in accordance with this Contract. The provisions of this Article 15 shall not interfere with the Parties' respective right to terminate as set forth in this Contract.

15.7 Except as otherwise specifically permitted by this Contract, no undisputed payment due or payable by Owner shall be withheld on account of a negotiation, mediation, or arbitration under this Article 15.

15.8 Before or during arbitration proceedings commenced under this Article 15, any Party may apply for interim judicial relief, including injunctive relief, before the Courts of the Commonwealth of Puerto Rico.

16. Changes

Owner, by the issuance of a written change order, as accepted by Contractor in writing, may alter, substitute or add to the Services, or change the dates for Contractor's performance of its obligations hereunder.

17. Assignment and Subcontracts

Contractor shall not assign this Contract or subcontract or otherwise delegate any performance of this Contract without Owner's prior written consent. Owner may assign this Contract upon reasonable notice to Contractor.

This Contract shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA.

18. Independent Contractor

Contractor is an independent contractor and, unless authorized by Owner in writing, shall not hold itself out as Owner's agent or representative.

19. Force Majeure.

19.1 Contractor shall not be responsible for any failure to fulfill any term or condition of this Contract and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this Section 19 and which is beyond the control and without the fault or negligence of the Contractor and which by exercise of the reasonable diligence, the Contractor is unable to provide against.

19.2 For the purposes of this Contract the following occurrences shall be deemed force majeure, any unforeseeable act or event that: (i) renders it impossible for Contractor to perform its obligations under this Contract; (ii) is beyond the reasonable control of Contractor; (iii) is not due to the fault, negligence, action, omission, or default of Contractor; and (iv) could not have been avoided by Contractor going through the exercise of due diligence, including the expenditures of any reasonable sum of money. Without limiting the foregoing, force majeure may include the following: war, riot, terrorism, acts of vandalism, protests, blockades, rebellion, civil or social unrest, act of foreign enemy, interference by military authorities, epidemic or quarantine restriction, Catastrophic Weather, general strike, fire, explosion and also includes any late delivery of Contractor equipment or items where such delay is due to any event of force majeure. For the purposes of this Contract "Catastrophic Weather" means extreme weather conditions which could not have been contemplated by the Parties including earthquake, typhon, flood, natural disaster, landslide, hurricane, tornado, tsunamis, unseasonal abnormal or adverse weather conditions or other natural calamities that prevent, delay, interrupt or adversely affects the Services.

19.3 The Party delayed by an event of force majeure shall provide notice thereof to the other Party as soon as reasonably practical, specifying all facts relating thereto, the anticipated consequences **thereof, and any proposed actions to be taken in mitigation of an adverse consequence.**

20. REPRESENTATIONS

20.1 Contractor Representations

Contractor hereby covenants, represents, and warrants to the Owner that:

(a) It is an entity duly constituted and has duly authorized, executed and delivered this Agreement.

(b) It has all requisite power, legal capacity and authority to enter into this Agreement, the Agreement is a valid and binding agreement, Vendor is duly licensed and qualified and in good standing under the Laws of the Commonwealth of Puerto Rico wherein the nature of the Project and all Work or the business transacted by it makes such licensing or qualification necessary, Shall supervise and direct all Work as outlined in this Contract.

(c) Where applicable, Contractor is aware of the purpose and intended use of the facilities and improvements to be constructed, modified, or replaced therein.

(d) It is fully responsible for any act or omission of any of its invitees to the Site or of any Personnel directly or indirectly employed or otherwise engaged.

(e) It shall comply with the Law when performing the Work.

(f) It is not aware of the existence of any relationship, family, business, contractual, or

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otherwise, between itself, its principals, officers, or employees and Owner, including its Affiliates, directors, officers, employees, or agents, shall not perform any work for or enter into any contract with others that may conflict with its contractual, professional, equitable, or other obligations to Owner without first obtaining the written approval of Owner and it shall not use for the benefit of others, or reveal to others, any Confidential Information or any other information or knowledge not otherwise in the public domain.

(g) It owns, or has the right to use, all intellectual property necessary to perform the Work.

(h) It shall pay all Subcontractors promptly and in accordance with the terms of any contractual arrangements made with them and shall incur no indebtedness to such Subcontractors including Act 173 and any other applicable Laws in force in the Commonwealth of Puerto Rico.

20. Term and Termination

The term of this Contract (the "Term") shall commence on the Effective Date, and subject to earlier termination pursuant to this Contract, end on May 17, 2025 (the "Term Expiry Date") unless otherwise amended in writing by Owner and Contractor.

Owner may terminate this Contract for convenience at any time by providing at least thirty (30) days' prior written notice to Contractor, whereupon Owner shall be relieved of all further obligations under this Contract except for the payment of the balance outstanding for the Services performed to the effective date of termination (including all penalties, costs, fees or damages resulting from the termination (if any) and all reasonable and documented demobilization costs) subject to all of the provisions of this Contract. The termination of this Contract shall be without prejudice to the rights and remedies of the parties accrued prior to termination.

21. Laws

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico.

22. Miscellaneous

22.1 The rights and remedies provided by this Contract are cumulative and are not exclusive of any rights or remedies provided in law, equity or otherwise, and shall extend to Owner, its successors and assigns. Owner's right to require strict performance shall not be affected by any previous waiver or course of dealing.

22.2 The covenants, conditions and provisions contained in this Contract, including warranties and indemnities shall survive termination and expiry of this Contract for the benefit of the party to whom they are given. In addition, the expiry or termination of this Contract does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.

22.3 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

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Notices shall be in writing and may be delivered personally or by facsimile, courier, electronically (with a read receipt) or registered mail to the individual and at the physical or electronic address or phone number referenced on the Contract Confirmation Form.

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EXHIBIT "B"

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1. Description of the work

1.1 Scope of Work

For the purposes of this Contract, the services performed by Contractor will generally be vegetation activities as defined within Operator's vegetation management program. The services performed by Contractor may include, as further described below, preventative, corrective, and reactive (storm response) maintenance applicable to the existing PREPA electrical grid that consists of distribution lines and transmissions lines across the Island of Puerto Rico.

- Core Distribution Line Vegetation Management
    - Tree crews working from aerial platforms (a.k.a. "bucket trucks")
    - Manual climbing crews
    - Manual tree felling, and treating stumps with a herbicide
    - Slash/debris disposal via piling, chipping, hauling, etc.
- Core Transmission Line Vegetation Management
    - Tree crews working from aerial platforms (a.k.a. "bucket trucks")
    - Manual climbing crews
    - Manual tree felling, and treating stumps with a herbicide
    - Slash/debris disposal via chipping, hauling
- Augmented Vegetation Management Activities
    - Supplemental vegetation maintenance which may entail completing work activities associated with projects such as right of way reclamation, integrated vegetation management, or cross-functional capital projects.
        - Physical control methods – "mowing" and light "mastication" equipment.
        - Mechanized pruning equipment (e.g. "jarraff").
        - Physical control methods – "logging" and heavy "mastication" equipment.
        - Site access, road building
        - Broadcast foliar herbicide applications
        - Selective hydraulic foliar herbicide applications
        - Low volume foliar herbicide applications

- Application of tree growth regulators
- Aerial saws

- Identification of T&D Equipment Defects/Damage
  - During routine operations, Contractor shall look for and report abnormal conditions defects, damage, and abnormal conditions related to electric infrastructure.
  - Contractor shall record and report the location and nature of electrical line and equipment defects observed (e.g. cracked insulators, broken or rotten crossarms, rotten poles, leaking transformers, etc.) to the Operator representative or designee as soon as practicable.

Contractor is expected to adhere to the following industry standards and best practices:

- ANSI Z133 Safety Requirements for Arboricultural Operations (2017)
- ANSI A300 Tree, Shrub, and other Woody Plant Management- Standard Practices:
  - Part 1 Pruning (2014)
  - Part 7 Integrated Vegetation Management (2019)
  - Part 9 Tree Risk Assessment (2017)
- International Society of Arboriculture Best Management Practices
  - Tree Pruning (2019)
  - Utility Pruning of Trees (2004)
  - Tree Risk Assessment (2017)
  - Utility Tree Risk Assessment (2020)
  - Integrated Vegetation Management (2014)
  - Closed Chain of Custody for Herbicides in the Utility Vegetation Management Industry (2011)

Contractor subcontractors and key personnel must be approved by Operator for the purposes of completing Services pursuant to this Contract.

Contractor shall take a proactive approach to safety and strictly enforce safe work practices.

- Contractor shall take responsibility for ensuring all workers consistently follow applicable safety laws, regulations, standards, and practices. Contractor shall follow all applicable safety laws, regulations, standards, and industry practices including ANSIZ133; OSHA 1910.269, PR OHSA requirements.
- Operator and Contractor shall have the duty to stop work and initiate correction through the approved process if an unsafe work practice or safety hazard exposure is observed.
- Contractor shall report any incidents affecting normal operation of the transmission & distribution system to Operator.

- Contractor shall develop, amend as required, and follow a work plan emphasizing safe work practices.
- Prior to commencement of tree work, Contractor shall perform an inspection of the tree, including root collar and area immediately surrounding, shall be made to identify hazards. Hazards may include, but are not limited to, electrical and tree-related situations which may cause the tree to be unsafe to climb, fell or perform work on in any way. This inspection of tree conditions shall also be considered in determining the vegetation maintenance work to be performed.
- Contractor will ensure only a Qualified Line Clearance Arborist (QLCA) or QLCA Trainee under the direct supervision of a QLCA shall be permitted to conduct line clearance work where the worker, tool or equipment, aerial lift bucket/boom, or any tree part is within or may encroachwithin Minimum Approach Distances (MAD) per Table 3 below.
- All Contractor workers shall maintain the applicable Minimum Approach Distances (MAD) at all times during line clearance work per Table 3 below.

Table 3. Minimum approach distances (MAD) from energized conductors for qualified line-clearance arborists and qualified line-clearance arborist trainees.

	Altitude Correction Factor Sea level to 5,000 ft (0-1,524 m)[b]		Altitude Correction Factor 5,000 to 10,000 ft (1,524-3,048 m)*		Altitude Correction Factor 10,000 to 14,000 ft (3,048-4,267 m)*	
Voltage Range (Phase-to-Phase)	Phase-to-Ground		Phase-to-Ground		Phase-to-Ground	
kV	ft-in	m	ft-in	m	ft-in	m
0.050 to 0.300	*Avoid Contact*		*Avoid Contact*		*Avoid Contact*	
0.301 to 0.750	1-02	0.356	1-04	0.407	1-06	0.458
0.751 to 5.0	2-03	0.686	2-06	0.762	2-09	0.839
5.1 to 15.0	2-03	0.686	2-07	0.788	2-10	0.864
15.1 to 36.0	2-08	0.813	3-01	0.940	3-04	1.016
36.1 to 46.0	2-11	0.889	3-04	1.016	3-08	1.118
46.1 to 72.5	3-06	1.067	4-00	1.220	4-04	1.321
72.6 to 121.0	3-11	1.194	4-06	1.372	4-10	1.474
121.1 to 145.0	4-06	1.372	5-02	1.575	5-07	1.702
145.1 to 169.0	5-01	1.550	5-09	1.753	6-03	1.905
169.1 to 242.0	7-00	2.134	7-11	2.413	8-07	2.617
242.1 to 362.0	11-09	3.502	13-06	4.115	14-07	4.445
362.1 to 420.0	14-08	4.471	16-09	5.106	18-02	5.538
420.1 to 550.0	17-06	5.334	20-00	6.096	21-08	6.604
550.1 to 800.0	23-09	7.239	27-02	8.281	29-05	8.967

*From 29 CFR 1910.269 Tables R-6 & R-7 altitude corrected (R-5) for 1,500 m, 3,000 m, & 4,200 m.

- Prior to commencement of any work, in conformance with ANSI Z133 and OSHA 1910.269, Contractor shall perform a job briefing with all workers by the qualified arborist in charge.
    - An additional job briefing shall be conducted by Contractor if a significant change in the work, tree or site conditions (e.g. wind strength, rain) occurs. The qualified arborist in charge shall ensure workers understand and can conform to the proper use of equipment at the job site and recognized safe work practices.
- In conformance with ANSI Z133, Section 3.2 and OSHA 1910.38, Contractor shall document an emergency action plan that will be maintained at the workplace and available for Contractor workers to review. Contractor workers shall be trained and competent at conducting their job as it applies to the emergency action plan.

Contractor shall ensure tools and equipment are appropriate for the tasks and working conditions and maintained and used in conformance with the manufacturer's recommendations.

- The location of equipment assigned to Contractor for supervising and/or producing vegetation maintenance work shall be available to Operator in an automated, near real-time format.

Contractor shall recognize its workers play a critical role in promoting positive customer relations. Contractor workers shall uphold courteous and professionalism when interacting with the public, and shall adhere to the following guidelines:

- Be prepared to correctly address questions, concerns and misconceptions about vegetation management;
- Listen to customer questions or concerns and attempt to inform about the importance of the work;
- If performance of services is significantly affected by such public interactions, refer the customer to the supervisor and move on to the next job;
- If workers cannot provide an adequate answer, the question shall be referred to their supervisor. The supervisor should then respond to the customer in a prompt and courteous manner to resolve the concern;
- Contractor workers shall present themselves, Contractor, and Operator in a professional image. Clothing shall be neat, and in good repair, free from holes suited to the work performed and appropriate to the working environment. Shirts and/or vests identifying workers as Contractor to Operator shall be worn during working hours. This includes, but is not limited to:
    - Long trousers
    - Work boots with ankle support and grip soles
    - Long or short-sleeved shirt
    - All personal protective equipment (PPE) as appropriate for work conditions
    - Hi-visibility shirt or vest
    - Operator approved identification (ID badge or other)

Contractor shall conduct regular quality control inspections and assessments as follows:

- Contractor supervisors shall perform ongoing quality control assessments of work produced by workers to confirm work produced is in conformance. These assessments shall be performed more frequently if unsatisfactory performance has been identified by Operator or Contractor
- Contractor shall complete quality control on a project prior to submitting or reporting a project or a portion of a project is complete and ready for Operator acceptance inspection
- Contractor shall include record of quality control performed in documentation submitted to Operator as part of the project acceptance process.

(collectively, the "**Services**").

2. General

2.1 **Licenses, Permits and Authorizations**

In accordance with the General Terms and Conditions, Contractor shall obtain and pay for all licenses, permits and authorizations required for the performance of the Services. Notwithstanding the foregoing, Owner shall only obtain and pay for the licenses, permits as detailed below:

N/A

2.2 **Inspections and Testing:**

The inspections and testing required to be performed by the Contractor in connection with the Services described herein is as follows:

All necessary inspections and servicing to ensure personnel and equipment are both fit and ready for service to be provided. This includes but limited to aerial bucket inspections, applicable dielectric testing of tools and equipment, testing and compliance with prescribed testing dates and certification of personal protective equipment (PPE).

2.3 **Owner Supplied Items:**

The following items shall be provided by Owner to Contractor for Services performed pursuant to this Exhibit B:

N/A

3. Subcontractors and Key Personnel:

3.1 Subcontractors – neither Owner nor Contractor may assign this Contract or subcontract or otherwise delegate any performance of this Contract without other party's prior written consent. Notwithstanding the foregoing, this Contract shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA.

3.2 The following table sets forth the key personnel (the "**Key Personnel**") that have been approved by Owner for the purposes of completing Services required by this Exhibit B.

N/A

4. Emergency Work:

4.1. In the event of an emergency, as defined below, that Owner determines endangers or may endanger life or property, Contractor will perform the Services according to oral instructions from Owner.

An Emergency is any event which has resulted, may result or is suspected to result in that event being reported to any authority or may trigger the requirements to be reported to any authority under applicable law or to perform any type of remediation under applicable law, or that has resulted or may result in death, injury, or disease of any person, or that has resulted, may result, or is suspected to result in damage to or loss of property, or damage to the environment, or that results in contact with an overhead power line or causes a power outage.

EXHIBIT "C"

PRICE AND WORK SCHEDULE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Exhibit, acronyms and terms that are not defined herein shall have the meanings ascribed to them in the General Terms and Conditions and Exhibit B, Scope of Work and Technical Requirements. In this Exhibit, all the following terms shall have the meanings ascribed to them below:

"Contract Price"	shall have the meaning ascribed thereto for Lump Sum Services in Attachment 1 to this Exhibit "C" or Reimbursable Services in Attachment 2 to this Exhibit "C", respectively and in the event the Services comprises a mixture of Lump Sum Services or Reimbursable Services, the "Contract Price" shall mean the sum of the Lump Sum Services Contract Price and the Reimbursable Services Contract Price.
"Excluded Costs"	shall have the meaning ascribed thereto in Section 2.2.

2.1 Interpretation

Unless otherwise expressly stated:

(a) all references to an "Article" in this Exhibit shall be to an Article of this Exhibit, unless the reference to an "Article" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to an Article of that Attachment or Annex, as applicable;

(b) all references to a "Section" in this Exhibit shall be to a Section of this Exhibit, unless the reference to a "Section" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to a Section of that Attachment or Annex, as applicable;

(c) any reference to an "Attachment" shall be to an Attachment to this Exhibit, and any reference to "this Attachment" shall be a reference to the Attachment in which such reference is made, as applicable; and

(d) any reference to "this Exhibit" in this Exhibit "C" or any Attachment or any Annex to this Exhibit "C" shall be to this Exhibit "C".

2.2 Notwithstanding Owner's obligation to reimburse Contractor in accordance with, and subject to, the terms of the Contract, for clarity, each of the following costs shall be for the sole account of Contractor and shall not be for Owner's account, unless approved in writing by Owner:

(a) entertainment and personal expenses incurred by Contractor or any of Contractor's personnel;

(b) costs incurred by Contractor as a result of, or to cure, any breach or violation of this Contract by Contractor or any of Contractor's personnel, unless otherwise provided by the Contract;

(c) costs excluded by the provisions of the Contract;

(d) any deductibles payable in respect of Contractor's insurance;

(e) indemnity costs incurred by Contractor or its personnel pursuant to this Contract;

(f) costs of any of Contractor's Personnel, including subcontractors not approved in writing by Owner pursuant to this Contract;

(g) Contractor's share (including legal costs) of the costs of any arbitration proceeding or award pursuant to Article 15 the General Terms and Conditions;

(h) Contractor's costs of obtaining any applicable permits, approvals, or other permissions required for Contractor to carry on business in the jurisdiction where the Services are to be performed;

(i) costs resulting from any termination of this Contract or any portion thereof due to the default of Contractor pursuant to this Contract;

(j) costs to Contractor with respect to Article 6 Warranty and Inspection of the General Terms and Conditions;

(k) fines, penalties, charges, and other costs incurred by Contractor due to its performance of the Services contrary to any laws; and

(l) business or first-class airfare for Contractor's personnel, unless with Owner's prior written approval.

ATTACHMENT 1

LUMP SUM

1. LUMP SUM CONTRACT PRICE

1.1 Contract Price

Services in this Contract will not use the lump sum price structure. Therefore, this Attachment 1 is not applicable for this Contract.

ATTACHMENT 2

REIMBURSABLE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Attachment, the following terms shall have the meanings ascribed to them below:

"All-Inclusive Charge Out Rate"	means the total hourly rate specified in the All-Inclusive Charge Out Rate column of the table in Annex 2 to this Attachment, which rate is inclusive of any and all amounts, including any and all fees, costs (direct or indirect), profits, charges, overheads, and burdens (including payroll burdens), that Contractor may incur in connection with the performance of the Services.
"Equipment Rate"	means the total rate specified in the Equipment Rate column of the table in Annex 3 to this Attachment, which rate is inclusive of any and all amounts, including any and all fees, costs (direct or indirect), charges, overhead and burdens, related to the Equipment Type identified in the corresponding column
"Pass-Through Costs"	has the meaning ascribed thereto in Section 3.2(a).

2. REIMBURSABLE CONTRACT PRICE

2.1 Contract Price

Subject to the terms of this Exhibit, the full and total compensation payable to Contractor for the Reimbursable Services shall be the sum of the following amounts, which amounts comprise the **Reimbursable Contract Price**:

(a) All-Inclusive Charge Out Rates (x volume);

(b) Equipment Rates (x volume); and

(c) Pass-Through Costs.

2.2 Target Reimbursable Contract Price

The estimated Reimbursable Contract Price for all of the Services in this Contract shall in no event exceed the total of **$20,000,000.00** per year (the **"Target Reimbursable Contract Price"**). The Target Reimbursable Price shall not be exceeded without prior written approval by Owner, as evidenced by a change order.

2.3 No Other Amounts Payable to Contractor

The reimbursement of the Reimbursable Contract Price by Owner to Contractor shall be the full and total compensation due by Owner to Contractor for full, timely and complete performance by Contractor of all Services.

2.4 Duty to Minimize Costs

Subject to the provisions of this Contract and respecting quality and standard of Services, Contractor shall use reasonable efforts to minimize the amount of the Reimbursable Contract Price payable by Owner to Contractor in respect of the performance of the Services under this Contract. In particular, but without limitation, Contractor shall use personnel, subcontractors, and equipment in such a manner and take such other steps, as may be necessary or desirable to minimize the amount of costs incurred by Contractor in respect of the Services and any delay thereto.

2.5 Entitlement to Reimbursable Contract Price

The Reimbursable Contract Price shall be earned by, and be payable to, Contractor only upon:

(a) achievement of the specific Milestones specified in the Work Schedule attached hereto as Annex 1;

(b) the request for payment of that portion of the Services for which the Reimbursable Contract Price are being invoiced and submitted in compliance with this Contract; and

(c) such Reimbursable Contract Price Services being authorized by Owner pursuant to the Contract.

2.6 Timing of Invoices

Contractor shall only be entitled to submit any Contractor's invoice to Owner as per Exhibit A, Section 8 "Payment Terms and Audit", and then only in respect of the Reimbursable Contract Price relating to Services performed.

2.7 Daily Work Reports

Contractor shall, at the end of each day (or as otherwise directed by Owner) during the performance of the Services, deliver to Owner's Representative, or any Owner personnel designated in writing from time to time by Owner's Representatives, signed daily time sheets for review by Owner's Representative. Such day-time sheets shall list each of Contractor's personnel's name, hours, and category (corresponding with the categories listed in Annex 2 hereto), and information relating to equipment including the type used, number and usage where categories shall correspond with the categories listed in Annex 3 hereto. Owner's Representative will use its reasonable efforts to identify any clarifications it may have therewith. No such review by Owner, or Owner's Representatives or its designee shall in any event release Contractor from any of its obligations under this Contract.

3. ALL-INCLUSIVE CHARGE OUT RATE - COMPOSITION AND ADJUSTMENTS

3.1 Calculation of All-Inclusive Charge Out Costs

(a) The All-Inclusive Charge Out Rate specified in the table in Annex 2 to this Attachment is a dollar per hour amount to be charged to Owner by Contractor for the categories of Services described in Annex 2.

(b) The All-Inclusive Charge Out Rate shall not (nor shall any of its component parts) be increased or decreased during the term of Contract, except as otherwise specified by a change order issued by Owner pursuant to the Contract.

3.2 Pass-Through Costs

(a) "**Pass-Through Costs**" means Contractor's actual, verifiable, and auditable costs incurred in respect of:

(i) materials, goods, and equipment (excluding equipment identified in Annex 3) rented or purchased by Contractor for the execution of the Services (which, for clarity, shall be subject to any and all discounts and rebates obtained, including any annual or company discounts from vendors or other suppliers, bulk discounts, and company/inter-company discounts and rebates) (plus a percentage mark-up of 10%);

(ii) the cost to Contractor of all sub-contracts (plus a percentage mark-up of 10%);

(iii) Costs associated with mobilization and demobilization to Puerto Rico (plus a percentage mark-up of 10%);

(iv) living accommodations of personnel and subcontractor's personnel (plus a percentage mark-up of 10%);

(v) Taxes payable by Owner; and

in each case, as such costs directly relate to the performance of the Services and except where expressly excluded.

(b) Pass-Through Costs shall not be subject to any mark-up or profit in favor of Contractor except as specifically set forth in Section 3.2.

(c) Only costs described in Section 3.2(a) above shall be considered "Pass Through Costs".

(d) Pass-Through Costs shall only be reimbursable by Owner to Contractor if incurred with Owner's prior written approval and Contractor has used reasonable endeavors to minimize those costs, having regard to Contractor's obligations concerning quality and standard of performance under this Contract.

Annex 1 (to Attachment 2)

WORK SCHEDULE

In most cases, work prescriptions will be included in the project Scope/Statement of Work (SOW) or Work Order provided to Contractor by Operator.

Work Commencement, Modification, Interruption, and Completion

Contractor shall provide Operator a schedule for each assigned project and provide timely updates of progress. Contractor shall provide notification of a material departure from intended schedule as well as proposed changes to scope and schedule for each project, as applicable.

- Contractor shall notify Operator a minimum of five (5) business days prior to commencement of work on a project.
- Contractor shall provide weekly updates on all projects to Operator. Operator may establish specific reporting of completion of work for specific projects.
- Operator or Contractor shall notify the other party of the potential need for modification to the project whenever those modifications will significantly impact project performance. Significant modifications may include, but are not limited to modifications that change cost, scope of work, or conformance with the work specifications or requirements of this Contract.
- Operator shall be notified as soon as practicable if Contractor identifies any potential interruption to work on a project. Operator shall be notified of any unanticipated interruptions when said interruptions occur including the cause of the interruption and estimated date of resumption of work.
- Vegetation work should not be conducted during adverse weather conditions where there is heightened risk of injury by falling trees and tree parts and/or electrical contacts. Generally, this includes during tropical storm and similar conditions. Contractor to notify Operator immediately if adverse weather conditions will disrupt or modify Services.
- Contractor shall notify Operator a minimum of five (5) business days prior to the anticipated completion of a project.

Property Owner Contact

- In most cases customers will be contacted and informed of the work in the project planning phase and in vegetation maintenance prescriptions for the project by Operator or Owner but Contractor may be required to provide notification, if directed by Owner or Operator.
- Contractor shall provide property owners with a courtesy notice of pending work. This notice shall occur ten (10) to fourteen (14) days prior to commencement of work and may use a door hanger approved by LUMA that includes identification of the work to be completed including, but not limited to:
    - Contractor name and contact name, phone number, and email address

- General description of the work
- Approximate dates or date range when work will be performed

Right to Perform Vegetation Maintenance

- Permission from property owners is generally not required nor sought for vegetation maintenance work within the PREPA standard easement.

- For work on trees outside of the PREPA standard easement, Contractor shall obtain permission from the property owner in writing including species, size, and location, of the tree(s) to be removed. The property owner must date and sign the removal permission document.

- Upon request, documentation of proposed removal and property owner permission shall be submitted to the Operator representative for approval.

Worksite Access

- Access in and out of worksites should be within PREPA standard right-of-way or public rights-of-way whenever safe and practical.

- Access across private property should only occur when required to ensure worker safety, or if no other practical means are available

    - When access is required through private property, Contractor shall provide prior notice to the property owner. Access arrangements shall be the sole responsibility of Contractor.

    - Notification may be by door hanger or personal contact, or other method approved by Operator. Where PREPA does not possess access rights, permission shall be obtained from the property owner in writing.

    - Information provided to property owners shall include, at a minimum:

        - Contractor name and contact information
        - Address of the property
        - Purpose of access
        - Location(s) on property of access point and routes
        - Additional information relevant to the job

- Access Care and Management:

    - Gates shall be closed and secured as specified by the property owner or as found by Contractor at the time of entry. Fences taken down or opened shall be restored to as good as or better than original condition.

    - Effort shall be made to prevent damage to fences, roads, bridges, drainage ditches, dams, ponds, crops, and all other real property.

- Should damage occur, Contractor shall contact property owner and make arrangements to restore damaged property to a reasonable, functional condition comparable to conditions immediately prior to access.

Annex 2 (to Attachment 2)

ALL-INCLUSIVE CHARGE OUT RATES

Rates are valid from the Effective Date – June 30, 2023. Rate changes to be submitted to Operator by Contractor in writing with a minimum of thirty (30) days' notice.

Position (Description)	Base Pay (Wage) Per Hour	Total Cost per Hour	Billing (Standard) Rate per Hour
Supervisor	$34.93	$60.76	**$68.05**
Supervisor - Qualifled QLCA	$30.00	$52.99	**$59.35**
Crew leader	$31.10	$54.72	**$61.29**
Crew Leader - Qualified QLCA	$28.00	$49.83	**$55.81**
Quallfied Line Clearance Arborist (QLCA)	$43.66	$74.53	**$83.48**
QLCA Trainee Level 1	$26.20	$46.99	**$52.62**
QLCA Trainee Level 2	$25.00	$45.10	**$50.51**
Qualified QLCA (Trained in House) Level 3	$22.00	$40.37	**$45.21**
Equipment Operator 1	$30.02	$52.69	**$59.01**
Equipment Operator 2	$25.00	$44.82	**$50.20**
Equipment Operator Heavy Equipment	$38.00	$65.18	**$73.01**
Groundman Laborer 1	$20.57	$37.89	**$42.44**
Groundman Laborer 2	$15.00	$29.16	**$32.66**
Groundman Laborer 3	$12.00	$24.46	**$27.40**
Flaggers	$15.00	$29.16	**$32.66**
Pre-notifiers (Field Techs)	$15.00	$29.16	**$32.66**
Additional Classifications			
Project Manager	$57.89	$96.99	**$108.63**
Safety Manager	$53.83	$90.57	**$101.44**
Safety Officer Field	$31.10	$54.72	**$61.29**
Environmental Field	$29.67	$52.46	**$58.75**
QA/QC Field	$27.75	$49.44	**$55.37**
Truck Driver	$23.92	$43.14	**$48.31**
Light Equipment Operator	$23.92	$43.14	**$48.31**
Mechanics	$27.27	$48.38	**$54.19**
Administration	$18.18	$34.14	**$38.24**

Rate Notes:

- All rates are in US Dollars

- Labor rates apply for training required under this Contract. Training related to Contractor policies and on-the-job training are included in the billing rates and are not to be billed at separate hourly rates.

- Labor rates are applicable to work performed by Contractor and do not include subcontracted work

- Overtime rates are charged for any hours over 8 hours per day or 40 hours per week (or if a four-day work week is adopted under this Contract, any hours over 10 hours per day or 40 hours per week) and require approval by Operator. The below overtime rates are valid from the Effective Date –June 30, 2023.

- Overtime rates are charged for hours worked on Sundays or holidays, as defined below, and require approval by Operator. The below overtime rates are valid from the Effective Date – June 30, 2023.

    - Holidays: New Year's Day, 3 Kings Day/Epiphany, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Actual observed dates for the holidays will be confirmed by Operator to Contractor in writing each year. This list is subject to change.

Position (Description) (Overtime)	Base Pay (Wage) Per Hour	Total Cost per Hour	Billing (Standard) Rate per Hour
Supervisor	$52.39	$88.31	**$98.91**
Supervisor - Qualified QLCA	$45.00	$76.65	**$85.85**
Crew leader	$46.65	$79.25	**$88.76**
Crew Leader - Qualified QLCA	$42.00	$71.92	**$80.55**
Qualified Line Clearance Arborist (QLCA)	$65.49	$108.97	**$122.05**
QLCA Trainee Level 1	$39.29	$67.65	**$75.77**
QLCA Trainee Level 2	$37.50	$64.82	**$72.60**
Qualified QLCA (Trained in House) Level 3	$33.00	$57.72	**$64.65**
Equipment Operator 1	$45.04	$76.20	**$85.35**
Equipment Operator 2	$37.50	$64.40	**$72.13**
Equipment Operator Heavy Equipment	$57.00	$94.94	**$106.34**
Groundman Labourer 1	$30.86	$54.00	**$60.48**
Groundman Labourer 2	$22.50	$40.91	**$45.81**
Groundman Labourer 3	$18.00	$33.86	**$37.92**
Flaggers	$22.50	$40.91	**$45.81**
Pre-notifiers (Field Techs)	$22.50	$40.91	**$45.81**
Additional Classifications			
Project Manager	$86.84	$142.65	**$159.77**
Safety Manager	$80.74	$133.03	**$148.99**
Safety Officer Field	$46.65	$79.25	**$88.76**

Environmental Field	$44.50	$75.86	**$84.96**
QA/QC Field	$41.63	$71.33	**$79.89**
Truck Driver	$35.89	$61.87	**$69.30**
Light Equipment Operator	$35.89	$61.87	**$69.30**
Mechanics	$40.91	$69.74	**$78.11**
Administration	$27.27	$48.38	**$54.19**

- Rates do not include applicable sales taxes; any applicable sales taxes will be invoiced at cost and as a separate line item to Operator.

- Rates do not include mobilization to Puerto Rico; any mobilization charges will be invoiced at cost and as a separate line item to Operator. Contractor will provide estimates for review and approval by Operator prior to initiation of mobilization.

Annex 3 (to Attachment 2)

CONTRACTOR EQUIPMENT RATES

Equipment	Base	Maintenance	Fuel	Taxes	Insurance	Rate per Hour[1]
Standard 50' bucket	$10.00	$7.39	$5.22	$2.66	$1.03	$26.30
Off road 4x4 lift *Rough Terrain Genie Lift*	$25.02	$0.59	$5.22	$2.71	$0.18	$33.73
Tall (70') bucket	$30.47	$28.16	$9.80	$3.12	$1.20	$72.76
Standard crew cab chip dump truck 14 yd.4x4 crew truck	$25.07	$11.30	$9.80	$2.30	$0.89	$49.36
Off-road crew cab manual crew truck.	$12.68	$2.07	$5.22	$0.84	$0.32	$21.14
Standard Chipper (12-13") - Tow-behind Chipper	$6.63	$5.63	$6.00	$0.80	$0.04	$19.10
2 X 4 Pickup truck: 1/2 Ton	$8.50	$2.07	$3.92	$0.68	$0.26	$15.43
4 X 4 Pickup truck 3/4 Ton	$10.40	$2.07	$3.92	$0.81	$0.31	$17.51
2-ton truck	$12.47	$4.62	$3.92	$0.90	$0.35	$22.25
Skid steer (mower) *Masticator/Mulcher* - Tracked Skid steer with Masticator Attachment	$32.64	$11.29	$3.26	$2.99	$0.19	$50.36
Excavator masticator (CAT 324 size) - 324 Sized Excavator with masticator attachment	$87.09	$25.82	$22.85	$6.92	$0.43	$143.10
trailer - Tow-behind Trailer for small equipment move.	$5.39	$1.42	$ -	$0.57	$ -	$7.38
275 Mulchers	$164.37	$52.74	$22.85	$11.81	$0.71	$252.48
450 Mulchers	$222.28	$73.74	$32.64	$15.88	$0.98	$345.52
Side by Side	$10.53	$14.79	$1.30	$0.66	$0.31	$27.59
Chain Saw - *Day Rate*	$2.43	$6.48	$6.56	$0.03	$ -	$15.49
Brush Saw - *Day Rate*	$2.43	$6.48	$6.56	$0.03	$ -	$15.49
Herbicide Sprayer - *Day Rate*	$97.44	$4.74	$9.80	$0.58	$ -	$112.55
Cat D3 / JD 450	$67.36	$15.56	$5.22	$2.40	$0.24	$90.54
Cat D3 / JD 450 w/Mulcher	$126.72	$45.76	$22.85	$3.08	$0.31	$198.72
Cat D6R/T	$150.99	$15.16	$14.36	$6.69	$0.66	$187.86
Truck and Grapple w/ Dump Box	$30.55	$8.05	$9.80	$1.40	$0.54	$50.34
Ariel Saw	$64.83	$5.33	$4.57	$3.42	$0.21	$78.36
Tracked Skidsteer	$26.18	$11.29	$3.26	$0.63	$0.06	$41.42
90'-100' Bucket Truck	$56.79	$28.16	$9.80	$2.22	$0.85	$97.82
Single Axle Fuel	$24.31	$9.04	$6.53	$1.88	$0.94	$42.70
Vans & SUVs	$9.82	$2.96	$3.92	$0.88	$0.24	$17.82
Cat D3 / JD 450	$94.32	$15.56	$5.22	$5.49	$0.55	$121.14
Cat D6R/T	$211.83	$15.16	$14.36	$15.30	$1.52	$258.17
Cat D8T	$233.22	$28.32	$21.54	$18.91	$1.87	$303.86
Cat 325CL/DL, 328DL / JD290	$140.05	$18.26	$15.67	$6.93	$0.69	$181.60

Equipment	Base	Maintenance	Fuel	Taxes	Insurance	Rate per Hour[1]
Cat 345CL/DL / JD470	$186.47	$17.53	$22.85	$11.43	$1.13	$239.41
Cat 730 / Volvo A30	$154.35	$27.31	$15.02	$9.90	$0.98	$207.56
Cat 950 GII/H / JD644	$83.18	$12.92	$9.80	$7.65	$0.76	$114.31
Cat 966GII/H / JD744	$93.31	$67.55	$11.10	$3.60	$0.36	$175.92

[1]Rates are per hour, unless specified otherwise.

Rate Notes:

- All rates are in US dollars
- Rates do not include applicable sales, use, or excise taxes; any applicable taxes will be invoiced at cost and as a separate line item to Operator.
- Rates do not include mobilization to Puerto Rico; any mobilization charges will be invoiced at cost and as a separate line item to Operator. Contractor will provide estimates for review and approval by Operator prior to initiation of mobilization.

EXHIBIT "D"

HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

SUPPLEMENTAL SAFETY TERMS AND CONDITIONS

1.1 The Contractor shall comply with the following:

(a) The Supplemental Safety Terms and Conditions are intended to supplement and not replace the safety provisions in Exhibit A Standard Terms and Conditions. In the event of a conflict between the applicable Exhibit A Standard Terms and Conditions and these Supplemental Safety Terms and Conditions, the terms of these Supplemental Safety Terms and Conditions shall apply.

These Supplemental Safety Terms and Conditions shall also apply to any subcontractors that contractor may use for the work. **Contractor is responsible for ensuring that its subcontractors are aware of and comply with these Supplemental Safety Terms and Conditions.** The contractor must provide proof, via written communication, that these supplemental safety terms and conditions have been reviewed with the subcontractors and acknowledged.

Contractor's failure to comply with these Supplemental Safety Terms and Conditions shall be cause for the Contractor to be terminated and contractor to be removed from Operator's Approved Bidder's List.

2. GENERAL

2.1 Contractor is hereby reminded that Operator's Contractor Safety Management System will be in effect. Contractor's safety performance will be monitored and evaluated during the project by Operator.

2.2 Contractor shall adhere to all applicable local, state, and federal regulations and all rules and policies set forth in Contractor's own Safety Manual. Contractor shall immediately correct any deficiency brought to the attention of Contractor by Owner or Operator. Repeated safety violations, severe violations, or events are cause for the Contractor to be terminated and removed from Operator's Approved Bidder's List.

2.3 Contractor shall adhere to all written Safety Directives issued by Operator.

2.4 All persons who enter the site shall have completed the Operator Contractor Safety Orientation. This training shall be valid for one year and must be refreshed annually.

2.5 Owner or Operator shall have the authority to immediately stop Contractor's Work indefinitely for operations, which in the opinion of Owner, constitute a safety concern. It is the responsibility of Contractor to adequately satisfy Owner of any remediation necessary to provide a safe and healthful workplace.

2.6 Contractor shall have qualified and competent supervision at the Site at all times to direct and observe the Work. The individual(s) providing the qualified and competent supervision is

(B)

permitted to perform Work activities; however, these activities can not interfere with ability to direct and observe the Work.

2.7 Contractor shall appoint a qualified and competent representative anytime Contractor has subcontractors working onsite without Contractor present. This representative shall be onsite at all times while Work is being performed by subcontractor.

2.8 If Contractor in good faith believes that any rule or procedure set forth in these Supplemental Safety Terms and Conditions will put its employees or others at risk, Contractor shall immediately notify Owner and shall cooperate with Owner to develop a mutually acceptable alternative procedure.

3. CONTRACTOR SAFETY REPRESENTATIVE

3.1 Contractor shall provide a full-time on-site safety representative per forty (40) employees on each project (Contractor and its subcontractors).

3.2 The full-time on-site safety representative/s shall assist Contractor Management with the initiation, enforcement, maintenance, and administration of job site safety and other loss prevention programs associated with the Work.

3.3 Owner may request Contractor to provide a full-time safety representative for Work with fewer than 40 employees if Owner determines the nature of the Work justifies additional safety oversight. A risk analysis of the project will be performed to assist in determining this requirement.

4. MONTHLY SAFETY REPORTING

4.1 Contractor must report the following:

(a) Hours worked monthly and year-to-date on Operator projects

(b) First Aid Events monthly and year-to-date on Operator projects

(c) OSHA Recordable Events monthly and year-to-date on Operator projects

The above requirements must be reported by the 4th working day of the following month.

5. EVENT REPORTING

5.1 When working for Operator, once the scene is secure, Contractor shall report all events immediately to the Operator project representative. Following initial notification, standardized incident reports shall be completed and submitted to the Operator HSEQ Department.

(a) An initial written report shall be submitted by 8:00 am the following day. Within 5 days, Contractor shall submit an in-depth written report.

5.2 All environmental spills must be reported immediately to the Operator project representative as appropriate.

6. JOB HAZARD ANALYSIS

6.1 Before any Work begins and before changing any Work procedures or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written report identify all potential Work site risks. The JHA shall include: 1) step-by-step plan for the job to be performed, 2) risks/hazards associated with the job, and 3) control measures that Contractor will take to eliminate or control these potential risks/hazards.

6.2 Contractor's assigned supervisor/lead shall review the JHA with each crewmember prior to the start of each job and anytime the Work procedure changes. Additionally, the Contractor's assigned supervisor / lead shall review the JHA with each crewmember after lunch and/or significant break in the Work. Each crewmember must sign their name verifying they understand and will adhere to the JHA.

6.4 Contractor's supervision shall conduct a JHA review with all persons who enter the work zone. This review shall include a scope of Work and any hazards present at the site.

6.5 Contractor shall make its JHA reports available to Owner or Operator upon request.

7. PERSONAL PROTECTIVE EQUIPMENT

7.1 Contractor is responsible for requiring the use of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions.

7.2 Contractor and subcontractor employees shall wear at a minimum the following personal protective equipment (PPE) while in any construction area:

(a) Hardhat

(b) Safety Glasses or Prescription Safety Glasses with Side Shields that meet the specifications of ANSI Z87

(c) Approved hearing protection devices in designated areas

(d) The outermost layer of clothing on the upper body must be High Visibility and Reflective

(e) Work gloves appropriate for the potential hazards of the job tasks. Note: Jersey gloves are not permitted to be worn as the only means of protection.

(f) Protective toe footwear that meet the safety-toe specifications of ASTM F2413 with a compression rating of C75 (i.e. safety toe shoes)

(g) Employees that climb structures shall wear a shoe with a defined heel.

(h) 100% Fall Protection when climbing on wooden structures.

(i) Additional PPE may be required based on the Contractor's PPE Assessment.

(j) Open-toed, open-heeled, athletic footwear and tennis shoes are prohibited.

7.3 Contractor employees shall wear fire retardant (FR) clothing when working on or near energized equipment. While not all-inclusive, the following list provides examples:

(a) When working within the minimum approach distances

(b) When rubber gloves or rubber gloves and sleeves are required

(c) When performing hot-stick Work

(d) When bonding or working "bare hand method"

(e) When grounding conductors or equipment

(f) When testing lines or equipment to be de-energized

(g) When performing switching operations

(h) When entering enclosed/confined spaces with energized lines or equipment

(i) When disconnecting or connecting testing meters

(j) When an employee is required to physically assist with energized Work on lines or equipment where mechanical failure or human error could expose employee to a flash

(k) Additionally, an employee entering a station under the control of a Dispatch Authority shall be required to wear fire retardant clothing unless specifically exempted by Operator.

8. SUBSTATION/SWITCHYARDS

8.1 Contractor shall have all employees in a supervisory role qualified to enter an energized substation. This training is commonly referred to as Station Entry Training. Supervisory employees shall be trained and competent in the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills and techniques necessary to determine the nominal voltage of exposed live parts, and the minimum approach distances corresponding to the voltage to which the qualified employee will be exposed. A record of this training must be maintained by Contractor and made available to Owner or Operator upon request.

8.2 Employees not OSHA station entry qualified shall be under direct supervision of a qualified supervisor. In this case, if the supervisory employee leaves an electrical station site where Work is being performed, all employees must leave the site as well.

8.3 All substation gates shall remain closed and locked at all times unless under direct observation by an attendant.

8.4 Upon entry/exit of a substation, Contractor shall notify the appropriate Dispatch Authority.

8.5 Excavation Inside Energized Stations – Approval shall be attained prior to using mechanical devices to perform excavation inside an energized substation. Excavations shall be barricaded at the end of each shift.

9. FIREARMS, ALCOHOL, AND DRUGS

9.1 Firearms, alcohol, illegal drugs (marijuana, cocaine, etc…) or drugs taken for non-medicinal purposes are prohibited on all Owner controlled sites.

9.2 Contractor shall be responsible for its and its subcontractor employees who are under the care of a physician and are taking prescribed medicine, which may alter the employee's physical or mental ability. Contractor shall determine the necessity to change and adjust accordingly the employee's job assignment while undergoing treatment.

9.3 If firearms or suspected illegal drugs are discovered on any Operator worksite, the following guidelines should be followed by whoever discovers the firearms or suspected illegal drugs:

(a) First, if possible, without putting themselves or others in harm's way, attempt to secure the location and ensure that others cannot come in contact with the firearms or suspected illegal drugs. Do not handle or move firearms or suspected illegal drugs from their discovered location.

(b) Second, immediately contact the Operator representative and together make a decision whether or not the situation requires a call to the local law enforcement authorities. Immediately call the local law enforcement authorities and report the discovered items if (a) neither the Operator representative is available; (b) there is a threat of harm to any person; or (c) there is a risk of improper removal or disposal of the firearms or illegal drugs.

(c) Third, call local Operator Security personnel.

(d) Fourth, for incidents involving Contractor personnel, Contractor shall submit reports according to Section 4.0 Event Reporting.

10. DRUG/ALCOHOL TESTING

10.1 All Contractor and its subcontractor employees must complete and pass the following drug/alcohol testing:

(a) Operator Pre-Employment (48 hours or less prior to first employment on an Operator site)

(b) Post Event (within two hours) on all employees involved in any safety related event

(c) Random

(d) Reasonable Suspicion

(e) If not subjected to a test listed above, Contractor and subcontractor employees must be tested a minimum of once every 12 months.

10.2 Screening substances and their associated cut-off limits will be the same as listed in the applicable General Terms and Conditions. Contractor shall incur all costs associated with the drug testing identified in this section.

10.3 Contractor shall share test results with Owner upon request to the extent allowed by applicable federal, state, or local law. If applicable, Contractor will ensure that employees, agents, subcontractors, or independent contractors and the

(a) employees of subcontractors or independent contractors sign an appropriate authorization prior to such tests being conducted, acknowledging the tests are being conducted and authorizing the information obtained to be provided to the Owner.

10.4 Contractor shall have and ensure compliance with a comprehensive substance abuse/drug and alcohol policy that complies with all applicable federal, state, and/or local statues or regulations.

11. TRAINING REQUIREMENTS

11.1 It is Contractor's responsibility to ensure their employees and subcontractors' employees are appropriately trained, qualified, and competent to perform assigned tasks and associated Work. Qualifications and training shall be documented by Contractor and available to Owner or Operator upon request.

11.2 Contractor's and its subcontractors' Site Supervision shall have successfully completed the OSHA 30-Hour for Construction Training or the OSHA ET&D 20 and 10 Hour Training Courses. "Site Supervision" is defined as personnel with responsibility for making job site Work assignments, personnel with overall responsibility for the Work, and any person leading a crew or Work group (Foreman, Superintendent, Crew Leader, Lead Lineman, etc.). Newly appointed or hired supervision shall complete the OSHA 30-Hour for Construction Training or the OSHA ET&D 20- and 10-Hour Training Courses before assuming the supervisory position.

11.3 All Contractor and subcontractor employees who are performing Work on Operator Transmission Work sites shall have successfully completed the OSHA 10-Hour for Construction Training. New employees shall be trained within fourteen (14) calendar days of starting their first assignment on an Operator site.

(a) If Contractor and subcontractor employees have training that is equivalent to the OSHA 30-Hour or OSHA 10-Hour, Contractor shall submit an overview of the program and documentation of this training to Owner. Owner my require OSHA Training in addition to such training, provided Contractor shall be responsible for the sufficiency of its training program.

11.4 Contractor shall submit their annual training plan to Owner for review and approval.

11.5 First Aid/CPR Training – A minimum of two currently trained persons in First Aid and CPR shall be present for each crew. This is applicable to all crews except for those performing Electrical Work under 600V.

11.6 Contractor and subcontractor shall incur all costs associated with the training of their employees.

11.7 Prior to entering the Site and during the term of the Contract, Contractor shall provide to Owner a list of all individuals (whether it's or its subcontractors' employees), which Contractor intends to use at Owner's Sites. The list shall identify the individuals by their name and the last three digits of the individual's Social Security Number.

11.8 Contractor shall provide Owner with the names and reasons for removal, when an employee is removed from Owner's property due to lack of safety performance or not meeting the drug / alcohol testing requirements.

11.9 Owner, in its sole discretion, may deny access to any individual who has previously been removed from a Work Site by Owner or any of its affiliates for safety reasons.

11.10 Contractor may request a restricted employee to be cleared for Work. A letter addressing the original safety violations or reason for suspension with any documentation supporting the request shall be sent to Owner for approval. The employee shall not work at any of Owner's Work Sites until approved by Owner, which approval may be withheld at the sole discretion of the Owner.

12. JOB SITE COMPLIANCE AUDITING

12.1 If Work is greater than two weeks in duration, a Contractor safety professional shall perform and document one job site audit on each Owner job site a minimum of once per month.

12.2 If there is a full-time Safety Representative assigned to the job site, daily site audits shall be performed and documented.

12.3 Contractor site supervision shall perform and document a minimum of one job site safety audit per week.

12.4 Contractor management personnel shall perform and document one job site safety audit per quarter.

12.5 Audits shall be maintained for the duration of the Work and shall be made available to the Owner or Operator upon request.

13. EMERGENCY PLANNING

13.1 All job sites must have emergency communication and an emergency response plan that has been communicated and understood by all Contractor and subcontractor employees. The plan shall include at a minimum:

(a) Emergency Contacts

(b) Location and Name of Local Emergency Services

(c) On-site communication methods

(d) Location and directions (including maps) to the nearest medical facility

(e) Procedure to follow in the event of an emergency

(f) All Contractor and subcontractor employees shall drive the route to the nearest medical facility prior to any Work activities occurring on the site.

14. BILINGUAL REQUIREMENTS

14.1 At a minimum, Contractor shall provide one English speaking employee for each non-English speaking crew up to 10 crewmembers. The English-speaking crewmember(s) shall be able to communicate with all other crewmembers.

15. HAZARD COMMUNICATION

15.1 Contractor shall submit a chemical inventory prior to mobilizing onto an Operator Work Site.

15.2 Material Safety Data Sheets (MSDS) shall be kept on file by Contractor and available for Contractor and subcontractor employee's and Owner's review upon request.

16. MISCELLANEOUS

16.1 Housekeeping – All trash shall be kept in proper containers and disposed of properly.

16.2 Cable Verification – Immediately prior to cutting any control cable, Contractor personnel shall have a second person verify that it is the proper cable and that it is de-energized.

16.3 GFCI – All extension cords and electric hand tools shall be plugged into a GFCI provided by the contractor. Contractor personnel shall not rely on the receptacles in Operator circuits.

16.4 Guard Structures – All hotline crossings and all road crossings shall be protected using a guard structure. Guard structures (including line equipment used as guard structures) shall be installed prior to disconnecting the conductor and shall remain in place until the conductor is clipped in.

16.5 Testing of Grounds – All grounds shall be tested in accordance with ASTM F2249 – 03 Standard Specification for In-Service Test Methods for Temporary Grounding Jumper Assemblies Used on De-Energized Electrical Power Lines and Equipment.

16.6 Placement of Grounds – The location of all grounds on Transmission Line Work shall be tracked and documented. Grounds shall be installed/removed maintaining minimum approach distance. Grounds shall be inspected prior to each use.

16.7 Wire Skinning – All employees shall use tools specifically designed for wire skinning.

16.8 Traffic Control – All operations involving roadways shall comply with the Manual of Uniform Traffic Control Devices and/or local requirements.

EXHIBIT "E"

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

2. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by ASUME certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

3. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

4. Any and all necessary waivers regarding the Contract have been obtained from any government entity and said waivers shall become part of the contracting file.

5. Contractor shall have delivered to PREPA prior to, or shall deliver on, the date of the Contract:

   (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

   (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the date of the Contract:

      i. a copy of Contractor's Merchant Registration Certificate;

      ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;

      iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

      iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

Attachment 1

Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

[redacted], of legal age, single/married, 45 / Married and resident of the Sherwood Park AB Canada, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of ~~President~~ OFFICER at Centurion ~~Canada~~ GROUP (PUERTO RICO) LLC. (hereinafter referred to as the "Contractor") organized as a CORPORATION under the laws of PUERTO RICO [with the Federal Identification No.] [redacted]
- That I am authorized to represent the Contractor and all of its partners and owners for purposes of this affidavit.
- That neither the Contractor nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Contractor's agreement with LUMA Energy ServCo, LLC while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in Sherwood Park, this 13 day of May, 2022.

By: [redacted]
Na
Title: President

Affidavit No. ____

Sworn and subscribed before me by [redacted], of the personal circumstances stated above, in his/~~her~~ capacity as Officer of Centurion Group (Puerto Rico) LLC who is personally known to me or whom I have identified pursuant the following form of identification: Drivers Licence No. [redacted] Alberta, this 16 day of May, 2022.

[redacted]

CEN-1.0
GSC v22A12
Exhibit E

Annex 1

Contract Certification Requirement

The following certification shall be provided to the Oversight Board and the Commonwealth's Contracting Government Entity by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor's subcontractor(s) in connection with the proposed contract[1] is (are) the following:

   Name of individual or firm, including names of principals or owners of the latter:

   Principal terms and conditions of the contractual relation and role of the subcontractor:

   Amount of proposed contract payable to each subcontractor:

2. Neither the contractor nor any of its owners[2], partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

   Name of individual or firm, including names of principals or owners of the latter:

   Principal terms and conditions of the compensation sharing arrangement and consideration for such benefit:

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

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[1] As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.
[2] For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

EXHIBIT "F"

LUMA POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES

MESSAGE FROM [redacted]

LUMA was created to power the lives of the people of Puerto Rico through the delivery of safe, reliable, and affordable electricity. Operating safely and sustainably and in an ethical and responsible manner is critical to achieving our goals.

Our vendors play an important role in supporting our operations and upholding our commitments to our customers. Our Vendor Code of Conduct explains the principles and standards that apply to you when you are providing goods and services to LUMA. As a LUMA vendor, we expect you to share the principles described in this Code of Conduct and to apply similar standards with your own employees and across your supply chain.

By following this Code, you are upholding our mission and our core values and setting the groundwork for our joint success. We expect you—including your employees and the suppliers you yourself use—to act ethically and abide by the commitments in this Code and by other policies that may apply you as you interact with us or act on our behalf. We value our relationship with you and appreciate your efforts to fulfill these important responsibilities.

Sincerely,

[redacted]

Chief Financial Officer

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OUR MISSION STATEMENT & VALUES

Our values are not just words on a page. We live them daily. Our mission is always, in every way, to continue getting better.

Mission Statement

LUMA was purposefully built for the people of Puerto Rico, to reinvigorate and transform the island's electric transmission and distribution system and to support its overall economic development. We put people first – our employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for our customers and the world around us.

We stand together, building a culture on continuous improvement with the goal of working towards a stronger Puerto Rico by delivering on our promise of excellent customer service and our commitment to Safety.

Core Values

Our Core Values define how we work and we seek out business partners who share them as well. It is important that all members of our team embrace these values, as they are fundamental to how we do business.

We live by the following values:

I. **CARE**

We seek to understand and collaborate. We care enough to challenge each other. We care about each other – and the communities where we live and work.

II. **ACCOUNTABILITY**

We are transparent, respectful and responsive. We are ethical and guided by integrity. We do the right thing. We hold ourselves and each other accountable to operational excellence.

III. **PRIDE**

We take pride in holding ourselves to the highest standards of safety and sustainability. We are invested in our people, our actions and our commitments for the long run. We celebrate our successes and continuously strive to be better.

CONDUCTING BUSINESS THE LUMA WAY

Our Expectations

LUMA's Vendor Code of Conduct ("Code") applies to all intermediaries, suppliers, consultants, contractors, contract labor and other business partners who provide goods or services to or on behalf of LUMA (collectively, "vendors"). We each play a role in upholding the principles of our Code. You are expected to ensure that all your employees or sub-vendors that perform work for LUMA read, understand

and follow the Code and the underlying policies and practices that are applicable to them to avoid illegal or unethical conduct. Compliance with this Code is a requirement for becoming and remaining a LUMA vendor.

Vendor Selection

We are committed to dealing fairly with all vendors throughout our procurement process, from bid evaluation and negotiation to award decisions and purchasing administration. We select our vendors based on objective criteria, such as technical, commercial or other legitimate business reasons. You are expected to cooperate with our procurement processes, including responding to any due diligence requests.

Speak Up

Raising awareness of possible misconduct or violations of the law or the Code is part of our commitment to creating a fair and honest culture. To ensure the highest levels of integrity throughout our supply chain, we rely on our vendors to speak up about any actual or suspected violations of the law or our Code.

If you want to come forward with any questions or concerns, you may use any of the following resources:

Your LUMA Supply Chain Representative LUMA Leadership LUMA's Director of Compliance LUMA's Ethics Helpline

LUMA's Ethics Helpline is available 24 hours a day, seven days a week, in Spanish and English. You can call the Ethics Helpline at 877-776-0993 and speak with a third-party representative, make a report via the internet at www.LUMAethicshelpline.com, or e-mail Compliance@LUMAmc.com.

LUMA's Ethics Helpline is managed by an independent third-party service provider. You may report anonymously. All reports made to the Ethics Helpline are forwarded to LUMA's Director of Compliance for review and investigation. When you make a report to the Ethics Helpline, please provide as much information as possible. The more information you provide, the easier it will be for the Company to investigate and address your concern.

Investigation of Reports

You are encouraged to report conduct that you believe is illegal or improper. LUMA treats all reports of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all reports and take necessary action. You are expected to cooperate with any investigations. LUMA does not tolerate any form of retaliation against anyone who reports a violation of this Code in good faith or cooperates with an investigation. We also expect all our vendors to investigate any concerns that are reported to them and to take corrective measures if necessary.

Violations of Our Code

LUMA takes violations of our Code very seriously. We encourage our vendors to monitor their compliance with the Code's requirements. LUMA will monitor our vendors' compliance with this Code

through audits or site visits as we deem necessary and we expect our vendors to cooperate with related requests. If any non-compliance with this Code is detected, you are expected to take reasonable steps to address, remedy, and prevent reoccurrence of the non-compliant conduct. Failure to comply with this Code may result in the termination of the business relationship between you and LUMA.

CREATING A CULTURE OF TRUST AND RESPECT

We believe in *People First, Safety Always.*

Human Rights and Labor Practices

We respect and promote human rights in all our operations. We expect you to share our commitment to providing equal employment opportunity and creating an inclusive work environment that is free from discrimination. You must treat all members of your workforce fairly and in accordance with all applicable labor and employment laws.

We expect you to employ workers on the basis of their ability to do the job, and not on the basis of their race, color, age, sex, national origin/ancestry, social origin or status, marital or familial status, citizenship status, disability, religion, veteran status, sexual orientation, gender identity, political affiliation, genetic information, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, or any other status protected by federal, state, or local law.

LUMA will not tolerate any conduct by a vendor that is offensive, hostile, abusive, exploitative or otherwise inconsistent with a respectful workplace. You must not support or engage in forced or indentured labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, overtime, and benefits. We expect you to respect the rights of your workers to associate freely and to join or not join labor unions.

Workplace Safety

At LUMA, the safety of our people – employees, customers, vendors, and the public – matters first and foremost. As our vendor, you must comply with all applicable safety and security laws and regulations. You also must adhere to LUMA's safety standards and apply safe work practices to work you undertake on our behalf to prevent injuries and illnesses and minimize property losses. You must comply with LUMA HSE Contractor Selection and Management Standard applicable requirements. You are expected to report any incidents or near-misses in accordance with LUMA's HSE Handbook and our Workplace Safety Policy. You must ensure that your workers receive relevant training on health and safety procedures, including prohibitions on the use of illegal drugs and alcohol at work and restrictions on the possession of weapons.

Social Media

You must not use social media in a way that may jeopardize LUMA's reputation. You are not allowed to make any statements on behalf of LUMA without prior permission from the Company's Communications department. You are also not permitted to use LUMA's name or logo, trademarks or other intellectual property without the Company's express consent. You must never use social media to make false or defamatory comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

Conflicts of Interest

When working for LUMA, you have a responsibility to always act in the best interests of the Company. You must avoid engaging in any activity that would create an actual or apparent conflict of interest in the provision of products or services to LUMA. A conflict of interest may arise when your personal or professional relationships influence or appear to influence your business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- Your company is partially or fully owned or controlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee
- Your company is partially or fully owned or controlled by a government employee of any agency that regulates or oversees LUMA
- You hire or employ a current LUMA employee or their family member
- You have a personal relationship with the LUMA employee who supervises your work for the Company

Additionally, we are obligated to comply with the Código de Ética para Contratistas, Suplidores, y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico (the "Code of Ethics"), which enumerates our ethical obligations and responsibilities and includes specific requirements related to identifying, avoiding and mitigating conflicts of interest.

Even the appearance of impropriety can undermine our credibility, pose financial and reputational risk to us and jeopardize our ability to comply with relevant laws and regulations, or our contractual obligations. If you are aware of any situation that may create a conflict of interest you must promptly disclose it to the Company.

ACTING WITH INTEGRITY

We conduct our business lawfully and ethically.

LUMA's Code of Conduct for Employees

All LUMA employees are required to comply with LUMA's Code of Conduct for employees, available at https://lumapr.com/. Among other things, LUMA's employee Code has strict rules and expectations for our employees when they interact with LUMA's vendors. You must never cause or take any action that would result in a LUMA employee violating the employee Code. When in doubt, ask your LUMA business contact.

Zero Tolerance for Corruption

LUMA is committed to conducting business the right way. We never tolerate any form of corruption and we expect our vendors to carry out their business honestly and ethically. You must operate in full compliance with applicable laws and regulations, including anti-money laundering, anti-bribery and anti-corruption laws, wherever you do business.

When working for or on behalf of LUMA, you must never offer, promise or give a bribe, kickback or improper payment to anyone, whether they are a government official, commercial actor or private individual.

A bribe is an offer or gift of anything of value in order to improperly influence a decision or gain an unfair business advantage. Bribes may include money, expensive gifts, extravagant travel or entertainment, employment opportunities, and political or charitable donations. A kickback is money or a gift of anything of value returned or paid as a reward for awarding or fostering business.

We expect you to implement your own anti-corruption policies and procedures, which include conducting appropriate due diligence for any sub-vendors that will perform work for LUMA and maintaining accurate books and records.

Exchanging Business Courtesies

In the course of conducting business for LUMA, you may exchange business courtesies to build goodwill and positive working relationships at the Company. However, such exchanges must not be used to improperly influence a business decision or create a sense of obligation. Although nominal promotional items or business courtesies of modest value may be acceptable in certain situations, they are never required to do business with LUMA.

Even the appearance of impropriety can damage your and LUMA's reputations. Any business gifts or entertainment you give or offer to LUMA employees must be reasonable and comply with local law and the LUMA employee Code. Such courtesies must not be provided frequently. Extravagant gifts and entertainment, cash, cash equivalents, gift cards or discounts not available to all employees are prohibited, whether they are provided directly to LUMA employees or indirectly via third parties or family members.

Relationships with Governmental Authorities

LUMA often interacts with Puerto Rico's regulatory and other governmental authorities that are responsible for laws, regulations, and policies that affect the Company, such as:

- The Puerto Rico Public-Private Partnerships Authority ("P3 Authority")
- The Puerto Rico Electric Power Authority ("PREPA")
- The Puerto Rico Energy Bureau ("PREB")
- The Financial Oversight and Management Board for Puerto Rico ("FOMB")
- The Federal Emergency Management Agency ("FEMA")

In your work with LUMA, you may encounter government officials or employees from these or other government agencies and departments. You must act with integrity when interacting with such governmental authorities and ensure that you comply with all applicable legal requirements. You must not make representations on behalf of LUMA without prior approval from the Company.

Providing a business courtesy to a government official or employee is subject to strict rules, including the Code of Ethics. You shall not provide any business courtesies to any government officials or make any donations or contributions to any political party or candidate or for any political initiative on LUMA's behalf without prior approval from the Company.

Trade Controls

LUMA complies with all applicable laws and regulations that govern international trade, including import and export controls and economic sanctions promulgated by the U.S. Treasury Department, Office of Foreign Assets Control. We expect our vendors to be knowledgeable of and abide by these laws when applicable. You must not engage in transactions with any sanctioned parties or facilitate transactions with third parties that involve sanctioned parties.

SUPPORTING OUR COMMUNITIES

We invest in our local communities and provide the best service to our customers.

Environment and Sustainability

LUMA recognizes the importance of safeguarding the environment for future generations. We are committed to reducing our environmental impact and we actively seek vendors that operate in an environmentally responsible manner. Because we care about protecting the environment, we expect our suppliers to:

- Commit to and promote environmental compliance.
- Comply with local, Commonwealth and federal environmental laws, regulations and government orders, permits, authorizations and other legal obligations.
- Assist in finding efficient and effective solutions to environmental issues.
- Report environmental incidents in accordance with policies.
- Respond quickly and effectively to environmental incidents involving work sites and/or equipment in accordance with LUMA's policies.
- Be familiar with and comply with all LUMA environmental systems, procedures, plans and programs in effect and applicable to their work situation.
- Implement systems and procedures to minimize activities that pose a threat to the environment and provide training on the same.
- Ensure safe and appropriate management and disposal of waste.

Local Goods and Services

LUMA is committed to investing in the people of Puerto Rico. We support local businesses and provide them with fair opportunities to bid and acquire contracts. We expect our vendors to share this commitment to seek, use and develop a local supply chain while performing work for LUMA.

PROTECTING OUR COMPANY RESOURCES

We use assets, systems, processes and data responsibly.

Asset Management

Responsible management of assets that are owned by LUMA as well as assets that are entrusted to us by PREPA is vital to the performance of our work. Such assets include equipment, tools, vehicles, offices and yards, funds, documents, networks, systems and software, confidential information, sensitive information and intellectual property. As a LUMA vendor, your services may affect electric utility service and be subject to utility regulation, including oversight from the P3 Authority and the PREB. You are expected to safeguard the assets managed by LUMA and only use them with Company approval and for legitimate business purposes; they should be protected from misuse or theft.

Data Protection

Information systems managed by LUMA, and the data we store on these systems, are valuable assets, many of which are used to carry out critical utility activities. You have a duty to maintain the security and integrity of these systems and to abide by all information protection and privacy laws that apply to your relationship with us.

If you provide information systems services to LUMA, or you connect to information systems managed by LUMA, you will be expected to implement and maintain a cybersecurity system designed to prevent unauthorized access to these systems, as well as your own. In such cases, LUMA has the right to screen your systems for compliance and security purposes prior to engagement. You must notify LUMA immediately if any information we provided or gave you access to has been, or is suspected of being, lost, stolen, or inappropriately disclosed.

All information that is created, stored and transferred using systems and networks managed by LUMA is Company or PREPA property. LUMA may authorize individuals to monitor equipment, systems and network traffic to ensure that these systems have not been compromised or to see if there has been improper or inappropriate use of Company or PREPA resources. You should not expect privacy when using LUMA's systems to access, download or transmit information.

Confidential Information

In the course of your work for LUMA, you may have access to the Company's or PREPA's confidential, non-public information. This can include financial information, business or strategic plans, customer lists, terms or rates offered to customers, pricing and technological innovations. You must protect the confidentiality of this information and you must not disclose it to anyone outside the Company unless the Company authorizes you to do so or it is required by law.

Sometimes our customers or other vendors will provide us with their own confidential information, in furtherance of our business relationships with them. You must always respect and protect the confidential information of our customers and other vendors and abide by any confidentiality obligations to which you have agreed. Any media inquiries related to confidential, non-public information about LUMA or its operations should be referred to the Company's Communications Department.

Data Privacy

We respect the privacy of the personal information of our employees, customers, and vendors. You have a shared responsibility to protect this information against inadvertent or inappropriate disclosure. You must handle such information in compliance with applicable laws and LUMA's policies and IT security requirements. LUMA reserves the right to analyze your security system to ensure that any personal information we disclose to you will be adequately protected. You must not share such information with

third parties without LUMA's express approval. Any potential compromise to the confidentiality or the security of personal information should be immediately reported to LUMA's IT—OT Department.

Record Retention

We maintain Company records, in paper and electronic form, for as long as required by law and as necessary for our business purposes. During the course of your work for LUMA, you may generate or receive information or records related to the Company. You must follow all applicable laws and contractual requirements in creating, maintaining and disposing of these records. The destruction of personal information must be previously authorized to implement any necessary safeguards and must be documented in compliance with law.

You must not destroy or discard any records related to your work for LUMA that are subject to an internal or government investigation, or to any other legal or administrative proceeding. If you receive a subpoena or a request from someone outside LUMA for a document or record, notify your contact at LUMA.

Financial Reporting

Accurate, reliable, and timely records and disclosures are critical to meeting LUMA's financial, legal and management obligations. Records prepared for LUMA, including records of work time and expenses, must be accurate and complete. You must ensure that you have appropriate authorization for each work order or purchase requisition and that you maintain appropriate supporting documentation. You must comply with generally accepted accounting principles, as well as your internal accounting policies and system of internal controls.

v. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

vii. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;

viii. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws;

ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and

x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1.**

(c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 5(b).

6. In providing the Services, Contractor, covenants, represents and warrants to the PREPA as follows:

(a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries (together "Contractor Group Members" and each a "Contractor Group Member") shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by Operator to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

(b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by Operator to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

(c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(d) Contractor shall promptly notify Operator in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Contract or the

Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

(e) Contractor shall at all times comply with all applicable Law regarding non-discrimination;

(f) Contractor attests, subject to the penalties for perjury, that no member of Contractor or Contractor Group, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Contract other than that which is expressly set forth in this Contract;

(g) Contractor shall inform Operator if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

(h) Contractor shall inform Operator if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

(i) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable it with respect to the T&D System (as defined in the OMA); and

(j) In providing the Services, Contractor shall:

i. to the extent that the Services are subject to rules of ethics of a profession, comply with any applicable rules;

ii. to the extent that the Services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988 ("Act 173"), comply with Act No. 173-1988, as amended; and

iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the Services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

7. **Consequences of Non-Compliance.** Contractor expressly agrees that the conditions outlined throughout this Exhibit "E" are essential requirements of this Contract. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit PREPA to terminate this Contract. PREPA shall also have the right to terminate this Contract in the event of Contractor's negligence, dereliction of duties or breach of this Contract,

without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

8. Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

   PREPA shall have the right to terminate the Contract in the event Contractor is convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

   Furthermore, Contractor agrees to comply with the provisions of Act No. 2-2018, as the same may be amended from time to time.

9. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.

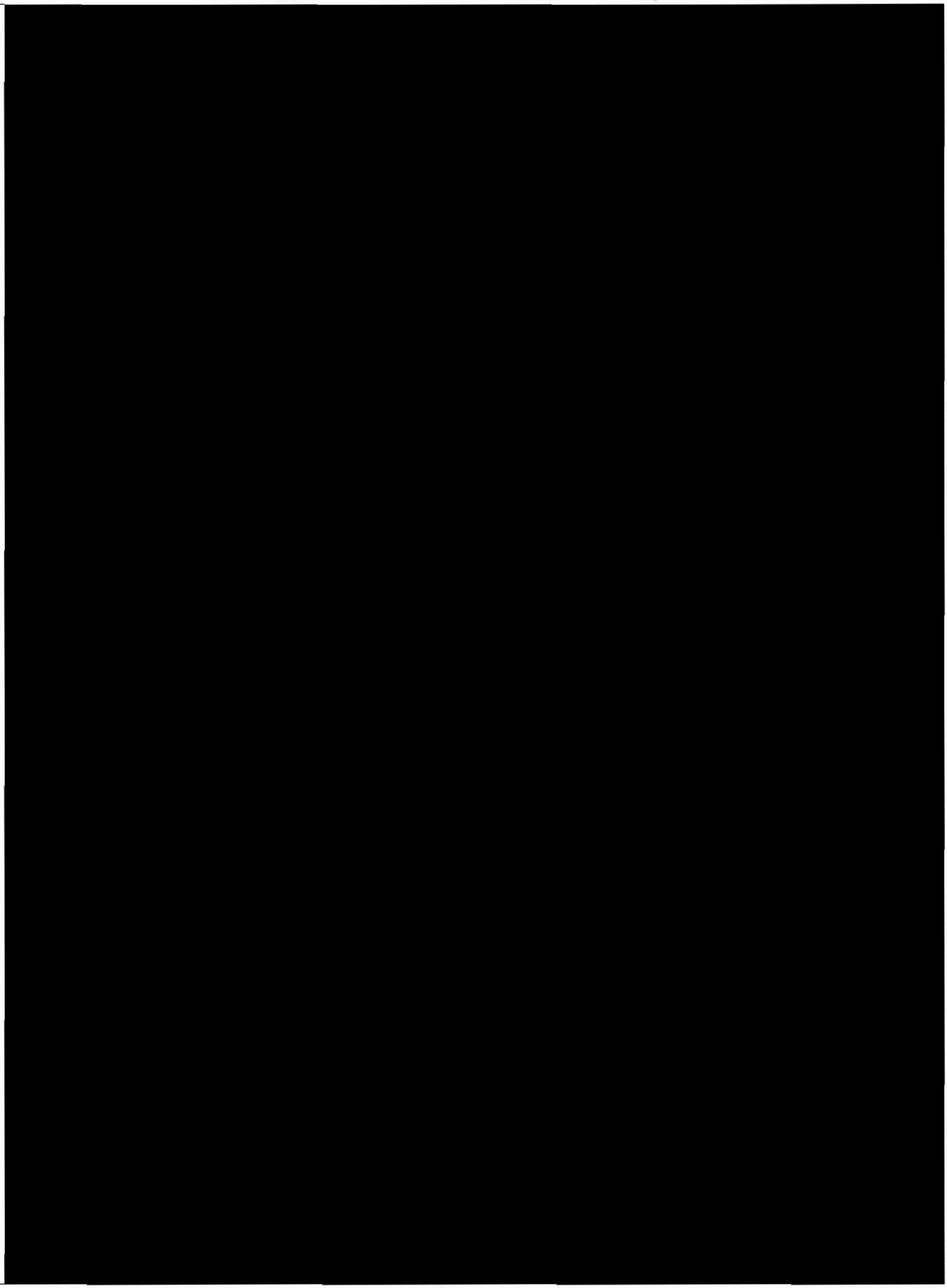
Interagency Services Clause: Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted Services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with Owner or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These Services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this Contract.

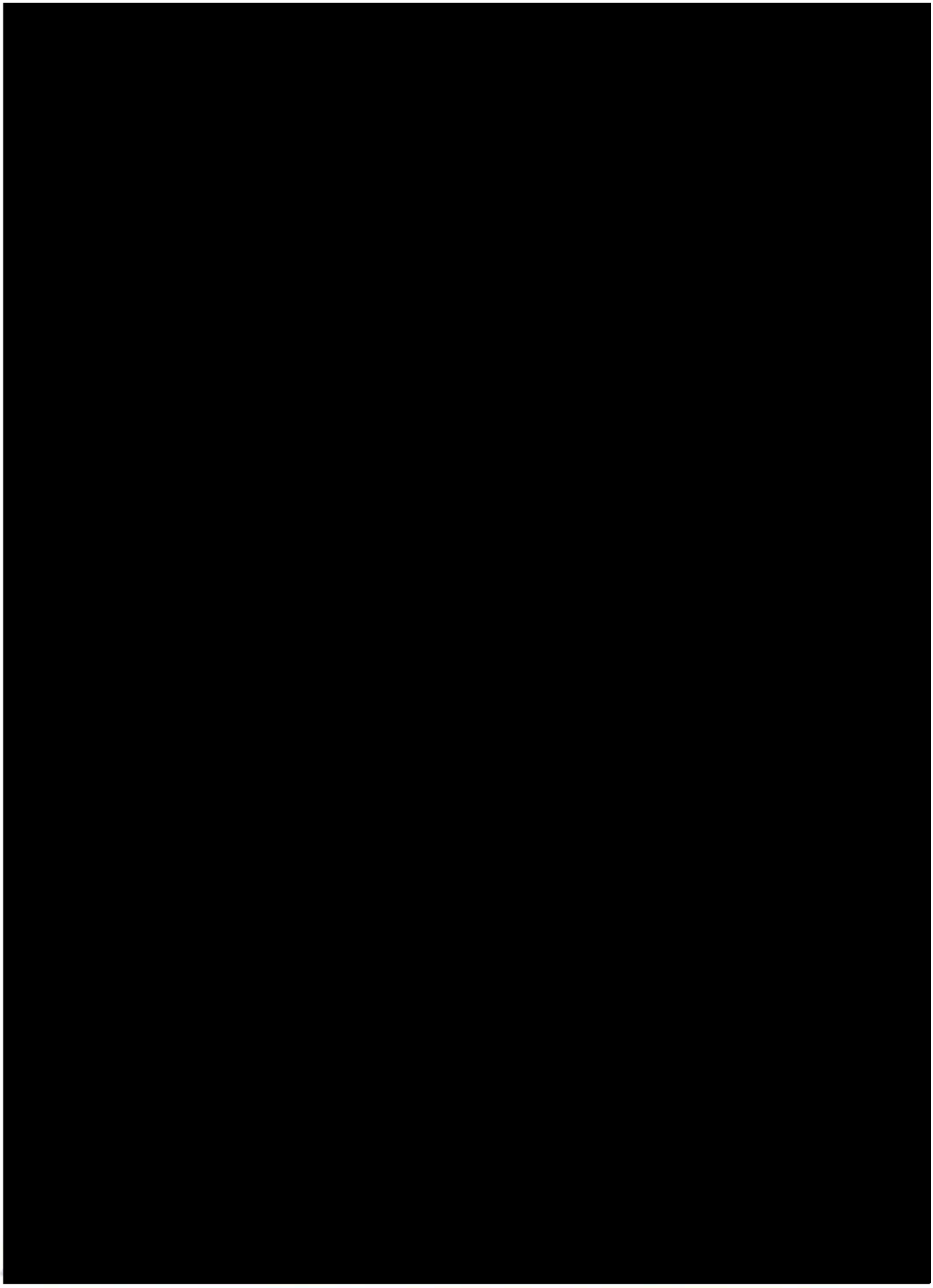
Termination Clause: To the extent required by Act No. 3-2017 and OE-2021-003, or other applicable law, order or circular letter, the office of the Chief of Staff shall have the authority to terminate this Contract at any time; provided that in any such event Contractor shall be entitled to payment in full for the Services provided by it through the date of termination.

Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico: The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Contract.

PREPA certifies that this Contract has the appropriate governmental authorizations necessary for its execution, and according to the provisions in the Act No. 3-2017, known as the "Act to Address the

Economic, Fiscal, and Budget Crisis to Guarantee the Operations of the Government of Puerto Rico." Furthermore, PREPA certifies that it has obtained written approval of the Government Chief of Staff and the Office of Management and Budget, pursuant to Memorandum Number 2017-001 and Circular Letter 141-17.]





2022-L00217

General Services Contract

Contract Confirmation Form

REFERENCE NUMBER:	XPE-3.0 *(Contractor to show on all invoices, faxes, shipping documentation and packages)*
DATE ISSUED:	Month: June Day: 1, 2022 (**"Effective Date"**)
OWNER:	**PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rico (the **"Owner"** or **"PREPA"**) and represented herein by its agent, **LUMA ENERGY SERVCO, LLC** (**"Operator"**).
OWNER'S REPRESENTATIVE CONTACT:	Name and Title: [redacted], **Director, Vegetation Management** Telephone: [redacted] Email: [redacted]@lumapr.com
CONTRACTOR:	**Xpert's LLC**, with its main office at **P.O. Box 363062, San Juan, Puerto Rico 00936-3062** (the **"Contractor"**)
CONTRACTOR'S REPRESENTATIVE CONTACT:	Name and Title: [redacted], President Telephone: [redacted] Attention: A[redacted], XPE-3.0 Email: [redacted]

Operator was retained by Owner and the Puerto Rico Public-Private Partnerships Authority (**"Administrator"**), under the Operation and Maintenance Agreement dated as of June 22, 2020, as amended from time to time in accordance with its terms (including any amendments as may be contemplated by the Supplemental Agreement (as defined in Exhibit F-1 to such agreement)) (collectively the "OMA"), pursuant to which Operator has agreed to provide certain services to the Owner and Administrator as more specifically set out therein. In accordance with the terms and conditions of the OMA, Operator is acting as Owner's agent under this Contract. All provisions hereunder relating to Owner taking any action shall be understood to refer to Operator, acting on Owner's behalf, so long as the OMA is in effect.

PREPA, by virtue of Act No. 83 of May 2, 1941, has the authority to engage those professional, technical and consulting services necessary and convenient to the activities, programs and operations of PREPA.

In consideration of the mutual terms and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Owner hereby agree as follows:

1. This General Services Contract is comprised of the following documents (including in each case the attachments and annexes thereto):

   (a) This Contract Confirmation Form;
   (b) Exhibit "A" – Standard Terms and Conditions;
   (c) Exhibit "B" – Scope of Work and Technical Requirements;
   (d) Exhibit "C" – Price and Work Schedule;
   (e) Exhibit "D" – Health, Safety, and Environmental Obligations;
   (f) Exhibit "E" – Government Contracting Requirements; and
   (g) Exhibit "F" – LUMA Policies.

   (the "**Contract**").

2. Contractor agrees to perform the services as defined in Exhibit "B" – Scope of Work and Technical Requirements (the "**Services**") for the price and within the timeframe specified herein as defined in Exhibit "C" – Price and Work Schedule.

3. **Payment for Services and the performance of Contractor's obligations under this Contract will not be made, and performance by Contractor under this Contract may not be required, until this Contract is properly registered in the Office of the Comptroller of the Commonwealth of Puerto Rico pursuant to Law No. 18 of October 30, 1975, as amended.**

4. By executing this Contract, Contractor acknowledges and agrees that it has reviewed the OMA located at: https://aafaf.pr.gov/p3/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf pursuant to which Operator has agreed to provide certain services to Owner and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges that all warranties and other rights related thereto, with respect to the T&D System shall be assignable to Administrator or a Person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term or upon early termination of the OMA.

5. Contractor represents, warrants and covenants as to the matters specified in Exhibit "E" – Government Contracting Requirements, which are requirements that PREPA is obligated by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).

6. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico. The required debt certifications have been delivered in accordance with Exhibit "E" – Government Contracting Requirements.

7. The Parties acknowledge that, to the extent necessary, they have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of this Contract all of which shall be in full force and effect as of the date hereof.

8. This Contract may be executed and delivered by the parties in counterparts and by facsimile and when a counterpart has been executed and delivered by each of the parties, by facsimile or otherwise, all such counterparts and facsimiles shall together constitute one agreement.

To evidence their agreement, Contractor and Operator on behalf of Owner have executed, by their duly authorized officers, and entered into this General Services Contract effective as of the Effective Date.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC

Per: [redacted]

Per: [redacted]

EIN: # [redacted]

Xpert's, LLC

[redacted]

[redacted]

EXHIBIT "A"

STANDARD TERMS AND CONDITIONS

1. Application of Standard Terms & Conditions

1.1 These Standard Terms and Conditions, together with the Contract Confirmation Form and any attachments or exhibits hereto shall govern this Contract, to the entire exclusion of all other terms and conditions.

2. Standard of Performance of the Services

2.1 Contractor shall perform the Services:

(a) safely, efficiently, diligently and carefully in a good and workmanlike manner exercising the level of skill, care and diligence of a reputable and experienced professional specializing in services similar to the Services, including compliance with the requirements set out in Exhibit "D" – Health, Safety, and Environmental Obligations;

(b) in strict conformance with this Contract and any specification, drawing or other description supplied or advised by Owner to Contractor; and

(c) in accordance with all applicable laws, including all ordinance, regulations and permits. Contractor shall furnish all skills, labor, supervision, equipment, materials and supplies required for the provision of such Services, including compliance with the requirements set out in Exhibit "E" – Government Contracting Requirements and in Exhibit "F" – LUMA Policies, as applicable.

3. Location of Performance of the Services

Contractor shall perform the Services at the location or locations specified in Exhibit "B" – Scope of Work and Technical Requirements. Contractor shall comply with all Owner provided access, safety and other conditions applicable thereto.

4. Timing of Services and Delay

Time is of the essence herein. The Services shall be commenced and completed by Contractor within the time periods specified in Exhibit "C" – Price and Work Schedule. If no date is specified for completion of the Services, the Services shall be completed as soon as practicable after the Effective Date and, in any event within thirty (30) calendar days from the Effective Date.

5. Permits

Contractor shall obtain and maintain all permits, licenses and/or regulatory requirements required to authorize it to perform the Services or otherwise satisfy its obligations pursuant to this Contract.

6. Warranty and Inspection

6.1 Contractor covenants, represents and warrants to Owner that any Services provided shall: (i) be in accordance with Contractor's standard of performance specified in Section 2; and (ii) shall not constitute an infringement of third-party intellectual property. If any Services do not conform to the foregoing requirements, Contractor shall promptly re-perform, at its sole cost and expense and be responsible for any associated costs and damages caused by any non-conformance, such

Services at the direction of the Owner ("**Contractor Warranty**"). The Contractor Warranty shall have a term of two (2) years from completion of the Services (the "**Warranty Period**").

6.2 If any of the Services are re-performed pursuant to the aforementioned Contractor Warranty, this Section shall apply to such re-performed Services. Contractor shall commence its re-performance of the Services within two (2) calendar days of any such written request. If Contractor fails to re-perform such Services in such manner Owner may, at its option, do so at Contractor's cost.

6.3 The performance of the Services and any deliverables thereto shall at all times be subject to Owner's inspection and review. Owner's inspection or review of, or failure to inspect or review, the performance of the Services or the deliverables thereto shall not relieve Contractor of any obligations under this Contract. No acceptance or payment by Owner shall constitute a waiver of the foregoing.

7. Compensation for Services, Currency and Taxes

7.1 Contractor shall be fully compensated for its performance of the Services by the payment of the Price specified in Exhibit "C" – Price and Work Schedule. Any compensation for the Services shall be in United States dollars.

7.2 Any compensation owing to Contractor is inclusive of all taxes and all other costs and expenses in connection with the performance of the Services.

7.3 Contractor is exclusively liable for, and shall pay before delinquency, all charges, taxes and other amounts owing for the Services, if any, and shall indemnify Owner from all claims and liabilities arising from Contractor's failure to do so.

7.4 The Contractor agrees to the following regarding Tax withholding:

(a) PREPA shall collect, deduct and withhold from Contractor any applicable tax, including but not limited to income taxes, from any payments made to Contractor in connection with the performance of the Services that are subject to withholding under any applicable laws, and shall deposit such amounts with the corresponding governmental taxing authorities, unless Contractor submits a waiver issued by the corresponding governmental taxing authority, totally or partially exempting Contractor from such tax withholding, or if the performance of Services are exempt under applicable law. If Contractor is providing Services to PREPA, Contractor shall separately disclose in the invoice for Services provided under the Contract, the Services rendered within Puerto Rico from the Services rendered outside Puerto Rico, as well as the fees, charges or compensation related thereto, so that PREPA may undertake the applicable tax withholding on the Services rendered in Puerto Rico.

(b) If Contractor is a foreign entity taxable as a corporation for purposes of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Code"), that claims to be engaged in trade or business in Puerto Rico, respectively, and, thus, is not subject to the withholding tax rules of Code Section 1062.08 (but is instead subject to the withholding tax rules of 1062.03, absent a waiver), it shall provide to PREPA a written certification (in a form acceptable to PREPA) stating that it is engaged in trade or business in Puerto Rico, indicating the basis for such a claim and the address of residence, office or place of business in Puerto Rico, as applicable and that it will treat any income derived from this Contract for

Services rendered in Puerto Rico as effectively connected with a Puerto Rico trade or business for purposes of the Code. The certification shall be signed by the individual, corporate officer or managing partner and include an indication of the official title of the person subscribing the same, as applicable. Once PREPA receives such certification, it shall immediately forward the same (or copy thereof) to the corresponding governmental taxing authority.

(c) In addition, if applicable, Owner shall also withhold the special contribution of one point five percent (1.5%) of the gross amounts paid under this Contract, as required by Act No. 48-2013, as amended, and shall forward such withholdings to the Department of the Treasury.

8. Payment Terms and Audit

8.1 Contractor shall invoice Owner on a monthly basis for the Services that have been fully completed to Owner's satisfaction. Contractor shall submit its invoice (in form acceptable to Owner, and in compliance with this Section 8) for the Services completed in any month to the address specified under Owner's Representative Contact in the Contract Confirmation Form by the fifteenth (15th) calendar day of the month immediately following Contractor's completion of the Services.

8.2 Owner shall pay all undisputed amounts specified in such invoice within forty-five (45) calendar days of receipt. The invoice shall reference this Contract number and associated Purchase Order(s).

8.3 Contractor shall keep books, accounts, records and documentation related to the performance of the Services ("**Records**"). Owner may audit all such Records for the purpose of verifying the proper performance by Contractor under this Contract. Contractor shall keep such Records at all times during this Contract and for (36) months from the last day of the calendar year in which the Services are completed.

8.4 Contractor shall refund to Owner any overpayment disclosed by any aforementioned audit, and Owner must pay Contractor the amount of any underpayment discovered by the audit, in each case, within thirty (30) calendar days of such finding.

8.5 Notwithstanding anything to the contrary stated in this Contract:

(a) Contractor shall sign each invoice certifying that:

(a) the amount requested in such Contractor's invoice represents the amount to which Contractor is entitled pursuant to the terms of this Contract;

(b) all the Services covered by the invoice have been performed; and the invoice is correct, authentic and the only invoice issued for the Services described therein; and

(c) compliance with statutory requirements by including the following statement:

"We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver have been obtained prior to entering into the Contract by and among the Puerto Rico

Electric Power Authority ("Owner"), by its agent, LUMA Energy ServCo, LLC ("Operator") and ***Xpert's LLC*** *(the "Contractor") dated effective May 23, 2022 (the "Contract"). The only consideration to be received in exchange for the provision of Services (as defined in the Contract) provided is the agreed upon price that has been negotiated with Owner as specified in the Contract. The total amount shown in this invoice is true and correct. The Services have been rendered and no payment, or partial payment, has been received."*

8.6 All applicable invoices shall be supported by labor, equipment and material reports, which have been approved prior to issuing such invoice, in writing, by Owner Representative. All such labor, equipment, and material reports shall be signed by Contractor.

8.7 Contractor shall provide, upon Owner request, detailed billing information in electronic format which may include, but not be limited to, the following, as applicable: (i) method of calculating progress billing amounts for any lump sum Services; and (ii) labor, equipment and materials details for time and material or reimbursable Services.

9. Liens and Holdbacks

9.1 All deliverables related to the Services shall be free and clear of encumbrances of any kind or nature whatsoever, including any liens or security interests.

9.2 Payments otherwise due to Contractor by Owner under this Contract may be withheld by Owner, without payment of interest, in the event of any one or more of the following:

(a) defective Services performed and not remedied by Contractor or any other failure by Contractor to comply with this Contract;

(b) Contractor fails to comply with the invoicing requirements set out herein;

(c) the filing of any encumbrances, including any claims, liens, charges or encumbrances or evidence indicating the probable filing or asserting of such an encumbrance in connection with the Services or the property or lands of Owner;

(d) Contractor's or its personnel's failure to pay amounts when due: (i) for labor, materials, or supplies used by Contractor in the Services; (ii) amounts due to Contractor's subcontractors in connection with the Services; or (iii) to SIF or similar body;

(e) claims made by, or threatened by, third parties (including subcontractors) against Owner that are attributable to acts or omissions of Contractor or its personnel, including loss or damage to subcontractors;

(f) Contractor's failure to make satisfactory progress in respect of the Services in the opinion of Owner;

(g) evidence of financial difficulty, reasonable possibility of creditor enforcement proceedings, prospective dissolution of Contractor, or of its inability to fully perform the Services;

(h) any holdbacks or withholdings permitted by this Contract or required by any laws; and

9.3 If and when the cause or causes for withholding any such payment are remedied or removed, and satisfactory evidence of such remedy or removal has been presented to Owner, the payments withheld shall be made promptly to Contractor. If, within fifteen (15) days after delivery of notice to Contractor by Owner of the withholding, Contractor fails or refuses to remedy or remove any cause for withholding such payments, Owner may, without limiting any other rights or remedies of Owner under this Contract remedy or remove same, or cause same to be remedied or removed, and may deduct the cost thereof from the compensation payable pursuant to this Contract.

10. Insurance

10.1 Contractor shall, without limiting its obligations or liabilities herein, obtain and maintain during the term of this Contract, at Contractor's sole cost and expense, reasonable insurance coverage, including: (i) errors and omissions (professional liability) insurance in the amount of five million dollars ($5,000,000) per claim and in the aggregate (per annum); (ii) automobile liability insurance covering all motor vehicles owned, leased or licensed by Contractor with a minimum limit of two million dollars ($2,000,000); (iii) comprehensive general liability insurance, on an occurrence basis, with a bodily injury, death and property damage limit of five million dollars ($5,000,000) inclusive; (iv) Insurance covering loss of or damage to Owner or Operator property; and (v) such other insurance as Owner may require from time to time in the course of providing the Services. In addition, Contractor and its subcontractors shall ensure that all personnel, and all other persons under its direction and control performing the Services have effective mandatory coverage with the Puerto Rico State Insurance Fund ("SIF"), including personal coverage if they are otherwise exempt from other means of coverage under SIF, social security for chauffeurs for eligible non-exempt personnel and any other mandatory governmental insurance that may apply to Contractor's operation.

10.2 Contractor shall provide certificates of insurances evidencing the aforementioned insurances forthwith upon written request from Owner. The insurance contemplated herein shall in no way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

11. Indemnity and Liability

Contractor shall be liable for and indemnify and hold harmless Owner, its directors, officers, employees, secondees, representatives, agents, operators and contractors and their respective representatives, agents and employees (collectively, the "**Owner Indemnified Parties**") from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of every kind and nature whatsoever, that may be asserted or brought against, or suffered or incurred by, the Owner Indemnified Parties for or in respect of, or arising in any way whatsoever, out of the performance, or failure to perform, of this Contract by Contractor, its employees, secondees, agents, representatives, subcontractors or Contractors, or their respective employees, agents, representatives, subcontractors or Contractors.

12. No Consequential Liability

Neither party shall be liable to compensate or indemnify the other party or its affiliates for any indirect or consequential damages, loss of profits or punitive losses; *provided, however,* this Section 12 shall not apply to any claims arising from Contractor fraud or pursuant to Section 14 of this Contract.

13. Confidentiality and Work Product

13.1 All Confidential Information (as defined below) provided to Contractor under this Contract, and all Work Product (as defined below) prepared in performance of the Services, will be kept confidential by Contractor and used solely for its performance of the Services, and the Contractor shall not have any right to disclose the same without the prior written consent of Owner and Operator, or to use the same except for the performance of this Contract. The foregoing restrictions shall not apply where such confidential information: (i) becomes part of the public domain through no fault of Contractor or its personnel; (ii) was demonstrably in Contractor's possession on a non-confidential basis prior to disclosure of same by Owner; or (iii) is received by Contractor or is otherwise independently developed without Contractor or its personnel contravening this Contract. If Contractor breaches the foregoing obligations, it acknowledges that Owner will be irreparably injured, which injury cannot be compensated for by damages, and Owner will be entitled to equitable relief, without limiting its other rights and remedies.

13.2 For the purposes of this Contract "**Confidential Information**" shall mean: (i) with respect to the Operator: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential, and whether or not disclosed or learned prior to the execution of this Contract) disclosed to Contractor or its personnel by or on behalf of Operator or any of Operator's affiliates or learned by Contractor or its personnel in the course of performing the Services, including all offers, maps, reports, assay or other statistical, geological or geophysical data, technical data, financial, operating or other information, in each case related to the business, operations, assets or affairs of Operator or any of Operator's affiliates, the confidential information of third parties to whom Operator or any of Operator's affiliates owes an obligation of confidence to the extent notice of such obligation is given to Contractor, and any derivatives of any such information; and (ii) with respect to the Owner: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential and whether or not disclosed or learned prior to the execution of this Contract) disclosed to Contractor or its personnel by or no behalf of Owner, or learned by Contractor or its personnel in the course of performing the Services, deemed information that if disclosed would pose a threat to public security and/or safety, or any other information considered privileged or confidential pursuant to applicable law.

13.3 All materials, documents and intellectual property (including all inventions, designs, ideas, discoveries, works, creations, patents, copyrights and trade-marks) and all intellectual property rights or other rights relating thereto developed by Contractor or its Personnel during the course of, or in connection with, the performance of the Services, by the Contractor or its Personnel (collectively "Work Product") shall be the property of, and owned by, Owner. Contractor agrees that it has no ownership rights of any kind therein.

13.4 Contractor shall not use or display Owner's name, trademarks, logos or any other of Owner's proprietary marks or designations for any purpose or in any medium (including internet or other means of electronic or wireless communications) without Owner's prior written consent.

14. Conflict of Interest

14.1 The Contractor certifies that:

i. none of its representatives under this Contract are employed by and receive payment or compensation for such employment from any governmental agency, body, public corporation or municipality of Puerto Rico

ii. no Puerto Rico government employee has any personal or economic interest in this Contract;

iii. it may have service contracts with other governmental agencies, bodies, public corporations or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for the Contractor;

iv. at the time of execution of this Contract, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest with this Contract or with public policy.

The Contractor acknowledges that it has a duty of ethical behavior towards PREPA. Such duty includes that Contractor shall not have interests that conflict with PREPA's interest in this Contract or the Services provided pursuant to this Contract. Those conflicting interests include:

i. the representation of clients which have, or may have, interests opposed to those of PREPA in relation to the Services (if applicable based on the type of Services to be performed by Contractor);

ii. when Contractor's conduct is described as such in the canons of ethics that may be applicable to the Contractor and its personnel or in the laws or regulations applicable to Contractor and its personnel assigned to the Services;

iii. when Contractor, persons that control Contractor, or Contractor's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to PREPA or LUMA or an employee, officer, director or agent of PREPA or LUMA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

Contractor agrees to avoid even the appearance of a conflict of interest.

Contractor shall have the continuous obligation to disclose to PREPA if any relationship with third parties could represent a conflict of interest with PREPA in connection with the Contract or the Services. In such case, and in the cases where PREPA or LUMA discovers the existence of such conflicting situation, Contractor agrees that PREPA shall have the authority to determine, and inform Contractor–in writing, of PREPA's intention to terminate this Contract within a thirty (30) day period of becoming aware of the conflicting situation. During said period, Contractor may request a meeting with PREPA to present its position regarding the alleged conflict of interest, which meeting shall be promptly granted. In the event Contractor does not request such a meeting during the aforementioned thirty (30) day period, or the controversy is not satisfactorily settled during the referenced meeting, PREPA shall make a determination to terminate the Contract.

In the event that persons that control Contractor, or any Contractor employee, director, or officer violates the provisions of this Section 14.1 and such actions are not cured or by their nature cannot be cured, it shall constitute a breach of this Contract.

15. Dispute Resolution and Remedies

15.1 Any dispute between Owner and Contractor which may arise in connection with this Contract, or the interpretation, application, implementation, validity or breach of this Contract ("**Dispute**") shall be resolved as follows:

(a) the Party believing that a Dispute has arisen shall promptly give notice thereof to the other Party ("**Dispute Notice**"); and

(b) upon delivery and receipt of a Dispute Notice by the other Party, the Parties shall promptly attempt to resolve the Dispute.

15.2 If the Parties cannot resolve a matter within fifteen (15) Business Days of the receipt of a Dispute Notice, the Parties will escalate the matter first to an appropriate senior officer of each of Operator and Contractor and, if the matter is still unresolved after a further fifteen (15) Business Days of such escalation, to the President of each of Operator and Contractor. This procedure will be a prerequisite before either Party may seek resolution of the dispute through arbitration in accordance with Section 15.3.

15.3 If the Dispute is not resolved within fifteen (15) Business Days of the date the Dispute is escalated to the President of each of Operator and Contractor, then it may, if agreed by the Parties, be submitted to non-binding mediation employing a commercial mediation service. If the Parties do not agree to mediation within a further fifteen (15) Business Days after the aforementioned fifteen (15) Business Days or it, after agreeing to mediation, the Dispute is not resolved within an additional thirty (30) Business Days after referral to the mediation, then any such Dispute, including the arbitrability of the Dispute, shall exclusively be referred to arbitration. The Parties hereby submit to binding arbitration and waive all rights to a jury trial or class action. Either Party may submit a Request for Arbitration to finally settle the Dispute, pursuant to the Rules of Arbitration of the International Chamber of Commerce (ICC) (the **"Arbitration Rules"**). For the purposes of any arbitration proceedings commenced pursuant to this Article 15:

(a) There shall be an arbitration panel composed of three (3) arbitrators, appointed in accordance with the Arbitration Rules;

(b) the place of arbitration shall be San Juan, Puerto Rico;

(c) the official language of the arbitral proceedings shall be English; however, if the arbitrators are bilingual and the Parties so agree, documentary evidence in Spanish may be submitted without an English translation and Spanish-speaking witnesses may testify in Spanish without the need of an interpreter;

(d) all arbitral proceedings shall be private and confidential; they may be attended only by the arbitrators, the Parties and their representatives, and witnesses to the extent they are testifying in the proceedings;

(e) the arbitrators shall endeavor to issue their award within six (6) months of appointment; and

(f) any arbitral award for monetary damages shall be in United States Dollars and shall include interest from the date of any breach or violation of this Contract until paid in full at the rate determined by the arbitrators.

15.4 Contractor hereby consents to the addition of any party Operator deems necessary to such arbitration, and further agrees that it will, upon request of Operator, participate as a direct party in any arbitration arising in connection with this Contract.

15.5 The Courts of the Commonwealth of Puerto Rico have exclusive supervisory jurisdiction with respect to the matters relating to this Contract other than with respect to enforcement, and the Parties agree and irrevocably submit to such exclusive jurisdiction. Contractor hereby specifically agrees that any order or award obtained in any arbitration relating to this Contract can be enforced in the courts of any jurisdiction in which Contractor carries on business, has offices, or has assets, and Contractor hereby consents to the same.

15.6 Performance of this Contract shall continue during any negotiations, mediations, or arbitration proceedings, unless Operator shall order shutdown of the Services in accordance with this Contract. The provisions of this Article 15 shall not interfere with the Parties' respective right to terminate as set forth in this Contract.

15.7 Except as otherwise specifically permitted by this Contract, no undisputed payment due or payable by Owner shall be withheld on account of a negotiation, mediation, or arbitration under this Article 15.

15.8 Before or during arbitration proceedings commenced under this Article 15, any Party may apply for interim judicial relief, including injunctive relief, before the Courts of the Commonwealth of Puerto Rico.

16. Changes

Owner, by the issuance of a written change order, may alter, substitute or add to the Services, or change the dates for Contractor's performance of its obligations hereunder. If Contractor does not provide notice of any dispute to Owner within seven (7) days of its receipt of any such change order it will be deemed to agree to same.

17. Assignment and Subcontracts

Contractor shall not assign this Contract or subcontract or otherwise delegate any performance of this Contract without Owner's prior written consent. Owner may assign this Contract upon reasonable notice to Contractor.

This Contract shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA.

18. Independent Contractor

Contractor is an independent contractor and, unless authorized by Owner in writing, shall not hold itself out as Owner's agent or representative.

19. Force Majeure

19.1 Contractor shall not be responsible for any failure to fulfill any term or condition of this Contract and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure

occurrence, as hereunder defined, which has been notified in accordance with this Section 19 and which is beyond the control and without the fault or negligence of the Contractor and which by exercise of the reasonable diligence, the Contractor is unable to provide against.

19.2 For the purposes of this Contract the following occurrences shall be deemed force majeure, any unforeseeable act or event that: (i) renders it impossible for Contractor to perform its obligations under this Contract; (ii) is beyond the reasonable control of Contractor; (iii) is not due to the fault, negligence, action, omission, or default of Contractor; and (iv) could not have been avoided by Contractor going through the exercise of due diligence, including the expenditures of any reasonable sum of money. Without limiting the foregoing, force majeure may include the following: war, riot, terrorism, acts of vandalism, protests, blockades, rebellion, civil or social unrest, act of foreign enemy, interference by military authorities, epidemic or quarantine restriction, Catastrophic Weather, general strike, fire, explosion and also includes any late delivery of Contractor equipment or items where such delay is due to any event of force majeure. For the purposes of this Contract "Catastrophic Weather" means extreme weather conditions which could not have been contemplated by the Parties including earthquake, typhoon, flood, natural disaster, landslide, hurricane, tornado, tsunamis, unseasonal abnormal or adverse weather conditions or other natural calamities that prevent, delay, interrupt or adversely affects the Services.

19.3 The Party delayed by an event of force majeure shall provide notice thereof to the other Party as soon as reasonably practical, specifying all facts relating thereto, the anticipated consequences thereof, and any proposed actions to be taken in mitigation of an adverse consequence.

20. REPRESENTATIONS

20.1 Contractor Representations

Contractor hereby covenants, represents, and warrants to the Owner that:

(a) It is an entity duly constituted and has duly authorized, executed and delivered this Agreement.

(b) It has all requisite power, legal capacity and authority to enter into this Agreement, the Agreement is a valid and binding agreement, Vendor is duly licensed and qualified and in good standing under the Laws of the Commonwealth of Puerto Rico wherein the nature of the Project and all Work or the business transacted by it makes such licensing or qualification necessary, Shall supervise and direct all Work using the highest industry standards and requisite skill and attention ordinarily required for operations similar to the Work.

(c) Where applicable, Contractor is aware of the purpose and intended use of the facilities and improvements to be constructed, modified, or replaced therein.

(d) It is fully responsible for any act or omission of any of its invitees to the Site or of any Personnel directly or indirectly employed or otherwise engaged.

(e) It shall comply with the Law when performing the Work.

(f) It is not aware of the existence of any relationship, family, business, contractual, or otherwise, between itself, its principals, officers, or employees and Owner, including its Affiliates, directors, officers, employees, or agents, shall not perform any work for or enter

into any contract with others that may conflict with its contractual, professional, equitable, or other obligations to Owner without first obtaining the written approval of Owner and it shall not use for the benefit of others, or reveal to others, any Confidential Information or any other information or knowledge not otherwise in the public domain.

(g) It owns, or has the right to use, all intellectual property necessary to perform the Work.

(h) It shall pay all Subcontractors promptly and in accordance with the terms of any contractual arrangements made with them and shall incur no indebtedness to such Subcontractors including Act 173 and any other applicable Laws in force in the Commonwealth of Puerto Rico.

21. Term and Termination

The term of this Contract (the "Term") shall commence on the Effective Date, and subject to earlier termination pursuant to this Contract, end on *May 31, 2025* (the "Term Expiry Date") unless otherwise amended in writing by Owner and Contractor. At the exclusive option of Owner and subject to the availability of funds and authorizations required Owner may, with at least sixty (60) days prior written notice, elect to extend the Contract Term for an additional annual fiscal period, for a maximum extension of two (2) annual fiscal periods after the end of the original Contract Term.

Owner may terminate this Contract for convenience at any time by providing at least thirty (30) days' prior written notice to Contractor, whereupon Owner shall be relieved of all further obligations under this Contract except for the payment of the balance outstanding for the Services performed to the effective date of termination subject to all of the provisions of this Contract. The termination of this Contract shall be without prejudice to the rights and remedies of the parties accrued prior to termination.

22. Laws

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico.

23. Miscellaneous

23.1 The rights and remedies provided by this Contract are cumulative and are not exclusive of any rights or remedies provided in law, equity or otherwise, and shall extend to Owner, its successors and assigns. Owner's right to require strict performance shall not be affected by any previous waiver or course of dealing.

23.2 The covenants, conditions and provisions contained in this Contract, including warranties and indemnities shall survive termination and expiry of this Contract for the benefit of the party to whom they are given. In addition, the expiry or termination of this Contract does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.

23.3 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

23.4 Notices shall be in writing and may be delivered personally or by facsimile, courier, electronically (with a read receipt) or registered mail to the individual and at the physical or electronic address or phone number referenced on the Contract Confirmation Form.

23.5 The Contractor represents and warrants that the information included in the Contractor Certification Requirement, as included in Appendix C of the FOMB's Contract Submission Questionnaire, is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and the contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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EXHIBIT "B"

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1. Description of the work

1.1 Scope of Work

For the purposes of this Contract, the services performed by Contractor will generally be vegetation activities as defined within Operator's vegetation management program. The services performed by Contractor may include, as further described below, preventative, corrective, and reactive (storm response) maintenance applicable to the existing PREPA electrical grid that consists of distribution lines and transmissions lines across the Island of Puerto Rico.

- Core Distribution Line Vegetation Management
    - Tree crews working from aerial platforms (a.k.a. "bucket trucks")
    - Manual climbing crews
    - Manual tree felling, and treating stumps with a herbicide
    - Slash/debris disposal via piling, chipping, hauling, etc.
- Core Transmission Line Vegetation Management
    - Tree crews working from aerial platforms (a.k.a. "bucket trucks")
    - Manual climbing crews
    - Manual tree felling, and treating stumps with a herbicide
    - Slash/debris disposal via chipping, hauling
- Augmented Vegetation Management Activities
    - Supplemental vegetation maintenance which may entail completing work activities associated with projects such as right of way reclamation, integrated vegetation management, or cross-functional capital projects.
        - Physical control methods – "mowing" and light "mastication" equipment.
        - Mechanized pruning equipment (e.g. "jarraff").
        - Physical control methods – "logging" and heavy "mastication" equipment.
        - Site access, road building
        - Broadcast foliar herbicide applications
        - Selective hydraulic foliar herbicide applications
        - Low volume foliar herbicide applications
        - Application of tree growth regulators

- Aerial saws

- Identification of T&D Equipment Defects/Damage
    - During routine operations, Contractor shall look for and report abnormal conditions defects, damage, and abnormal conditions related to electric infrastructure.
    - Contractor shall record and report the location and nature of electrical line and equipment defects observed (e.g. cracked insulators, broken or rotten crossarms, rotten poles, leaking transformers, etc.) to the Operator representative or designee as soon as practicable.

Contractor is expected to adhere to the following industry standards and best practices:

- ANSI Z133 Safety Requirements for Arboricultural Operations (2017)
- ANSI A300 Tree, Shrub, and other Woody Plant Management- Standard Practices:
    - Part 1 Pruning (2014)
    - Part 7 Integrated Vegetation Management (2019)
    - Part 9 Tree Risk Assessment (2017)
- International Society of Arboriculture Best Management Practices
    - Tree Pruning (2019)
    - Utility Pruning of Trees (2004)
    - Tree Risk Assessment (2017)
    - Utility Tree Risk Assessment (2020)
    - Integrated Vegetation Management (2014)
    - Closed Chain of Custody for Herbicides in the Utility Vegetation Management Industry (2011)

Contractor subcontractors and key personnel must be approved by Operator for the purposes of completing Services pursuant to this Contract.

Contractor shall take a proactive approach to safety and strictly enforce safe work practices.

- Contractor shall take responsibility for ensuring all workers consistently follow applicable safety laws, regulations, standards, and practices. Contractor shall follow all applicable safety laws, regulations, standards, and industry practices including ANSIZ133; OSHA 1910.269, PR OHSA requirements.
- Operator and Contractor shall have the duty to stop work and initiate correction through the approved process if an unsafe work practice or safety hazard exposure is observed.
- Contractor shall report any incidents affecting normal operation of the transmission & distribution system to Operator.
- Contractor shall develop, amend as required, and follow a work plan emphasizing safe work practices.

- Prior to commencement of tree work, Contractor shall perform an inspection of the tree, including root collar and area immediately surrounding, shall be made to identify hazards. Hazards may include, but are not limited to, electrical and tree-related situations which may cause the tree to be unsafe to climb, fell or perform work on in any way. This inspection of tree conditions shall also be considered in determining the vegetation maintenance work to be performed.

- Contractor will ensure only a Qualified Line Clearance Arborist (QLCA) or QLCA Trainee under the direct supervision of a QLCA shall be permitted to conduct line clearance work where the worker, tool or equipment, aerial lift bucket/boom, or any tree part is within or may encroachwithin Minimum Approach Distances (MAD) per Table 3 below.

- All Contractor workers shall maintain the applicable Minimum Approach Distances (MAD) at all times during line clearance work per Table 3 below.

Table 3. Minimum approach distances (MAD) from energized conductors for qualified line-clearance arborists and qualified line-clearance arborist trainees.

Voltage Range (Phase-to-Phase)	Altitude Correction Factor Sea Level to 5,000 ft (0-1,524 m)* Phase-to-Ground		Altitude Correction Factor 5,000 to 10,000 ft (1,524-3,048 m)* Phase-to-Ground		Altitude Correction Factor 10,000 to 14,000 ft (3,048-4,267 m)* Phase-to-Ground	
kV	ft-in	m	ft-in	m	ft-in	m
0.050 to 0.300	*Avoid Contact*		*Avoid Contact*		*Avoid Contact*	
0.301 to 0.750	1-02	0.356	1-04	0.407	1-06	0.458
0.751 to 5.0	2-03	0.686	2-06	0.762	2-09	0.839
5.1 to 15.0	2-03	0.686	2-07	0.788	2-10	0.864
15.1 to 36.0	2-08	0.813	3-01	0.940	3-04	1.016
36.1 to 46.0	2-11	0.889	3-04	1.016	3-08	1.118
46.1 to 72.5	3-06	1.067	4-00	1.220	4-04	1.321
72.6 to 121.0	3-11	1.194	4-06	1.372	4-10	1.474
121.1 to 145.0	4-06	1.372	5-02	1.575	5-07	1.702
145.1 to 169.0	5-01	1.550	5-09	1.753	6-03	1.905
169.1 to 242.0	7-00	2.134	7-11	2.413	8-07	2.617
242.1 to 362.0	11-09	3.582	13-06	4.115	14-07	4.445
362.1 to 420.0	14-08	4.471	16-09	5.106	18-02	5.538
420.1 to 550.0	17-06	5.334	20-00	6.096	21-08	6.604
550.1 to 800.0	23-09	7.239	27-02	8.281	29-05	8.967

*From 29 CFR 1910.269 Tables R-6 & R-7 altitude corrected (R-5) for 1,500 m, 3,000 m, & 4,200 m.

- Prior to commencement of any work, in conformance with ANSI Z133 and OSHA 1910.269, Contractor shall perform a job briefing with all workers by the qualified arborist in charge.
    - An additional job briefing shall be conducted by Contractor if a significant change in the work, tree or site conditions (e.g. wind strength, rain) occurs. The qualified arborist in charge shall ensure workers understand and can conform to the proper use of equipment at the job site and recognized safe work practices.

- In conformance with ANSI Z133, Section 3.2 and OSHA 1910.38, Contractor shall document an emergency action plan that will be maintained at the workplace and available for Contractor workers to review. Contractor workers shall be trained and competent at conducting their job as it applies to the emergency action plan.

Contractor shall ensure tools and equipment are appropriate for the tasks and working conditions and maintained and used in conformance with the manufacturer's recommendations.

- The location of equipment assigned to Contractor for supervising and/or producing vegetation maintenance work shall be available to Operator in an automated, near real-time format.

Contractor shall recognize its workers play a critical role in promoting positive customer relations. Contractor workers shall uphold courteous and professionalism when interacting with the public, and shall adhere to the following guidelines:

- Be prepared to correctly address questions, concerns and misconceptions about vegetation management;
- Listen to customer questions or concerns and attempt to inform about the importance of the work;
- If performance of services is significantly affected by such public interactions, refer the customer to the supervisor and move on to the next job;
- If workers cannot provide an adequate answer, the question shall be referred to their supervisor. The supervisor should then respond to the customer in a prompt and courteous manner to resolve the concern;
- Contractor workers shall present themselves, Contractor, and Operator in a professional image. Clothing shall be neat, and in good repair, free from holes suited to the work performed and appropriate to the working environment. Shirts and/or vests identifying workers as Contractor to Operator shall be worn during working hours. This includes, but is not limited to:
    - Long trousers
    - Work boots with ankle support and grip soles
    - Long or short-sleeved shirt
    - All personal protective equipment (PPE) as appropriate for work conditions
    - Hi-visibility shirt or vest
    - Operator approved identification (ID badge or other)

Contractor shall conduct regular quality control inspections and assessments as follows:

- Contractor supervisors shall perform ongoing quality control assessments of work produced by workers to confirm work produced is in conformance. These assessments shall be performed more frequently if unsatisfactory performance has been identified by Operator or Contractor
- Contractor shall complete quality control on a project prior to submitting or reporting a project or a portion of a project is complete and ready for Operator acceptance inspection
- Contractor shall include record of quality control performed in documentation submitted to Operator as part of the project acceptance process.

(collectively, the "**Services**").

2. General

2.1 **Licenses, Permits and Authorizations**

In accordance with the General Terms and Conditions, Contractor shall obtain and pay for all licenses, permits and authorizations required for the performance of the Services. Notwithstanding the foregoing, Owner shall only obtain and pay for the licenses, permits as detailed below:

N/A

2.2 **Inspections and Testing:**

The inspections and testing required to be performed by the Contractor in connection with the Services described herein is as follows:

All necessary inspections and servicing to ensure personnel and equipment are both fit and ready for service to be provided. This includes but limited to aerial bucket inspections, applicable dielectric testing of tools and equipment, testing and compliance with prescribed testing dates and certification of personal protective equipment (PPE).

2.3 **Owner Supplied Items:**

The following items shall be provided by Owner to Contractor for Services performed pursuant to this Exhibit B:

N/A

3. Subcontractors and Key Personnel:

3.1 Subcontractors – neither Owner nor Contractor may assign this Contract or subcontract or otherwise delegate any performance of this Contract without other party's prior written consent. Notwithstanding the foregoing, this Contract shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA.

#	FULL LEGAL NAME, AND JURISDICTION OF PLACE OF INCORPORATION	NATURE OF WORK TO BE PERFORMED BY SUBCONTRACTOR	PRIME CONTACT NAME, PHONE NUMBER AND E-MAIL ADDRESS
1.	Asesores Ambientales y Educativos	Permits Transmittal together Field Environmental Compliance	[redacted]
2.	CEPTEM	Health and Safety Project Manager	[redacted]
3.	[redacted]	ISA Licensed Arborist FO-06499A	[redacted]
4.	Beta Electrical Corporation	Dielectric test on buckets trucks.	[redacted]
5.	[redacted]	Equipment rental	[redacted]

6.	Estrella Electrical & Air Conditioning PSC	Equipment rental	[redacted]
7.	Malco Osorio Construction	Equipment rental	[redacted]
8.	Alternative Exterminating	Equipment rental	[redacted]
9.	American Petroleum	Fuel & oil supplier	[redacted]
10.	Puma	Fuel & oil supplier	[redacted]

3.2 The following table sets forth the key personnel (the "**Key Personnel**") that have been approved by Owner for the purposes of completing Services required by this Exhibit B.

#	NAME	TITLE	LOCATION DURING EXECUTION OF THE WORK	DURATION OF ASSIGNMENT
1.	[redacted]	President	Main Office	Entire Project
2.	[redacted]	Project Manager	Puerto Rico | Regions Assigned	Entire Project
3.	[redacted]	QC Manager	Puerto Rico | Regions Assigned	Entire Project
4.	[redacted]	Specialist CQC & Environmental Consultant / Assistant Operations	Puerto Rico | Regions Assigned	Entire Project
5.	[redacted]	Safety Officer	Puerto Rico | Regions Assigned	Entire Project
6.	[redacted]	Supervisor	Puerto Rico | Regions Assigned	Entire Project
7.	[redacted]	Supervisor	Puerto Rico | Regions Assigned	Entire Project
8.	[redacted]	Safety Inspector	Puerto Rico | Regions Assigned	Entire Project
9.	[redacted]	Licensed Arborist	Puerto Rico | Regions Assigned	Entire Project
10.	[redacted]	Licensed Arborist	Puerto Rico | Regions Assigned	Entire Project

11.	[redacted]	Safety and Pruning Training School	San Juan / Patillas Training Ground, P.R.	Entire Project

4. Emergency Work:

4.1. In the event of an Emergency, as defined below, that Owner determines endangers or may endanger life or property, Contractor will perform the Services according to oral instructions from Owner.

An Emergency is any event which has resulted, may result or is suspected to result in that event being reported to any authority or may trigger the requirements to be reported to any authority under applicable Law or to perform any type of remediation under applicable law, or that has resulted or may result in death, injury, or disease of any person, or that has resulted, may result, or is suspected to result in damage to or loss of property, or damage to the environment, or that results in contact with an overhead power line or causes a power outage.

EXHIBIT "C"

PRICE AND WORK SCHEDULE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Exhibit, acronyms and terms that are not defined herein shall have the meanings ascribed to them in the General Terms and Conditions and Exhibit B, Scope of Work and Technical Requirements. In this Exhibit, all the following terms shall have the meanings ascribed to them below:

"Contract Price"	shall have the meaning ascribed thereto for Lump Sum Services in Attachment 1 to this Exhibit "C" or Reimbursable Services in Attachment 2 to this Exhibit "C", respectively and in the event the Services comprises a mixture of Lump Sum Services or Reimbursable Services, the "Contract Price" shall mean the sum of the Lump Sum Services Contract Price and the Reimbursable Services Contract Price.
"Excluded Costs"	shall have the meaning ascribed thereto in Section 2.2.

2.1 Interpretation

Unless otherwise expressly stated:

(a) all references to an "Article" in this Exhibit shall be to an Article of this Exhibit, unless the reference to an "Article" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to an Article of that Attachment or Annex, as applicable;

(b) all references to a "Section" in this Exhibit shall be to a Section of this Exhibit, unless the reference to a "Section" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to a Section of that Attachment or Annex, as applicable;

(c) any reference to an "Attachment" shall be to an Attachment to this Exhibit, and any reference to "this Attachment" shall be a reference to the Attachment in which such reference is made, as applicable; and

(d) any reference to "this Exhibit" in this Exhibit "C" or any Attachment or any Annex to this Exhibit "C" shall be to this Exhibit "C".

2.2 Notwithstanding Owner's obligation to reimburse Contractor in accordance with, and subject to, the terms of the Contract, for clarity, each of the following costs shall be for the sole account of Contractor and shall not be for Owner's account, unless approved in writing by Owner:

(a) entertainment and personal expenses incurred by Contractor or any of Contractor's personnel;

(b) costs incurred by Contractor as a result of, or to cure, any breach or violation of this Contract by Contractor or any of Contractor's personnel, unless otherwise provided by the Contract;

(c) costs excluded by the provisions of the Contract;

(d) any deductibles payable in respect of Contractor's insurance;

(e) indemnity costs incurred by Contractor or its personnel pursuant to this Contract;

(f) costs of any of Contractor's Personnel, including subcontractors not approved in writing by Owner pursuant to this Contract;

(g) Contractor's share (including legal costs) of the costs of any arbitration proceeding or award pursuant to Article 15 the General Terms and Conditions;

(h) Contractor's costs of obtaining any applicable permits, approvals, or other permissions required for Contractor to carry on business in the jurisdiction where the Services are to be performed;

(i) costs resulting from any termination of this Contract or any portion thereof due to the default of Contractor pursuant to this Contract;

(j) costs to Contractor with respect to Article 6 Warranty and Inspection of the General Terms and Conditions;

(k) fines, penalties, charges, and other costs incurred by Contractor due to its performance of the Services contrary to any laws; and

(l) business or first-class airfare for Contractor's personnel, unless with Owner's prior written approval.

ATTACHMENT 1

LUMP SUM

1. LUMP SUM CONTRACT PRICE

1.1 **Contract Price**

2. Services in this Contract will not use the lump sum price structure. Therefore, this Attachment 1 is not applicable for this Contract.

ATTACHMENT 2

REIMBURSABLE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Attachment, the following terms shall have the meanings ascribed to them below:

"All-Inclusive Charge Out Rate"	means the total hourly rate specified in the All-Inclusive Charge Out Rate column of the table in Annex 2 to this Attachment, which rate is inclusive of any and all amounts, including any and all fees, costs (direct or indirect), profits, charges, overheads, and burdens (including payroll burdens), that Contractor may incur in connection with the performance of the Services.
"Equipment Rate"	means the total rate specified in the Equipment Rate column of the table in Annex 3 to this Attachment, which rate is inclusive of any and all amounts, including any and all fees, costs (direct or indirect), charges, overhead and burdens, related to the Equipment Type identified in the corresponding column
"Pass-Through Costs"	has the meaning ascribed thereto in Section 3.2(a).

2. REIMBURSABLE CONTRACT PRICE

2.1 Contract Price

Subject to the terms of this Exhibit, the full and total compensation payable to Contractor for the Reimbursable Services shall be the sum of the following amounts, which amounts comprise the **Reimbursable Contract Price**:

(a) All-Inclusive Charge Out Rates (x volume);

(b) Equipment Rates (x volume); and

(c) Pass-Through Costs.

2.2 Target Reimbursable Contract Price

The estimated Reimbursable Contract Price for all of the Services in this Contract shall in no event exceed the total **$15,000,000** per year (the **"Target Reimbursable Contract Price"**). The Target Reimbursable Price shall not be exceeded without prior written approval by Owner, as evidenced by a change order.

No Other Amounts Payable to Contractor

The reimbursement of the Reimbursable Contract Price by Owner to Contractor shall be the full and total compensation due by Owner to Contractor for full, timely and complete performance by Contractor of all Services.

2.4 Duty to Minimize Costs

Subject to the provisions of this Contract and respecting quality and standard of Services, Contractor shall use reasonable efforts to minimize the amount of the Reimbursable Contract Price payable by Owner to Contractor in respect of the performance of the Services under this Contract. In particular, but without limitation, Contractor shall use personnel, subcontractors, and equipment in such a manner and take such other steps, as may be necessary or desirable to minimize the amount of costs incurred by Contractor in respect of the Services and any delay thereto.

2.5 Entitlement to Reimbursable Contract Price

The Reimbursable Contract Price shall be earned by, and be payable to, Contractor only upon:

(a) achievement of the specific Milestones specified in the Work Schedule attached hereto as Annex 1;

(b) the request for payment of that portion of the Services for which the Reimbursable Contract Price are being invoiced and submitted in compliance with this Contract; and

(c) such Reimbursable Contract Price Services being authorized by Owner pursuant to the Contract.

2.6 Timing of Invoices

Contractor shall only be entitled to submit any Contractor's invoice to Owner as per Exhibit A, Section 8 "Payment Terms and Audit", and then only in respect of the Reimbursable Contract Price relating to Services performed.

2.7 Daily Work Reports

Contractor shall, at the end of each day (or as otherwise directed by Owner) during the performance of the Services, deliver to Owner's Representative, or any Owner personnel designated in writing from time to time by Owner's Representatives, signed daily time sheets for review by Owner's Representative. Such day-time sheets shall list each of Contractor's personnel's name, hours, and category (corresponding with the categories listed in Annex 2 hereto), and information relating to equipment including the type used, number and usage where categories shall correspond with the categories listed in Annex 3 hereto. Owner's Representative will use its reasonable efforts to identify any clarifications it may have therewith. No such review by Owner, or Owner's Representatives or its designee shall in any event release Contractor from any of its obligations under this Contract.

3. ALL-INCLUSIVE CHARGE OUT RATE - COMPOSITION AND ADJUSTMENTS

3.1 Calculation of All-Inclusive Charge Out Costs

(a) The All-Inclusive Charge Out Rate specified in the table in Annex 2 to this Attachment is a dollar per hour amount to be charged to Owner by Contractor for the categories of Services described in Annex 2.

(b) The All-Inclusive Charge Out Rate shall not (nor shall any of its component parts) be increased or decreased during the term of Contract, except as otherwise specified by a change order issued by Owner pursuant to the Contract.

3.2 Pass-Through Costs

(a) "**Pass-Through Costs**" means Contractor's actual, verifiable, and auditable costs incurred in respect of:

(i) the cost to Contractor of all sub-contracts;

(ii) Taxes payable by Owner; and

in each case, as such costs directly relate to the performance of the Services and except where expressly excluded.

(b) Pass-Through Costs shall not be subject to any mark-up or profit in favor of Contractor.

(c) Only costs described in Section 3.2(a) above shall be considered "Pass Through Costs".

(d) Pass-Through Costs shall only be reimbursable by Owner to Contractor if incurred with Owner's prior written approval and Contractor has used reasonable endeavors to minimize those costs, having regard to Contractor's obligations concerning quality and standard of performance under this Contract.

Annex 1 (to Attachment 2)

WORK SCHEDULE

In most cases, work prescriptions will be included in the project Scope/Statement of Work (SOW) or Work Order provided to Contractor by Operator.

Work Commencement, Modification, Interruption, and Completion

Contractor shall provide Operator a schedule for each assigned project and provide timely updates of progress. Contractor shall provide notification of a material departure from intended schedule as well as proposed changes to scope and schedule for each project, as applicable.

- Contractor shall notify Operator a minimum of five (5) business days prior to commencement of work on a project.
- Contractor shall provide weekly updates on all projects to Operator. Operator may establish specific reporting of completion of work for specific projects.
- Operator or Contractor shall notify the other party of the potential need for modification to the project whenever those modifications will significantly impact project performance. Significant modifications may include, but are not limited to modifications that change cost, scope of work, or conformance with the work specifications or requirements of this Contract.
- Operator shall be notified as soon as practicable if Contractor identifies any potential interruption to work on a project. Operator shall be notified of any unanticipated interruptions when said interruptions occur including the cause of the interruption and estimated date of resumption of work.
- Vegetation work should not be conducted during adverse weather conditions where there is heightened risk of injury by falling trees and tree parts and/or electrical contacts. Generally, this includes during tropical storm and similar conditions. Contractor to notify Operator immediately if adverse weather conditions will disrupt or modify Services.
- Contractor shall notify Operator a minimum of five (5) business days prior to the anticipated completion of a project.

Property Owner Contact

- In most cases customers will be contacted and informed of the work in the project planning phase and in vegetation maintenance prescriptions for the project by Operator or Owner but Contractor may be required to provide notification, if directed by Owner or Operator.
- Contractor shall provide property owners with a courtesy notice of pending work. This notice shall occur ten (10) to fourteen (14) days prior to commencement of work and may use a door hanger approved by LUMA that includes identification of the work to be completed including, but not limited to:
    - Contractor name and contact name, phone number, and email address
    - General description of the work
    - Approximate dates or date range when work will be performed

Right to Perform Vegetation Maintenance

- Permission from property owners is generally not required nor sought for vegetation maintenance work within the PREPA standard easement.
- For work on trees outside of the PREPA standard easement, Contractor shall obtain permission from the property owner in writing including species, size, and location, of the tree(s) to be removed. The property owner must date and sign the removal permission document.
- Upon request, documentation of proposed removal and property owner permission shall be submitted to the Operator representative for approval.

Worksite Access

- Access in and out of worksites should be within PREPA standard right-of-way or public rights-of-way whenever safe and practical.
- Access across private property should only occur when required to ensure worker safety, or if no other practical means are available
    - When access is required through private property, Contractor shall provide prior notice to the property owner. Access arrangements shall be the sole responsibility of Contractor.
    - Notification may be by door hanger or personal contact, or other method approved by Operator. Where PREPA does not possess access rights, permission shall be obtained from the property owner in writing.
    - Information provided to property owners shall include, at a minimum:
        - Contractor name and contact information
        - Address of the property
        - Purpose of access
        - Location(s) on property of access point and routes
        - Additional information relevant to the job
- Access Care and Management:
    - Gates shall be closed and secured as specified by the property owner or as found by Contractor at the time of entry. Fences taken down or opened shall be restored to as good as or better than original condition.
    - Effort shall be made to prevent damage to fences, roads, bridges, drainage ditches, dams, ponds, crops, and all other real property.

- Should damage occur, Contractor shall contact property owner and make arrangements to restore damaged property to a reasonable, functional condition comparable to conditions immediately prior to access.

Annex 2 (to Attachment 2)

ALL-INCLUSIVE CHARGE OUT RATES

Rates are valid from the Effective Date – June 30, 2023. Rate changes to be submitted to Operator by Contractor in writing with a minimum of thirty (30) days' notice.

Position Description	Base Pay (Wage) Per Hour	Total Cost per Hour	Billing (Standard) Rate per Hour
Project Manager	$ 57.69	$ 109.84	$ 120.82
Safety Officer	$ 40.00	$ 68.82	$ 75.70
Project Scheduler	$ 47.50	$ 80.67	$ 88.73
Environmental Officer	$ 50.00	$ 84.62	$ 93.08
QC Manager	$ 30.00	$ 66.09	$ 72.70
Supervisor	$ 27.50	$ 54.18	$ 59.60
Crew leader	$ 22.00	$ 45.49	$ 50.04
ISA Arborist	$ 50.00	$ 84.62	$ 93.08
Qualified Line Clearance Arborist (QLCA)	$ 20.00	$ 42.33	$ 46.57
QLCA Trainee	$ 15.00	$ 37.39	$ 41.13
Equipment Operator	$ 20.00	$ 40.53	$ 44.58
Herbicide Equipment Operator	$ 15.00	$ 32.63	$ 35.89
Chipper Operator	$ 15.00	$ 32.63	$ 35.89
Groundman	$ 15.00	$ 32.63	$ 35.89
Flaggers	$ 15.00	$ 32.63	$ 35.89
Pre-notifiers (field techs)	$ 23.00	$ 55.03	$ 60.53

Rate Notes:

- All rates are in US Dollars
- Labor rates apply for training required under this Contract. Training related to Contractor policies and on-the-job training are included in the billing rates and are not to be billed at separate hourly rates.
- Labor rates are applicable to work performed by Contractor and do not include subcontracted work
- Overtime rates are charged for any hours over 8 hours per day or 40 hours per week (or if a four-day work week is adopted under this Contract, any hours over 10 hours per day or 40 hours per week) and require approval by Operator. The below overtime rates are valid from the Effective Date – January 1, 2023.

- Overtime rates are charged for hours worked on Sundays or holidays, as defined below, and require approval by Operator. The below rates are valid from the Effective Date – June 30, 2023.

    - Holidays: New Year's Day, 3 Kings Day/Epiphany, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Actual observed dates for the holidays will be confirmed by Operator to Contractor in writing each year. This list is subject to change.

Position Description (Overtime)	Base Pay (Wage) Per Hour	Total Cost per Hour	Billing (Overtime) Rate per Hour
Project Manager OT	$ 86.54	$ 138.09	$ 151.90
Safety Officer OT	$ 60.00	$ 86.68	$ 95.35
Project Scheduler OT	$ 71.25	$ 102.94	$ 113.23
Environmental Officer OT	$ 75.00	$ 108.36	$ 119.19
QC Manager OT	$ 45.00	$ 78.08	$ 85.89
Supervisor OT	$ 41.25	$ 64.71	$ 71.18
Crew leader OT	$ 33.00	$ 52.79	$ 58.07
ISA Arborist OT	$ 75.00	$ 108.36	$ 119.19
Qualified Line Clearance Arborist (QLCA) OT	$ 30.00	$ 48.46	$ 53.30
QLCA Trainee OT	$ 22.50	$ 40.58	$ 44.64
Equipment Operator OT	$ 30.00	$ 46.65	$ 51.32
Herbicide Equipment Operator OT	$ 22.50	$ 35.82	$ 39.40
Chipper Operator OT	$ 22.50	$ 35.82	$ 39.40
Groundman OT	$ 22.50	$ 35.82	$ 39.40
Flaggers OT	$ 22.50	$ 35.82	$ 39.40
Pre-notifiers (field techs) OT	$ 34.50	$ 62.91	$ 69.20

- Rates do not include applicable sales taxes; any applicable sales taxes will be invoiced at cost and as a separate line item to Operator.

- Rates do not include mobilization to Puerto Rico; any mobilization charges will be invoiced at cost and as a separate line item to Operator. Contractor will provide estimates for review and approval by Operator prior to initiation of mobilization.

Annex 3 (to Attachment 2)

CONTRACTOR EQUIPMENT RATES

Equipment	Base	Maintenance	Fuel	Taxes	Insurance	Rate per Hour[1]
1/2 Ton Pickup Truck	$10.78	$0.95	$2.25	$0.16	$1.36	$15.50
3/4 Ton Pickup Truck	$14.78	$0.95	$2.25	$0.16	$1.36	$19.50
1 Ton or More Pickup Truck	$16.98	$1.15	$4.00	$0.16	$1.36	$23.65
2 Ton or More Pickup Truck	$20.98	$1.15	$4.00	$0.16	$1.36	$27.65
Mid-Size Pickup Truck	$14.78	$0.95	$2.25	$0.16	$1.36	$19.50
2-5 CY Dump Truck	$28.33	$1.15	$4.00	$0.16	$1.36	$35.00
10-20 CY Dump Truck	$45.73	$1.65	$6.00	$0.16	$1.36	$54.90
20-30 CY Dump Truck	$89.97	$2.25	$7.50	$0.16	$1.36	$101.24
Bucket Truck - Up to 100'	$150.00	$4.50	$4.50	$0.16	$1.36	$160.52
Bucket Truck - Up to 80'	$40.00	$3.75	$3.75	$0.16	$1.36	$49.02
Bucket Truck - Up to 50'	$30.00	$3.00	$3.00	$0.16	$1.36	$37.52
Fuel Truck Large	$100.78	$3.75	$3.75	$0.16	$1.36	$109.80
Jarraff Tree Trimmer or similar	$90.00	$3.00	$12.00	$10.35	$0.65	$116.00
Large Backhoe Loader	$119.00	$5.00	$9.00	$13.69	$0.90	$147.59
Large Bulldozer	$78.00	$4.00	$6.00	$8.97	$0.90	$97.87
Large Excavator	$84.00	$9.00	$20.00	$9.66	$1.09	$123.75
Large Wheel Loader	$63.00	$9.00	$20.00	$7.25	$1.09	$100.34
Large Woodchipper	$35.00	$3.40	$4.50	$ -	$0.33	$43.23
Medium Woodchipper	$25.00	$2.25	$3.75	$ -	$0.33	$31.33
Small Woodchipper	$15.00	$1.30	$3.00	$ -	$0.27	$19.57
Log Skidder Cat 555d or Equivalent	$75.00	$3.00	$3.25	$8.63	$0.27	$90.15
Lowboy Trailer	$70.00	$2.00	$ -	$ 8.05	$ 0.27	$80.32
Luminarie Tower with Generator	$26.00	$1.00	$2.25	$0.45	$0.27	$29.97
Mechanic Service Truck	$30.00	$1.15	$4.00	$0.16	$1.36	$36.67
Medium Backhoe Loader	$41.00	$4.00	$6.00	$4.72	$0.90	$56.62
Medium bulldozer	$72.00	$8.00	$6.00	$8.28	$0.90	$95.18
Medium Excavator	$69.00	$10.00	$6.00	$7.94	$0.90	$93.84
Medium Wheel Loader	$75.00	$4.00	$6.00	$8.63	$0.90	$94.53
Passenger Car - Full Size	$14.78	$0.95	$2.25	$0.16	$1.36	$19.50
Passenger Van - Compact Size	$14.78	$0.95	$2.25	$0.16	$1.36	$19.50
Passenger Van - Medium Size	$16.98	$0.95	$2.25	$0.16	$1.36	$21.70
Portable Toilet (port a John)	$2.67	$ -	$ -	$ -	$0.33	$3.00
Power Circular Saw	$18.60	N/A	N/A	N/A	$0.90	$19.50
Self-loading Knuckle Boom Large Capacity	$110.00	$2.25	$8.00	$0.16	$1.36	$121.77
Off road 4x4 lift	$43.00	$0.95	$2.25	$0.16	$1.36	$47.72

Equipment	Base	Maintenance	Fuel	Taxes	Insurance	Rate per Hour[1]
Standard crew cab chip dump truck 14 yd.4x4 crew truck	$39.73	$1.65	$6.00	$0.16	$1.36	$48.90
Off-road crew cab manual crew truck.	$17.78	$0.95	$2.25	$0.16	$1.36	$22.50
Skid steer (mower)	$60.00	$3.00	$12.00	$ -	$0.65	$75.65
Excavator masticator (CAT 324 size)	$110.00	$9.00	$20.00	$10.82	$1.09	$150.91
Trailer	$50.00	$0.60	N/A	$0.16	$0.43	$51.19
Hydraulic Herbicide Equipment/pickup	$14.06	$0.60	$2.25	$0.16	$0.43	$17.50

[1]Rates are per hour, unless specified otherwise.

Rate Notes:

- All rates are in US dollars
- Rates do not include applicable sales, use, or excise taxes; any applicable taxes will be invoiced at cost and as a separate line item to Operator.

EXHIBIT "D"

HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

1. SUPPLEMENTAL SAFETY TERMS AND CONDITIONS

1.1 The Contractor shall comply with the following:

(a) The Supplemental Safety Terms and Conditions are intended to supplement and not replace the safety provisions in Exhibit A Standard Terms and Conditions. In the event of a conflict between the applicable Exhibit A Standard Terms and Conditions and these Supplemental Safety Terms and Conditions, the terms of these Supplemental Safety Terms and Conditions shall apply.

These Supplemental Safety Terms and Conditions shall also apply to any subcontractors that contractor may use for the work. **Contractor is responsible for ensuring that its subcontractors are aware of and comply with these Supplemental Safety Terms and Conditions**. The contractor must provide proof, via written communication, that these supplemental safety terms and conditions have been reviewed with the subcontractors and acknowledged.

Contractor's failure to comply with these Supplemental Safety Terms and Conditions shall be cause for the Contractor to be terminated and contractor to be removed from Operator's Approved Bidder's List.

2. GENERAL

2.1 Contractor is hereby reminded that Operator's Contractor Safety Management System will be in effect. Contractor's safety performance will be monitored and evaluated during the project by Operator.

2.2 Contractor shall adhere to all applicable local, state, and federal regulations and all rules and policies set forth in Contractor's own Safety Manual. Contractor shall immediately correct any deficiency brought to the attention of Contractor by Owner or Operator. Repeated safety violations, severe violations, or events are cause for the Contractor to be terminated and removed from Operator's Approved Bidder's List.

2.3 Contractor shall adhere to all written Safety Directives issued by Operator.

2.4 All persons who enter the site shall have completed the Operator Contractor Safety Orientation. This training shall be valid for one year and must be refreshed annually.

2.5 Owner or Operator shall have the authority to immediately stop Contractor's Work indefinitely for operations, which in the opinion of Owner, constitute a safety concern. It is the responsibility of Contractor to adequately satisfy Owner of any remediation necessary to provide a safe and healthful workplace.

2.6 Contractor shall have qualified and competent supervision at the Site at all times to direct and observe the Work. The individual(s) providing the qualified and competent supervision is

permitted to perform Work activities; however, these activities can not interfere with ability to direct and observe the Work.

2.7 Contractor shall appoint a qualified and competent representative anytime Contractor has subcontractors working onsite without Contractor present. This representative shall be onsite at all times while Work is being performed by subcontractor.

2.8 If Contractor in good faith believes that any rule or procedure set forth in these Supplemental Safety Terms and Conditions will put its employees or others at risk, Contractor shall immediately notify Owner and shall cooperate with Owner to develop a mutually acceptable alternative procedure.

3. CONTRACTOR SAFETY REPRESENTATIVE

3.1 Contractor shall provide a full-time on-site safety representative per forty (40) employees on each project (Contractor and its subcontractors).

3.2 The full-time on-site safety representative/s shall assist Contractor Management with the initiation, enforcement, maintenance, and administration of job site safety and other loss prevention programs associated with the Work.

3.3 Owner may request Contractor to provide a full-time safety representative for Work with fewer than 40 employees if Owner determines the nature of the Work justifies additional safety oversight. A risk analysis of the project will be performed to assist in determining this requirement.

4. MONTHLY SAFETY REPORTING

4.1 Contractor must report the following:

(a) Hours worked monthly and year-to-date on Operator projects

(b) First Aid Events monthly and year-to-date on Operator projects

(c) OSHA Recordable Events monthly and year-to-date on Operator projects

The above requirements must be reported by the 4th working day of the following month.

5. EVENT REPORTING

5.1 When working for Operator, once the scene is secure, Contractor shall report all events immediately to the Operator project representative. Following initial notification, standardized incident reports shall be completed and submitted to the Operator HSEQ Department.

(a) An initial written report shall be submitted by 8:00 am the following day. Within 5 days, Contractor shall submit an in-depth written report.

5.2 All environmental spills must be reported immediately to the Operator project representative as appropriate.

6. JOB HAZARD ANALYSIS

6.1 Before any Work begins and before changing any Work procedures or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written report identify all potential Work site risks. The JHA shall include: 1) step-by-step plan for the job to be performed, 2) risks/hazards associated with the job, and 3) control measures that Contractor will take to eliminate or control these potential risks/hazards.

6.2 Contractor's assigned supervisor/lead shall review the JHA with each crewmember prior to the start of each job and anytime the Work procedure changes. Additionally, the Contractor's assigned supervisor / lead shall review the JHA with each crewmember after lunch and/or significant break in the Work. Each crewmember must sign their name verifying they understand and will adhere to the JHA.

6.4 Contractor's supervision shall conduct a JHA review with all persons who enter the work zone. This review shall include a scope of Work and any hazards present at the site.

6.5 Contractor shall make its JHA reports available to Owner or Operator upon request.

7. PERSONAL PROTECTIVE EQUIPMENT

7.1 Contractor is responsible for requiring the use of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions.

7.2 Contractor and subcontractor employees shall wear at a minimum the following personal protective equipment (PPE) while in any construction area:

(a) Hardhat

(b) Safety Glasses or Prescription Safety Glasses with Side Shields that meet the specifications of ANSI Z87

(c) Approved hearing protection devices in designated areas

(d) The outermost layer of clothing on the upper body must be High Visibility and Reflective

(e) Work gloves appropriate for the potential hazards of the job tasks. Note: Jersey gloves are not permitted to be worn as the only means of protection.

(f) Protective toe footwear that meet the safety-toe specifications of ASTM F2413 with a compression rating of C75 (i.e. safety toe shoes)

(g) Employees that climb structures shall wear a shoe with a defined heel.

(h) 100% Fall Protection when climbing on wooden structures.

(i) Additional PPE may be required based on the Contractor's PPE Assessment.

(j) Open-toed, open-heeled, athletic footwear and tennis shoes are prohibited.

7.3 Contractor employees shall wear fire retardant (FR) clothing when working on or near energized equipment. While not all-inclusive, the following list provides examples:

(a) When working within the minimum approach distances

(b) When rubber gloves or rubber gloves and sleeves are required

(c) When performing hot-stick Work

(d) When bonding or working "bare hand method"

(e) When grounding conductors or equipment

(f) When testing lines or equipment to be de-energized

(g) When performing switching operations

(h) When entering enclosed/confined spaces with energized lines or equipment

(i) When disconnecting or connecting testing meters

(j) When an employee is required to physically assist with energized Work on lines or equipment where mechanical failure or human error could expose employee to a flash

(k) Additionally, an employee entering a station under the control of a Dispatch Authority shall be required to wear fire retardant clothing unless specifically exempted by Operator.

8. SUBSTATION/SWITCHYARDS

8.1 Contractor shall have all employees in a supervisory role qualified to enter an energized substation. This training is commonly referred to as Station Entry Training. Supervisory employees shall be trained and competent in the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills and techniques necessary to determine the nominal voltage of exposed live parts, and the minimum approach distances corresponding to the voltage to which the qualified employee will be exposed. A record of this training must be maintained by Contractor and made available to Owner or Operator upon request.

8.2 Employees not OSHA station entry qualified shall be under direct supervision of a qualified supervisor. In this case, if the supervisory employee leaves an electrical station site where Work is being performed, all employees must leave the site as well.

8.3 All substation gates shall remain closed and locked at all times unless under direct observation by an attendant.

8.4 Upon entry/exit of a substation, Contractor shall notify the appropriate Dispatch Authority.

8.5 Excavation Inside Energized Stations – Approval shall be attained prior to using mechanical devices to perform excavation inside an energized substation. Excavations shall be barricaded at the end of each shift.

9. FIREARMS, ALCOHOL, AND DRUGS

9.1 Firearms, alcohol, illegal drugs (marijuana, cocaine, etc...) or drugs taken for non-medicinal purposes are prohibited on all Owner controlled sites.

9.2 Contractor shall be responsible for its and its subcontractor employees who are under the care of a physician and are taking prescribed medicine, which may alter the employee's physical or mental ability. Contractor shall determine the necessity to change and adjust accordingly the employee's job assignment while undergoing treatment.

9.3 If firearms or suspected illegal drugs are discovered on any Operator worksite, the following guidelines should be followed by whoever discovers the firearms or suspected illegal drugs:

(a) First, if possible, without putting themselves or others in harm's way, attempt to secure the location and ensure that others cannot come in contact with the firearms or suspected illegal drugs. Do not handle or move firearms or suspected illegal drugs from their discovered location.

(b) Second, immediately contact the Operator representative and together make a decision whether or not the situation requires a call to the local law enforcement authorities. Immediately call the local law enforcement authorities and report the discovered items if (a) neither the Operator representative is available; (b) there is a threat of harm to any person; or (c) there is a risk of improper removal or disposal of the firearms or illegal drugs.

(c) Third, call local Operator Security personnel.

(d) Fourth, for incidents involving Contractor personnel, Contractor shall submit reports according to Section 4.0 Event Reporting.

10. DRUG/ALCOHOL TESTING

10.1 All Contractor and its subcontractor employees must complete and pass the following drug/alcohol testing:

(a) Operator Pre-Employment (48 hours or less prior to first employment on an Operator site)

(b) Post Event (within two hours) on all employees involved in any safety related event

(c) Random

(d) Reasonable Suspicion

(e) If not subjected to a test listed above, Contractor and subcontractor employees must be tested a minimum of once every 12 months.

10.2 Screening substances and their associated cut-off limits will be the same as listed in the applicable General Terms and Conditions. Contractor shall incur all costs associated with the drug testing identified in this section.

10.3 Contractor shall share test results with Owner upon request to the extent allowed by applicable federal, state, or local law. If applicable, Contractor will ensure that employees, agents, subcontractors, or independent contractors and the

(a) employees of subcontractors or independent contractors sign an appropriate authorization prior to such tests being conducted, acknowledging the tests are being conducted and authorizing the information obtained to be provided to the Owner.

10.4 Contractor shall have and ensure compliance with a comprehensive substance abuse/drug and alcohol policy that complies with all applicable federal, state, and/or local statues or regulations.

11. TRAINING REQUIREMENTS

11.1 It is Contractor's responsibility to ensure their employees and subcontractors' employees are appropriately trained, qualified, and competent to perform assigned tasks and associated Work. Qualifications and training shall be documented by Contractor and available to Owner or Operator upon request.

11.2 Contractor's and its subcontractors' Site Supervision shall have successfully completed the OSHA 30-Hour for Construction Training or the OSHA ET&D 20 and 10 Hour Training Courses. "Site Supervision" is defined as personnel with responsibility for making job site Work assignments, personnel with overall responsibility for the Work, and any person leading a crew or Work group (Foreman, Superintendent, Crew Leader, Lead Lineman, etc.). Newly appointed or hired supervision shall complete the OSHA 30-Hour for Construction Training or the OSHA ET&D 20- and 10-Hour Training Courses before assuming the supervisory position.

11.3 All Contractor and subcontractor employees who are performing Work on Operator Transmission Work sites shall have successfully completed the OSHA 10-Hour for Construction Training. New employees shall be trained within fourteen (14) calendar days of starting their first assignment on an Operator site.

(a) If Contractor and subcontractor employees have training that is equivalent to the OSHA 30-Hour or OSHA 10-Hour, Contractor shall submit an overview of the program and documentation of this training to Owner. Owner my require OSHA Training in addition to such training, provided Contractor shall be responsible for the sufficiency of its training program.

11.4 Contractor shall submit their annual training plan to Owner for review and approval.

11.5 First Aid/CPR Training – A minimum of two currently trained persons in First Aid and CPR shall be present for each crew. This is applicable to all crews except for those performing Electrical Work under 600V.

11.6 Contractor and subcontractor shall incur all costs associated with the training of their employees.

11.7 Prior to entering the Site and during the term of the Contract, Contractor shall provide to Owner a list of all individuals (whether it's or its subcontractors' employees), which Contractor intends to use at Owner's Sites. The list shall identify the individuals by their name and the last three digits of the individual's Social Security Number.

11.8 Contractor shall provide Owner with the names and reasons for removal, when an employee is removed from Owner's property due to lack of safety performance or not meeting the drug / alcohol testing requirements.

11.9 Owner, in its sole discretion, may deny access to any individual who has previously been removed from a Work Site by Owner or any of its affiliates for safety reasons.

11.10 Contractor may request a restricted employee to be cleared for Work. A letter addressing the original safety violations or reason for suspension with any documentation supporting the request shall be sent to Owner for approval. The employee shall not work at any of Owner's Work Sites until approved by Owner, which approval may be withheld at the sole discretion of the Owner.

12. JOB SITE COMPLIANCE AUDITING

12.1 If Work is greater than two weeks in duration, a Contractor safety professional shall perform and document one job site audit on each Owner job site a minimum of once per month.

12.2 If there is a full-time Safety Representative assigned to the job site, daily site audits shall be performed and documented.

12.3 Contractor site supervision shall perform and document a minimum of one job site safety audit per week.

12.4 Contractor management personnel shall perform and document one job site safety audit per quarter.

12.5 Audits shall be maintained for the duration of the Work and shall be made available to the Owner or Operator upon request.

13. EMERGENCY PLANNING

13.1 All job sites must have emergency communication and an emergency response plan that has been communicated and understood by all Contractor and subcontractor employees. The plan shall include at a minimum:

(a) Emergency Contacts

(b) Location and Name of Local Emergency Services

(c) On-site communication methods

(d) Location and directions (including maps) to the nearest medical facility

(e) Procedure to follow in the event of an emergency

(f) All Contractor and subcontractor employees shall drive the route to the nearest medical facility prior to any Work activities occurring on the site.

14. BILINGUAL REQUIREMENTS

14.1 At a minimum, Contractor shall provide one English speaking employee for each non-English speaking crew up to 10 crewmembers. The English-speaking crewmember(s) shall be able to communicate with all other crewmembers.

15. HAZARD COMMUNICATION

15.1 Contractor shall submit a chemical inventory prior to mobilizing onto an Operator Work Site.

15.2 Material Safety Data Sheets (MSDS) shall be kept on file by Contractor and available for Contractor and subcontractor employee's and Owner's review upon request.

16. MISCELLANEOUS

16.1 Housekeeping – All trash shall be kept in proper containers and disposed of properly.

16.2 Cable Verification – Immediately prior to cutting any control cable, Contractor personnel shall have a second person verify that it is the proper cable and that it is de-energized.

16.3 GFCI – All extension cords and electric hand tools shall be plugged into a GFCI provided by the contractor. Contractor personnel shall not rely on the receptacles in Operator circuits.

16.4 Guard Structures – All hotline crossings and all road crossings shall be protected using a guard structure. Guard structures (including line equipment used as guard structures) shall be installed prior to disconnecting the conductor and shall remain in place until the conductor is clipped in.

16.5 Testing of Grounds – All grounds shall be tested in accordance with ASTM F2249 – 03 Standard Specification for In-Service Test Methods for Temporary Grounding Jumper Assemblies Used on De-Energized Electrical Power Lines and Equipment.

16.6 Placement of Grounds – The location of all grounds on Transmission Line Work shall be tracked and documented. Grounds shall be installed/removed maintaining minimum approach distance. Grounds shall be inspected prior to each use.

16.7 Wire Skinning – All employees shall use tools specifically designed for wire skinning.

16.8 Traffic Control – All operations involving roadways shall comply with the Manual of Uniform Traffic Control Devices and/or local requirements.

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EXHIBIT "E"

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

2. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by ASUME certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

3. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

4. Any and all necessary waivers regarding the Contract have been obtained from any government entity and said waivers shall become part of the contracting file.

5. Contractor shall have delivered to PREPA prior to, or shall deliver on, the date of the Contract:

   (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

   (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the date of the Contract:

      i. a copy of Contractor's Merchant Registration Certificate;

      ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;

      iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

      iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

v. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

vii. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;

viii. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws;

ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and

x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.

(c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 5(b).

6. In providing the Services, Contractor, covenants, represents and warrants to the PREPA as follows:

(a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries (together "Contractor Group Members" and each a "Contractor Group Member") shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by Operator to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

(b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by Operator to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

(c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(d) Contractor shall promptly notify Operator in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Contract or the

Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

(e) Contractor shall at all times comply with all applicable Law regarding non-discrimination;

(f) Contractor attests, subject to the penalties for perjury, that no member of Contractor or Contractor Group, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Contract other than that which is expressly set forth in this Contract;

(g) Contractor shall inform Operator if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

(h) Contractor shall inform Operator if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

(i) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable it with respect to the T&D System (as defined in the OMA); and

(j) In providing the Services, Contractor shall:

i. to the extent that the Services are subject to rules of ethics of a profession, comply with any applicable rules;

ii. to the extent that the Services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988 ("Act 173"), comply with Act No. 173-1988, as amended; and

iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the Services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

7. **Consequences of Non-Compliance**. Contractor expressly agrees that the conditions outlined throughout this Exhibit "E" are essential requirements of this Contract. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit PREPA to terminate this Contract. PREPA shall also have the right to terminate this Contract in the event of Contractor's negligence, dereliction of duties or breach of this Contract, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

8. Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

   PREPA shall have the right to terminate the Contract in the event Contractor is convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

   Furthermore, Contractor agrees to comply with the provisions of Act No. 2-2018, as the same may be amended from time to time.

9. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.

Interagency Services Clause: Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted Services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with Owner or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These Services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this Contract.

Termination Clause: To the extent required by Act No. 3-2017 and OE-2021-003, or other applicable law, order or circular letter, the office of the Chief of Staff shall have the authority to terminate this Contract at any time; provided that in any such event Contractor shall be entitled to payment in full for the Services provided by it through the date of termination.

Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico: The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Contract.

PREPA certifies that this Contract has the appropriate governmental authorizations necessary for its execution, and according to the provisions in the Act No. 3-2017, known as the "Act to Address the Economic, Fiscal, and Budget Crisis to Guarantee the Operations of the Government of Puerto Rico." Furthermore, PREPA certifies that it has obtained written approval of the Government Chief of Staff and

the Office of Management and Budget, pursuant to Memorandum Number 2017-001 and Circular Letter 141-17.

Attachment 1

Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of the _____, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of _____ at _____ (hereinafter referred to as the "Contractor") organized as a _____ under the laws of _____ [with the Federal Identification No.] _____.
- That I am authorized to represent the Contractor and all of its partners and owners for purposes of this affidavit.
- That neither the Contractor nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Contractor's agreement with LUMA Energy ServCo, LLC while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this ____ day of _____, 20___.

By:_____
Name:
Title:

Affidavit No. ____

Sworn and subscribed before me by _____, of the personal circumstances stated above, in his/her capacity as _____ of _____; who is personally known to me or whom I have identified pursuant the following form of identification: _____, this ___ day of _____, 20___

Annex 1

Contract Certification Requirement

The following certification shall be provided to the Oversight Board and the Commonwealth's Contracting Government Entity by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor's subcontractor(s) in connection with the proposed contract[1] is (are) the following:

   Name of individual or firm, including names of principals or owners of the latter:

   Principal terms and conditions of the contractual relation and role of the subcontractor:

   Amount of proposed contract payable to each subcontractor:

2. Neither the contractor nor any of its owners[2], partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

   Name of individual or firm, including names of principals or owners of the latter:

   Principal terms and conditions of the compensation sharing arrangement and consideration for such benefit:

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

[1] As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.
[2] For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

SWORN STATEMENT

Comes now, XPERT'S LLC ("Company") organized and existing under the laws (Company name)

of SAN JUAN, with employer's social security number [redacted], represented in

this act by [redacted], of legal age, MARRIED and resident in SAN JUAN,
(representative's name) (civil status) (City)

PUERTO RICO and under the most Solemn oath declares the following:
(Country)

1. That my name and other personal circumstances are the aforementioned.
2. That I hold the position of PRESIDENT in the Company.
(title)
3. That neither the Company nor any of its presidents, vice-president, directors, managers, executive directors or members of its Board of Directors, nor any of its officials or persons that fulfill similar tasks, or its subsidiaries or alter egos:
    a. Have not pled guilty to, or have not been convicted of, to any of the crimes enumerated in the Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico or any of the crimes included in Act 2-2018.
    b. Have not pled guilty or have not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, and any of the crimes typified in Act 2-2018, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.
4. The undersigned expressly recognizes that the conviction in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the

crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico will result in automatic termination of any contract with LUMA Energy Servco LLC.

5. No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Company's Agreement with LUMA Energy Servco LLC. while working for the Government of Puerto Rico.
6. That this statement is subscribed in compliance with Act 8-2017, as amended, and Act 2-2018, as amended.
7. That everything stated above is true to the best of my knowledge, information, and belief.

IN WITNESS WHEREOF, I affirm and sign the herein document in SAN JUAN, this 17 day of MAY, 20 22.

[redacted]

Affidavit No. 1270

Duly sworn and subscribed to before me by [redacted], whose personal circumstances are the above mentioned and who to is personally known, or have identified by means of ———, in San Juan, this 17 day of May, 2022.

Notary Public

Seal

EXHIBIT "F"

OPERATOR ("LUMA") POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES

MESSAGE FROM [redacted]

LUMA was created to power the lives of the people of Puerto Rico through the delivery of safe, reliable, and affordable electricity. Operating safely and sustainably and in an ethical and responsible manner is critical to achieving our goals.

Our vendors play an important role in supporting our operations and upholding our commitments to our customers. Our Vendor Code of Conduct explains the principles and standards that apply to you when you are providing goods and services to LUMA. As a LUMA vendor, we expect you to share the principles described in this Code of Conduct and to apply similar standards with your own employees and across your supply chain.

By following this Code, you are upholding our mission and our core values and setting the groundwork for our joint success. We expect you—including your employees and the suppliers you yourself use—to act ethically and abide by the commitments in this Code and by other policies that may apply you as you interact with us or act on our behalf. We value our relationship with you and appreciate your efforts to fulfill these important responsibilities.

Sincerely,

[redacted]

Chief Financial Officer

OUR MISSION STATEMENT & VALUES

Our values are not just words on a page. We live them daily. Our mission is always, in every way, to continue getting better.

Mission Statement

LUMA was purposefully built for the people of Puerto Rico, to reinvigorate and transform the island's electric transmission and distribution system and to support its overall economic development. We put people first – our employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for our customers and the world around us.

We stand together, building a culture on continuous improvement with the goal of working towards a stronger Puerto Rico by delivering on our promise of excellent customer service and our commitment to Safety.

Core Values

Our Core Values define how we work and we seek out business partners who share them as well. It is important that all members of our team embrace these values, as they are fundamental to how we do business.

We live by the following values:

I. **CARE**

We seek to understand and collaborate. We care enough to challenge each other. We care about each other – and the communities where we live and work.

II. **ACCOUNTABILITY**

We are transparent, respectful and responsive. We are ethical and guided by integrity. We do the right thing. We hold ourselves and each other accountable to operational excellence.

III. **PRIDE**

We take pride in holding ourselves to the highest standards of safety and sustainability. We are invested in our people, our actions and our commitments for the long run. We celebrate our successes and continuously strive to be better.

CONDUCTING BUSINESS THE LUMA WAY

Our Expectations

LUMA's Vendor Code of Conduct ("Code") applies to all intermediaries, suppliers, consultants, contractors, contract labor and other business partners who provide goods or services to or on behalf of

LUMA (collectively, "vendors"). We each play a role in upholding the principles of our Code. You are expected to ensure that all your employees or sub-vendors that perform work for LUMA read, understand and follow the Code and the underlying policies and practices that are applicable to them to avoid illegal or unethical conduct. Compliance with this Code is a requirement for becoming and remaining a LUMA vendor.

Vendor Selection

We are committed to dealing fairly with all vendors throughout our procurement process, from bid evaluation and negotiation to award decisions and purchasing administration. We select our vendors based on objective criteria, such as technical, commercial or other legitimate business reasons. You are expected to cooperate with our procurement processes, including responding to any due diligence requests.

Speak Up

Raising awareness of possible misconduct or violations of the law or the Code is part of our commitment to creating a fair and honest culture. To ensure the highest levels of integrity throughout our supply chain, we rely on our vendors to speak up about any actual or suspected violations of the law or our Code.

If you want to come forward with any questions or concerns, you may use any of the following resources:

Your LUMA Supply Chain Representative LUMA Leadership LUMA's Director of Compliance LUMA's Ethics Helpline

LUMA's Ethics Helpline is available 24 hours a day, seven days a week, in Spanish and English. You can call the Ethics Helpline at 877-776-0993 and speak with a third-party representative, make a report via the internet at www.LUMAethicshelpline.com, or e-mail compliance@lumapr.com.

LUMA's Ethics Helpline is managed by an independent third-party service provider. You may report anonymously. All reports made to the Ethics Helpline are forwarded to LUMA's Director of Compliance for review and investigation. When you make a report to the Ethics Helpline, please provide as much information as possible. The more information you provide, the easier it will be for the Company to investigate and address your concern.

Investigation of Reports

You are encouraged to report conduct that you believe is illegal or improper. LUMA treats all reports of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all reports and take necessary action. You are expected to cooperate with any investigations. LUMA does not tolerate any form of retaliation against anyone who reports a violation of this Code in good faith or cooperates with an investigation. We also expect all our vendors to investigate any concerns that are reported to them and to take corrective measures if necessary.

Violations of Our Code

LUMA takes violations of our Code very seriously. We encourage our vendors to monitor their compliance with the Code's requirements. LUMA will monitor our vendors' compliance with this Code through audits or site visits as we deem necessary and we expect our vendors to cooperate with related requests. If any non-compliance with this Code is detected, you are expected to take reasonable steps to address, remedy, and prevent reoccurrence of the non-compliant conduct. Failure to comply with this Code may result in the termination of the business relationship between you and LUMA.

CREATING A CULTURE OF TRUST AND RESPECT

We believe in *People First, Safety Always.*

Human Rights and Labor Practices

We respect and promote human rights in all our operations. We expect you to share our commitment to providing equal employment opportunity and creating an inclusive work environment that is free from discrimination. You must treat all members of your workforce fairly and in accordance with all applicable labor and employment laws.

We expect you to employ workers on the basis of their ability to do the job, and not on the basis of their race, color, age, sex, national origin/ancestry, social origin or status, marital or familial status, citizenship status, disability, religion, veteran status, sexual orientation, gender identity, political affiliation, genetic information, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, or any other status protected by federal, state, or local law.

LUMA will not tolerate any conduct by a vendor that is offensive, hostile, abusive, exploitative or otherwise inconsistent with a respectful workplace. You must not support or engage in forced or indentured labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, overtime, and benefits. We expect you to respect the rights of your workers to associate freely and to join or not join labor unions.

Workplace Safety

At LUMA, the safety of our people – employees, customers, vendors, and the public – matters first and foremost. As our vendor, you must comply with all applicable safety and security laws and regulations. You also must adhere to LUMA's safety standards and apply safe work practices to work you undertake on our behalf to prevent injuries and illnesses and minimize property losses. You must comply with LUMA HSE Contractor Selection and Management Standard applicable requirements. You are expected to report any incidents or near-misses in accordance with LUMA's HSE Handbook and our Workplace Safety Policy. You must ensure that your workers receive relevant training on health and safety procedures, including prohibitions on the use of illegal drugs and alcohol at work and restrictions on the possession of weapons.

Social Media

You must not use social media in a way that may jeopardize LUMA's reputation. You are not allowed to make any statements on behalf of LUMA without prior permission from the Company's Communications department. You are also not permitted to use LUMA's name or logo, trademarks or other intellectual property without the Company's express consent. You must never use social media to make false or defamatory comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

Conflicts of Interest

When working for LUMA, you have a responsibility to always act in the best interests of the Company. You must avoid engaging in any activity that would create an actual or apparent conflict of interest in the provision of products or services to LUMA. A conflict of interest may arise when your personal or professional relationships influence or appear to influence your business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- Your company is partially or fully owned or controlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee
- Your company is partially or fully owned or controlled by a government employee of any agency that regulates or oversees LUMA
- You hire or employ a current LUMA employee or their family member
- You have a personal relationship with the LUMA employee who supervises your work for the Company

Additionally, we are obligated to comply with the Código de Ética para Contratistas, Suplidores, y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico (the "Code of Ethics"), which enumerates our ethical obligations and responsibilities and includes specific requirements related to identifying, avoiding and mitigating conflicts of interest.

Even the appearance of impropriety can undermine our credibility, pose financial and reputational risk to us and jeopardize our ability to comply with relevant laws and regulations, or our contractual obligations. If you are aware of any situation that may create a conflict of interest you must promptly disclose it to the Company.

ACTING WITH INTEGRITY

We conduct our business lawfully and ethically.

LUMA's Code of Conduct for Employees

All LUMA employees are required to comply with LUMA's Code of Conduct for employees, available at https://lumapr.com/. Among other things, LUMA's employee Code has strict rules and expectations for our employees when they interact with LUMA's vendors. You must never cause or take any action that would result in a LUMA employee violating the employee Code. When in doubt, ask your LUMA business contact.

Zero Tolerance for Corruption

LUMA is committed to conducting business the right way. We never tolerate any form of corruption and we expect our vendors to carry out their business honestly and ethically. You must operate in full compliance with applicable laws and regulations, including anti-money laundering, anti-bribery and anti-corruption laws, wherever you do business.

When working for or on behalf of LUMA, you must never offer, promise or give a bribe, kickback or improper payment to anyone, whether they are a government official, commercial actor or private individual.

A bribe is an offer or gift of anything of value in order to improperly influence a decision or gain an unfair business advantage. Bribes may include money, expensive gifts, extravagant travel or entertainment, employment opportunities, and political or charitable donations. A kickback is money or a gift of anything of value returned or paid as a reward for awarding or fostering business.

We expect you to implement your own anti-corruption policies and procedures, which include conducting appropriate due diligence for any sub-vendors that will perform work for LUMA and maintaining accurate books and records.

Exchanging Business Courtesies

In the course of conducting business for LUMA, you may exchange business courtesies to build goodwill and positive working relationships at the Company. However, such exchanges must not be used to improperly influence a business decision or create a sense of obligation. Although nominal promotional items or business courtesies of modest value may be acceptable in certain situations, they are never required to do business with LUMA.

Even the appearance of impropriety can damage your and LUMA's reputations. Any business gifts or entertainment you give or offer to LUMA employees must be reasonable and comply with local law and the LUMA employee Code. Such courtesies must not be provided frequently. Extravagant gifts and entertainment, cash, cash equivalents, gift cards or discounts not available to all employees are prohibited, whether they are provided directly to LUMA employees or indirectly via third parties or family members.

Relationships with Governmental Authorities

LUMA often interacts with Puerto Rico's regulatory and other governmental authorities that are responsible for laws, regulations, and policies that affect the Company, such as:

- The Puerto Rico Public-Private Partnerships Authority ("P3 Authority")
- The Puerto Rico Electric Power Authority ("PREPA")
- The Puerto Rico Energy Bureau ("PREB")
- The Financial Oversight and Management Board for Puerto Rico ("FOMB")
- The Federal Emergency Management Agency ("FEMA")

In your work with LUMA, you may encounter government officials or employees from these or other government agencies and departments. You must act with integrity when interacting with such governmental authorities and ensure that you comply with all applicable legal requirements. You must not make representations on behalf of LUMA without prior approval from the Company.

Providing a business courtesy to a government official or employee is subject to strict rules, including the Code of Ethics. You shall not provide any business courtesies to any government officials or make any donations or contributions to any political party or candidate or for any political initiative on LUMA's behalf without prior approval from the Company.

Trade Controls

LUMA complies with all applicable laws and regulations that govern international trade, including import and export controls and economic sanctions promulgated by the U.S. Treasury Department, Office of Foreign Assets Control. We expect our vendors to be knowledgeable of and abide by these laws when applicable. You must not engage in transactions with any sanctioned parties or facilitate transactions with third parties that involve sanctioned parties.

SUPPORTING OUR COMMUNITIES

We invest in our local communities and provide the best service to our customers.

Environment and Sustainability

LUMA recognizes the importance of safeguarding the environment for future generations. We are committed to reducing our environmental impact and we actively seek vendors that operate in an environmentally responsible manner. Because we care about protecting the environment, we expect our suppliers to:

- Commit to and promote environmental compliance.
- Comply with local, Commonwealth and federal environmental laws, regulations and government orders, permits, authorizations and other legal obligations.
- Assist in finding efficient and effective solutions to environmental issues.
- Report environmental incidents in accordance with policies.
- Respond quickly and effectively to environmental incidents involving work sites and/or equipment in accordance with LUMA's policies.
- Be familiar with and comply with all LUMA environmental systems, procedures, plans and programs in effect and applicable to their work situation.
- Implement systems and procedures to minimize activities that pose a threat to the environment and provide training on the same.
- Ensure safe and appropriate management and disposal of waste.

Local Goods and Services

LUMA is committed to investing in the people of Puerto Rico. We support local businesses and provide them with fair opportunities to bid and acquire contracts. We expect our vendors to share this commitment to seek, use and develop a local supply chain while performing work for LUMA.

PROTECTING OUR COMPANY RESOURCES

We use assets, systems, processes and data responsibly.

Asset Management

Responsible management of assets that are owned by LUMA as well as assets that are entrusted to us by PREPA is vital to the performance of our work. Such assets include equipment, tools, vehicles, offices and yards, funds, documents, networks, systems and software, confidential information, sensitive information and intellectual property. As a LUMA vendor, your services may affect electric utility service and be subject to utility regulation, including oversight from the P3 Authority and the PREB. You are expected to safeguard the assets managed by LUMA and only use them with Company approval and for legitimate business purposes; they should be protected from misuse or theft.

Data Protection

Information systems managed by LUMA, and the data we store on these systems, are valuable assets, many of which are used to carry out critical utility activities. You have a duty to maintain the security and integrity of these systems and to abide by all information protection and privacy laws that apply to your relationship with us.

If you provide information systems services to LUMA, or you connect to information systems managed by LUMA, you will be expected to implement and maintain a cybersecurity system designed to prevent unauthorized access to these systems, as well as your own. In such cases, LUMA has the right to screen your systems for compliance and security purposes prior to engagement. You must notify LUMA immediately if any information we provided or gave you access to has been, or is suspected of being, lost, stolen, or inappropriately disclosed.

All information that is created, stored and transferred using systems and networks managed by LUMA is Company or PREPA property. LUMA may authorize individuals to monitor equipment, systems and network traffic to ensure that these systems have not been compromised or to see if there has been improper or inappropriate use of Company or PREPA resources. You should not expect privacy when using LUMA's systems to access, download or transmit information.

Confidential Information

In the course of your work for LUMA, you may have access to the Company's or PREPA's confidential, non-public information. This can include financial information, business or strategic plans, customer lists, terms or rates offered to customers, pricing and technological innovations. You must protect the confidentiality of this information and you must not disclose it to anyone outside the Company unless the Company authorizes you to do so or it is required by law.

Sometimes our customers or other vendors will provide us with their own confidential information, in furtherance of our business relationships with them. You must always respect and protect the confidential information of our customers and other vendors and abide by any confidentiality obligations to which you have agreed. Any media inquiries related to confidential, non-public information about LUMA or its operations should be referred to the Company's Communications Department.

Data Privacy

We respect the privacy of the personal information of our employees, customers, and vendors. You have a shared responsibility to protect this information against inadvertent or inappropriate disclosure. You must handle such information in compliance with applicable laws and LUMA's policies and IT security requirements. LUMA reserves the right to analyze your security system to ensure that any personal information we disclose to you will be adequately protected. You must not share such information with

third parties without LUMA's express approval. Any potential compromise to the confidentiality or the security of personal information should be immediately reported to LUMA's IT—OT Department.

Record Retention

We maintain Company records, in paper and electronic form, for as long as required by law and as necessary for our business purposes. During the course of your work for LUMA, you may generate or receive information or records related to the Company. You must follow all applicable laws and contractual requirements in creating, maintaining and disposing of these records. The destruction of personal information must be previously authorized to implement any necessary safeguards and must be documented in compliance with law.

You must not destroy or discard any records related to your work for LUMA that are subject to an internal or government investigation, or to any other legal or administrative proceeding. If you receive a subpoena or a request from someone outside LUMA for a document or record, notify your contact at LUMA.

Financial Reporting

Accurate, reliable, and timely records and disclosures are critical to meeting LUMA's financial, legal and management obligations. Records prepared for LUMA, including records of work time and expenses, must be accurate and complete. You must ensure that you have appropriate authorization for each work order or purchase requisition and that you maintain appropriate supporting documentation. You must comply with generally accepted accounting principles, as well as your internal accounting policies and system of internal controls.

2022-L00226

General Services Contract

Contract Confirmation Form

REFERENCE NUMBER:	PER-1.0 *(Contractor to show on all invoices, faxes, shipping documentation and packages)*
DATE ISSUED:	June 1, 2022 ("**Effective Date**")
OWNER:	**PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rico (the "**Owner**" or "**PREPA**") and represented herein by its agent, **LUMA ENERGY SERVCO, LLC** ("**Operator**").
OWNER'S REPRESENTATIVE CONTACT:	Name and Title: [redacted] **Director, Vegetation Management** Telephone: [redacted] Email: [redacted]@lumapr.com
CONTRACTOR:	**Perfect Integrated Solutions, Inc.**, with its main office at Tortuga Km. 19.9 Highway #1, Rio Piedras, San Juan, Puerto Rico 00926 (the "**Contractor**")
CONTRACTOR'S REPRESENTATIVE CONTACT:	Name and Title: [redacted], **VP of Business Development** Telephone: [redacted] Fax: [redacted] Email: [redacted] Email: [redacted]

Operator was retained by Owner and the Puerto Rico Public-Private Partnerships Authority ("**Administrator**"), under the Operation and Maintenance Agreement dated as of June 22, 2020, as amended from time to time in accordance with its terms (including any amendments as may be contemplated by the Supplemental Agreement (as defined in Exhibit F-1 to such agreement)) (collectively the "OMA"), pursuant to which Operator has agreed to provide certain services to the Owner and Administrator as more specifically set out therein. In accordance with the terms and conditions of the OMA, Operator is acting as Owner's agent under this Contract. All provisions hereunder relating to Owner taking any action shall be understood to refer to Operator, acting on Owner's behalf, so long as the OMA is in effect.

PREPA, by virtue of Act No. 83 of May 2, 1941, has the authority to engage those professional, technical and consulting services necessary and convenient to the activities, programs and operations of PREPA.

In consideration of the mutual terms and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Owner hereby agree as follows:

1. This General Services Contract is comprised of the following documents (including in each case the attachments and annexes thereto):

   (a) This Contract Confirmation Form;
   (b) Exhibit "A" – Standard Terms and Conditions;
   (c) Exhibit "B" – Scope of Work and Technical Requirements;
   (d) Exhibit "C" – Price and Work Schedule;
   (e) Exhibit "D" – Health, Safety, and Environmental Obligations;
   (f) Exhibit "E" – Government Contracting Requirements; and
   (g) Exhibit "F" – LUMA Policies.

   (the "**Contract**").

2. Contractor agrees to perform the services as defined in Exhibit "B" – Scope of Work and Technical Requirements (the "**Services**") for the price and within the timeframe specified herein as defined in Exhibit "C" – Price and Work Schedule.

3. **Payment for Services and the performance of Contractor's obligations under this Contract will not be made, and performance by Contractor under this Contract may not be required, until this Contract is properly registered in the Office of the Comptroller of the Commonwealth of Puerto Rico pursuant to Law No. 18 of October 30, 1975, as amended.**

4. By executing this Contract, Contractor acknowledges and agrees that it has reviewed the OMA located at: https://aafaf.pr.gov/p3/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf pursuant to which Operator has agreed to provide certain services to Owner and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges that all warranties and other rights related thereto, with respect to the T&D System shall be assignable to Administrator or a Person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term or upon early termination of the OMA.

5. Contractor represents, warrants and covenants as to the matters specified in Exhibit "E" – Government Contracting Requirements, which are requirements that PREPA is obligated by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).

6. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico. The required debt certifications have been delivered in accordance with Exhibit "E" – Government Contracting Requirements.

7. The Parties acknowledge that, to the extent necessary, they have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of this Contract all of which shall be in full force and effect as of the date hereof.

8. This Contract may be executed and delivered by the parties in counterparts and by facsimile and when a counterpart has been executed and delivered by each of the parties, by facsimile or otherwise, all such counterparts and facsimiles shall together constitute one agreement.

To evidence their agreement, Contractor and Operator on behalf of Owner have executed, by their duly authorized officers, and entered into this General Services Contract effective as of the Effective Date.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC EIN: #[redacted]

Per: [redacted]

Per:

PERFECT INTEGRATED SOLUTIONS, INC.
EIN: [redacted]

Per: [redacted]

VP of Business Development

EXHIBIT "A"
STANDARD TERMS AND CONDITIONS

1. Application of Standard Terms & Conditions

1.1 These Standard Terms and Conditions, together with the Contract Confirmation Form and any attachments or exhibits hereto shall govern this Contract, to the entire exclusion of all other terms and conditions.

2. Standard of Performance of the Services

2.1 Contractor shall perform the Services:

(a) safely, efficiently, diligently and carefully in a good and workmanlike manner exercising the level of skill, care and diligence of a reputable and experienced professional specializing in services similar to the Services, including compliance with the requirements set out in Exhibit "D" – Health, Safety, and Environmental Obligations;

(b) in strict conformance with this Contract and any specification, drawing or other description supplied or advised by Owner to Contractor; and

(c) in accordance with all applicable laws, including all ordinance, regulations and permits. Contractor shall furnish all skills, labor, supervision, equipment, materials and supplies required for the provision of such Services, including compliance with the requirements set out in Exhibit "E" – Government Contracting Requirements and in Exhibit "F" – LUMA Policies, as applicable.

3. Location of Performance of the Services

Contractor shall perform the Services at the location or locations specified in Exhibit "B" – Scope of Work and Technical Requirements. Contractor shall comply with all Owner provided access, safety and other conditions applicable thereto.

4. Timing of Services and Delay

Time is of the essence herein. The Services shall be commenced and completed by Contractor within the time periods specified in Exhibit "C" – Price and Work Schedule. If no date is specified for completion of the Services, the Services shall be completed as soon as practicable after the Effective Date and, in any event within thirty (30) calendar days from the Effective Date.

5. Permits

Contractor shall obtain and maintain all permits, licenses and/or regulatory requirements required to authorize it to perform the Services or otherwise satisfy its obligations pursuant to this Contract.

6. Warranty and Inspection

6.1 Contractor covenants, represents and warrants to Owner that any Services provided shall: (i) be in accordance with Contractor's standard of performance specified in Section 2; and (ii) shall not constitute an infringement of third-party intellectual property. If any Services do not conform to the foregoing requirements, Contractor shall promptly re-perform, at its sole cost and expense and be responsible for any associated costs and damages caused by any non-conformance, such

Services at the direction of the Owner ("**Contractor Warranty**"). The Contractor Warranty shall have a term of two (2) years from completion of the Services (the "**Warranty Period**").

6.2 If any of the Services are re-performed pursuant to the aforementioned Contractor Warranty, this Section shall apply to such re-performed Services. Contractor shall commence its re-performance of the Services within two (2) calendar days of any such written request. If Contractor fails to re-perform such Services in such manner Owner may, at its option, do so at Contractor's cost.

6.3 The performance of the Services and any deliverables thereto shall at all times be subject to Owner's inspection and review. Owner's inspection or review of, or failure to inspect or review, the performance of the Services or the deliverables thereto shall not relieve Contractor of any obligations under this Contract. No acceptance or payment by Owner shall constitute a waiver of the foregoing.

7. Compensation for Services, Currency and Taxes

7.1 Contractor shall be fully compensated for its performance of the Services by the payment of the Price specified in Exhibit "C" – Price and Work Schedule. Any compensation for the Services shall be in United States dollars.

7.2 Any compensation owing to Contractor is inclusive of all taxes and all other costs and expenses in connection with the performance of the Services.

7.3 Contractor is exclusively liable for, and shall pay before delinquency, all charges, taxes and other amounts owing for the Services, if any, and shall indemnify Owner from all claims and liabilities arising from Contractor's failure to do so.

7.4 The Contractor agrees to the following regarding Tax withholding:

(a) PREPA shall collect, deduct and withhold from Contractor any applicable tax, including but not limited to income taxes, from any payments made to Contractor in connection with the performance of the Services that are subject to withholding under any applicable laws, and shall deposit such amounts with the corresponding governmental taxing authorities, unless Contractor submits a waiver issued by the corresponding governmental taxing authority, totally or partially exempting Contractor from such tax withholding, or if the performance of Services are exempt under applicable law. If Contractor is providing Services to PREPA, Contractor shall separately disclose in the invoice for Services provided under the Contract, the Services rendered within Puerto Rico from the Services rendered outside Puerto Rico, as well as the fees, charges or compensation related thereto, so that PREPA may undertake the applicable tax withholding on the Services rendered in Puerto Rico.

(b) If Contractor is a foreign entity taxable as a corporation for purposes of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Code"), that claims to be engaged in trade or business in Puerto Rico, respectively, and, thus, is not subject to the withholding tax rules of Code Section 1062.08 (but is instead subject to the withholding tax rules of 1062.03, absent a waiver), it shall provide to PREPA a written certification (in a form acceptable to PREPA) stating that it is engaged in trade or business in Puerto Rico, indicating the basis for such a claim and the address of residence, office or place of business in Puerto Rico, as applicable and that it will treat any income derived from this Contract for

Services rendered in Puerto Rico as effectively connected with a Puerto Rico trade or business for purposes of the Code. The certification shall be signed by the individual, corporate officer or managing partner and include an indication of the official title of the person subscribing the same, as applicable. Once PREPA receives such certification, it shall immediately forward the same (or copy thereof) to the corresponding governmental taxing authority.

(c) In addition, if applicable, Owner shall also withhold the special contribution of one point five percent (1.5%) of the gross amounts paid under this Contract, as required by Act No. 48-2013, as amended, and shall forward such withholdings to the Department of the Treasury.

8. Payment Terms and Audit

8.1 Contractor shall invoice Owner on a monthly basis for the Services that have been fully completed to Owner's satisfaction. Contractor shall submit its invoice (in form acceptable to Owner, and in compliance with this Section 8) for the Services completed in any month to the address specified under Owner's Representative Contact in the Contract Confirmation Form by the fifteenth (15th) calendar day of the month immediately following Contractor's completion of the Services.

8.2 Owner shall pay all undisputed amounts specified in such invoice within forty-five (45) calendar days of receipt. The invoice shall reference this Contract number and associated Purchase Order(s).

8.3 Contractor shall keep books, accounts, records and documentation related to the performance of the Services ("**Records**"). Owner may audit all such Records for the purpose of verifying the proper performance by Contractor under this Contract. Contractor shall keep such Records at all times during this Contract and for (36) months from the last day of the calendar year in which the Services are completed.

8.4 Contractor shall refund to Owner any overpayment disclosed by any aforementioned audit, and Owner must pay Contractor the amount of any underpayment discovered by the audit, in each case, within thirty (30) calendar days of such finding.

8.5 Notwithstanding anything to the contrary stated in this Contract:

(a) Contractor shall sign each invoice certifying that:

(a) the amount requested in such Contractor's invoice represents the amount to which Contractor is entitled pursuant to the terms of this Contract;

(b) all the Services covered by the invoice have been performed; and the invoice is correct, authentic and the only invoice issued for the Services described therein; and

(c) compliance with statutory requirements by including the following statement:

"We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver have been obtained prior to entering into the Contract by and among the Puerto Rico

Electric Power Authority ("Owner"), by its agent, LUMA Energy ServCo, LLC ("Operator") and ***Perfect Integrated Solution, Inc.*** *(the "Contractor") dated effective June 1st, 2022 (the "Contract"). The only consideration to be received in exchange for the provision of Services (as defined in the Contract) provided is the agreed upon price that has been negotiated with Owner as specified in the Contract. The total amount shown in this invoice is true and correct. The Services have been rendered and no payment, or partial payment, has been received."*

8.6 All applicable invoices shall be supported by labor, equipment and material reports, which have been approved prior to issuing such invoice, in writing, by Owner Representative. All such labor, equipment, and material reports shall be signed by Contractor.

8.7 Contractor shall provide, upon Owner request, detailed billing information in electronic format which may include, but not be limited to, the following, as applicable: (i) method of calculating progress billing amounts for any lump sum Services; and (ii) labor, equipment and materials details for time and material or reimbursable Services.

9. Liens and Holdbacks

9.1 All deliverables related to the Services shall be free and clear of encumbrances of any kind or nature whatsoever, including any liens or security interests.

9.2 Payments otherwise due to Contractor by Owner under this Contract may be withheld by Owner, without payment of interest, in the event of any one or more of the following:

(a) defective Services performed and not remedied by Contractor or any other failure by Contractor to comply with this Contract;

(b) Contractor fails to comply with the invoicing requirements set out herein;

(c) the filing of any encumbrances, including any claims, liens, charges or encumbrances or evidence indicating the probable filing or asserting of such an encumbrance in connection with the Services or the property or lands of Owner;

(d) Contractor's or its personnel's failure to pay amounts when due: (i) for labor, materials, or supplies used by Contractor in the Services; (ii) amounts due to Contractor's subcontractors in connection with the Services; or (iii) to SIF or similar body;

(e) claims made by, or threatened by, third parties (including subcontractors) against Owner that are attributable to acts or omissions of Contractor or its personnel, including loss or damage to subcontractors;

(f) Contractor's failure to make satisfactory progress in respect of the Services in the opinion of Owner;

(g) evidence of financial difficulty, reasonable possibility of creditor enforcement proceedings, prospective dissolution of Contractor, or of its inability to fully perform the Services;

(h) any holdbacks or withholdings permitted by this Contract or required by any laws; and

9.3 If and when the cause or causes for withholding any such payment are remedied or removed, and satisfactory evidence of such remedy or removal has been presented to Owner, the payments withheld shall be made promptly to Contractor. If, within fifteen (15) days after delivery of notice to Contractor by Owner of the withholding, Contractor fails or refuses to remedy or remove any cause for withholding such payments, Owner may, without limiting any other rights or remedies of Owner under this Contract remedy or remove same, or cause same to be remedied or removed, and may deduct the cost thereof from the compensation payable pursuant to this Contract.

10. Insurance

10.1 Contractor shall, without limiting its obligations or liabilities herein, obtain and maintain during the term of this Contract, at Contractor's sole cost and expense, reasonable insurance coverage, including: (i) errors and omissions (professional liability) insurance in the amount of two million dollars ($2,000,000) per claim and in the aggregate (per annum); (ii) automobile liability insurance covering all motor vehicles owned, leased or licensed by Contractor with a minimum limit of two million dollars ($2,000,000); (iii) comprehensive general liability insurance, on an occurrence basis, with a bodily injury, death and property damage limit of five million dollars ($5,000,000) inclusive; (iv) Insurance covering loss of or damage to Owner or Operator property; and (v) such other insurance as Owner may require from time to time in the course of providing the Services. In addition, Contractor and its subcontractors shall ensure that all personnel, and all other persons under its direction and control performing the Services have effective mandatory coverage with the Puerto Rico State Insurance Fund ("SIF"), including personal coverage if they are otherwise exempt from other means of coverage under SIF, social security for chauffeurs for eligible non-exempt personnel and any other mandatory governmental insurance that may apply to Contractor's operation.

10.2 Contractor shall provide certificates of insurances evidencing the aforementioned insurances forthwith upon written request from Owner. The insurance contemplated herein shall in no way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

11. Indemnity and Liability

Contractor shall be liable for and indemnify and hold harmless Owner, its directors, officers, employees, secondees, representatives, agents, operators and contractors and their respective representatives, agents and employees (collectively, the "**Owner Indemnified Parties**") from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of every kind and nature whatsoever, that may be asserted or brought against, or suffered or incurred by, the Owner Indemnified Parties for or in respect of, or arising in any way whatsoever, out of the performance, or failure to perform, of this Contract by Contractor, its employees, secondees, agents, representatives, subcontractors or Contractors, or their respective employees, agents, representatives, subcontractors or Contractors.

12. No Consequential Liability

Neither party shall be liable to compensate or indemnify the other party or its affiliates for any indirect or consequential damages, loss of profits or punitive losses; *provided, however,* this Section 12 shall not apply to any claims arising from Contractor fraud or pursuant to Section 14 of this Contract.

13. Confidentiality and Work Product

13.1 All Confidential Information (as defined below) provided to Contractor under this Contract, and all Work Product (as defined below) prepared in performance of the Services, will be kept confidential by Contractor and used solely for its performance of the Services, and the Contractor shall not have any right to disclose the same without the prior written consent of Owner and Operator, or to use the same except for the performance of this Contract. The foregoing restrictions shall not apply where such confidential information: (i) becomes part of the public domain through no fault of Contractor or its personnel; (ii) was demonstrably in Contractor's possession on a non-confidential basis prior to disclosure of same by Owner; or (iii) is received by Contractor or is otherwise independently developed without Contractor or its personnel contravening this Contract. If Contractor breaches the foregoing obligations, it acknowledges that Owner will be irreparably injured, which injury cannot be compensated for by damages, and Owner will be entitled to equitable relief, without limiting its other rights and remedies.

13.2 For the purposes of this Contract "**Confidential Information**" shall mean: (i) with respect to the Operator: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential, and whether or not disclosed or learned prior to the execution of this Contract) disclosed to Contractor or its personnel by or on behalf of Operator or any of Operator's affiliates or learned by Contractor or its personnel in the course of performing the Services, including all offers, maps, reports, assay or other statistical, geological or geophysical data, technical data, financial, operating or other information, in each case related to the business, operations, assets or affairs of Operator or any of Operator's affiliates, the confidential information of third parties to whom Operator or any of Operator's affiliates owes an obligation of confidence to the extent notice of such obligation is given to Contractor, and any derivatives of any such information; and (ii) with respect to the Owner: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential and whether or not disclosed or learned prior to the execution of this Contract) disclosed to Contractor or its personnel by or no behalf of Owner, or learned by Contractor or its personnel in the course of performing the Services, deemed information that if disclosed would pose a threat to public security and/or safety, or any other information considered privileged or confidential pursuant to applicable law.

13.3 All work product developed, prepared or compiled by Contractor relating to the Services ("**Work Product**") including all intellectual property rights therein, shall be Owner's exclusive property for use by it without limitation.

13.4 Contractor shall not use or display Owner's name, trademarks, logos or any other of Owner's proprietary marks or designations for any purpose or in any medium (including internet or other means of electronic or wireless communications) without Owner's prior written consent.

14. Conflict of Interest

14.1 The Contractor certifies that:

i. none of its representatives under this Contract are employed by and receive payment or compensation for such employment from any governmental agency, body, public corporation or municipality of Puerto Rico

ii. no Puerto Rico government employee has any personal or economic interest in this Contract;

iii. it may have service contracts with other governmental agencies, bodies, public corporations or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for the Contractor;

iv. at the time of execution of this Contract, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest with this Contract or with public policy.

The Contractor acknowledges that it has a duty of ethical behavior towards PREPA. Such duty includes that Contractor shall not have interests that conflict with PREPA's interest in this Contract or the Services provided pursuant to this Contract. Those conflicting interests include:

i. the representation of clients which have, or may have, interests opposed to those of PREPA in relation to the Services (if applicable based on the type of Services to be performed by Contractor);

ii. when Contractor's conduct is described as such in the canons of ethics that may be applicable to the Contractor and its personnel or in the laws or regulations applicable to Contractor and its personnel assigned to the Services;

iii. when Contractor, persons that control Contractor, or Contractor's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to PREPA or LUMA or an employee, officer, director or agent of PREPA or LUMA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

Contractor agrees to avoid even the appearance of a conflict of interest.

Contractor shall have the continuous obligation to disclose to PREPA if any relationship with third parties could represent a conflict of interest with PREPA in connection with the Contract or the Services. In such case, and in the cases where PREPA or LUMA discovers the existence of such conflicting situation, Contractor agrees that PREPA shall have the authority to determine, and inform Contractor–in writing, of PREPA's intention to terminate this Contract within a thirty (30) day period of becoming aware of the conflicting situation. During said period, Contractor may request a meeting with PREPA to present its position regarding the alleged conflict of interest, which meeting shall be promptly granted. In the event Contractor does not request such a meeting during the aforementioned thirty (30) day period, or the controversy is not satisfactorily settled during the referenced meeting, PREPA shall make a determination to terminate the Contract.

In the event that persons that control Contractor, or any Contractor employee, director, or officer violates the provisions of this Section 14.1 and such actions are not cured or by their nature cannot be cured, it shall constitute a breach of this Contract.

15. Dispute Resolution and Remedies

15.1 Any dispute between Owner and Contractor which may arise in connection with this Contract, or the interpretation, application, implementation, validity or breach of this Contract ("**Dispute**") shall be resolved as follows:

(a) the Party believing that a Dispute has arisen shall promptly give notice thereof to the other Party ("**Dispute Notice**"); and

(b) upon delivery and receipt of a Dispute Notice by the other Party, the Parties shall promptly attempt to resolve the Dispute.

15.2 If the Parties cannot resolve a matter within fifteen (15) Business Days of the receipt of a Dispute Notice, the Parties will escalate the matter first to an appropriate senior officer of each of Operator and Contractor and, if the matter is still unresolved after a further fifteen (15) Business Days of such escalation, to the President of each of Operator and Contractor. This procedure will be a prerequisite before either Party may seek resolution of the dispute through arbitration in accordance with Section 15.3.

15.3 If the Dispute is not resolved within fifteen (15) Business Days of the date the Dispute is escalated to the President of each of Operator and Contractor, then it may, if agreed by the Parties, be submitted to non-binding mediation employing a commercial mediation service. If the Parties do not agree to mediation within a further fifteen (15) Business Days after the aforementioned fifteen (15) Business Days or it, after agreeing to mediation, the Dispute is not resolved within an additional thirty (30) Business Days after referral to the mediation, then any such Dispute, including the arbitrability of the Dispute, shall exclusively be referred to arbitration. The Parties hereby submit to binding arbitration and waive all rights to a jury trial or class action. Either Party may submit a Request for Arbitration to finally settle the Dispute, pursuant to the Rules of Arbitration of the International Chamber of Commerce (ICC) (the **"Arbitration Rules"**). For the purposes of any arbitration proceedings commenced pursuant to this Article 15:

(a) There shall be an arbitration panel composed of three (3) arbitrators, appointed in accordance with the Arbitration Rules;

(b) the place of arbitration shall be San Juan, Puerto Rico;

(c) the official language of the arbitral proceedings shall be English; however, if the arbitrators are bilingual and the Parties so agree, documentary evidence in Spanish may be submitted without an English translation and Spanish-speaking witnesses may testify in Spanish without the need of an interpreter;

(d) all arbitral proceedings shall be private and confidential; they may be attended only by the arbitrators, the Parties and their representatives, and witnesses to the extent they are testifying in the proceedings;

(e) the arbitrators shall endeavor to issue their award within six (6) months of appointment; and

(f) any arbitral award for monetary damages shall be in United States Dollars and shall include interest from the date of any breach or violation of this Contract until paid in full at the rate determined by the arbitrators.

15.4 Contractor hereby consents to the addition of any party Operator deems necessary to such arbitration, and further agrees that it will, upon request of Operator, participate as a direct party in any arbitration arising in connection with this Contract.

15.5 The Courts of the Commonwealth of Puerto Rico have exclusive supervisory jurisdiction with respect to the matters relating to this Contract other than with respect to enforcement, and the Parties agree and irrevocably submit to such exclusive jurisdiction. Contractor hereby specifically agrees that any order or award obtained in any arbitration relating to this Contract can be enforced in the courts of any jurisdiction in which Contractor carries on business, has offices, or has assets, and Contractor hereby consents to the same.

15.6 Performance of this Contract shall continue during any negotiations, mediations, or arbitration proceedings, unless Operator shall order shutdown of the Services in accordance with this Contract. The provisions of this Article 15 shall not interfere with the Parties' respective right to terminate as set forth in this Contract.

15.7 Except as otherwise specifically permitted by this Contract, no undisputed payment due or payable by Owner shall be withheld on account of a negotiation, mediation, or arbitration under this Article 15.

15.8 Before or during arbitration proceedings commenced under this Article 15, any Party may apply for interim judicial relief, including injunctive relief, before the Courts of the Commonwealth of Puerto Rico.

16. Changes

Owner, by the issuance of a written change order, may alter, substitute or add to the Services, or change the dates for Contractor's performance of its obligations hereunder. If Contractor does not provide notice of any dispute to Owner within ten (10) days of its receipt of any such change order it will be deemed to agree to same.

17. Assignment and Subcontracts

Contractor shall not assign this Contract or subcontract or otherwise delegate any performance of this Contract without Owner's prior written consent. Owner may assign this Contract upon reasonable notice to Contractor.

This Contract shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA.

18. Independent Contractor

Contractor is an independent contractor and, unless authorized by Owner in writing, shall not hold itself out as Owner's agent or representative.

19. Term and Termination

The term of this Contract (the "**Term**") shall commence on the Effective Date, and subject to earlier termination pursuant to this Contract, end on May 31st, 2025 (the "**Term Expiry Date**") unless otherwise amended in writing by Owner and Contractor.

Owner may terminate this Contract for convenience at any time by providing at least thirty (30) days' prior written notice to Contractor, whereupon Owner shall be relieved of all further obligations under this

Contract except for the payment of the balance outstanding for the Services performed to the effective date of termination subject to all of the provisions of this Contract. The termination of this Contract shall be without prejudice to the rights and remedies of the parties accrued prior to termination.

20. Laws

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico.

21. Miscellaneous

21.1 The rights and remedies provided by this Contract are cumulative and are not exclusive of any rights or remedies provided in law, equity or otherwise, and shall extend to Owner, its successors and assigns. Owner's right to require strict performance shall not be affected by any previous waiver or course of dealing.

21.2 The covenants, conditions and provisions contained in this Contract, including warranties and indemnities shall survive termination and expiry of this Contract for the benefit of the party to whom they are given. In addition, the expiry or termination of this Contract does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.

21.3 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

21.4 Notices shall be in writing and may be delivered personally or by facsimile, courier, electronically (with a read receipt) or registered mail to the individual and at the physical or electronic address or phone number referenced on the Contract Confirmation Form.

21.5 The Contractor represents and warrants that the information included in the Contractor Certification Requirement, as included in Appendix C of the FOMB's Contract Submission Questionnaire, is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and the contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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EXHIBIT "B"

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1. Description of the work

1.1 Scope of Work

For the purposes of this Contract, the services performed by Contractor will generally be vegetation activities as defined within Operator's vegetation management program. The services performed by Contractor may include, as further described below, preventative, corrective, and reactive (storm response) maintenance applicable to the existing PREPA electrical grid that consists of distribution lines and transmissions lines across the Island of Puerto Rico.

- Core Distribution Line Vegetation Management
    - Tree crews working from aerial platforms (a.k.a. "bucket trucks")
    - Manual climbing crews
    - Manual tree felling, and treating stumps with a herbicide
    - Slash/debris disposal via piling, chipping, hauling, etc.
- Core Transmission Line Vegetation Management
    - Tree crews working from aerial platforms (a.k.a. "bucket trucks")
    - Manual climbing crews
    - Manual tree felling, and treating stumps with a herbicide
    - Slash/debris disposal via chipping, hauling
- Augmented Vegetation Management Activities
    - Supplemental vegetation maintenance which may entail completing work activities associated with projects such as right of way reclamation, integrated vegetation management, or cross-functional capital projects.
        - Physical control methods – "mowing" and light "mastication" equipment.
        - Mechanized pruning equipment (e.g. "jarraff").
        - Physical control methods – "logging" and heavy "mastication" equipment.
        - Site access, road building
        - Broadcast foliar herbicide applications
        - Selective hydraulic foliar herbicide applications
        - Low volume foliar herbicide applications
        - Application of tree growth regulators

- Aerial saws

- Identification of T&D Equipment Defects/Damage
    - During routine operations, Contractor shall look for and report abnormal conditions defects, damage, and abnormal conditions related to electric infrastructure.
    - Contractor shall record and report the location and nature of electrical line and equipment defects observed (e.g. cracked insulators, broken or rotten crossarms, rotten poles, leaking transformers, etc.) to the Operator representative or designee as soon as practicable.

Contractor is expected to adhere to the following industry standards and best practices:

- ANSI Z133 Safety Requirements for Arboricultural Operations (2017)
- ANSI A300 Tree, Shrub, and other Woody Plant Management- Standard Practices:
    - Part 1 Pruning (2014)
    - Part 7 Integrated Vegetation Management (2019)
    - Part 9 Tree Risk Assessment (2017)
- International Society of Arboriculture Best Management Practices
    - Tree Pruning (2019)
    - Utility Pruning of Trees (2004)
    - Tree Risk Assessment (2017)
    - Utility Tree Risk Assessment (2020)
    - Integrated Vegetation Management (2014)
    - Closed Chain of Custody for Herbicides in the Utility Vegetation Management Industry (2011)

Contractor subcontractors and key personnel must be approved by Operator for the purposes of completing Services pursuant to this Contract.

Contractor shall take a proactive approach to safety and strictly enforce safe work practices.

- Contractor shall take responsibility for ensuring all workers consistently follow applicable safety laws, regulations, standards, and practices. Contractor shall follow all applicable safety laws, regulations, standards, and industry practices including ANSIZ133; OSHA 1910.269, PR OHSA requirements.
- Operator and Contractor shall have the duty to stop work and initiate correction through the approved process if an unsafe work practice or safety hazard exposure is observed.
- Contractor shall report any incidents affecting normal operation of the transmission & distribution system to Operator.
- Contractor shall develop, amend as required, and follow a work plan emphasizing safe work practices.

- Prior to commencement of tree work, Contractor shall perform an inspection of the tree, including root collar and area immediately surrounding, shall be made to identify hazards. Hazards may include, but are not limited to, electrical and tree-related situations which may cause the tree to be unsafe to climb, fell or perform work on in any way. This inspection of tree conditions shall also be considered in determining the vegetation maintenance work to be performed.

- Contractor will ensure only a Qualified Line Clearance Arborist (QLCA) or QLCA Trainee under the direct supervision of a QLCA shall be permitted to conduct line clearance work where the worker, tool or equipment, aerial lift bucket/boom, or any tree part is within or may encroachwithin Minimum Approach Distances (MAD) per Table 3 below.

- All Contractor workers shall maintain the applicable Minimum Approach Distances (MAD) at all times during line clearance work per Table 3 below.

Table 3. Minimum approach distances (MAD) from energized conductors for qualified line-clearance arborists and qualified line-clearance arborist trainees.

Voltage Range (Phase-to-Phase)	Altitude Correction Factor Sea Level to 5,000 ft (0-1,524 m)* Phase-to-Ground		Altitude Correction Factor 5,000 to 10,000 ft (1,524-3,048 m)* Phase-to-Ground		Altitude Correction Factor 10,000 to 14,000 ft (3,048-4,267 m)* Phase-to-Ground	
kV	ft-in	m	ft-in	m	ft-in	m
0.050 to 0.300	*Avoid Contact*		*Avoid Contact*		*Avoid Contact*	
0.301 to 0.750	1-02	0.356	1-04	0.407	1-06	0.458
0.751 to 5.0	2-03	0.686	2-06	0.762	2-09	0.839
5.1 to 15.0	2-03	0.686	2-07	0.788	2-10	0.864
15.1 to 36.0	2-08	0.813	3-01	0.940	3-04	1.016
36.1 to 46.0	2-11	0.889	3-04	1.016	3-08	1.118
46.1 to 72.5	3-06	1.067	4-00	1.220	4-04	1.321
72.6 to 121.0	3-11	1.194	4-06	1.372	4-10	1.474
121.1 to 145.0	4-06	1.372	5-02	1.575	5-07	1.702
145.1 to 169.0	5-01	1.550	5-09	1.753	6-03	1.905
169.1 to 242.0	7-00	2.134	7-11	2.413	8-07	2.617
242.1 to 362.0	11-09	3.582	13-06	4.115	14-07	4.445
362.1 to 420.0	14-08	4.471	16-09	5.106	18-02	5.538
420.1 to 550.0	17-06	5.334	20-00	6.096	21-08	6.604
550.1 to 800.0	23-09	7.239	27-02	8.281	29-05	8.967

*From 29 CFR 1910.269 Tables R-6 & R-7 altitude corrected [R-5] for 1,500 m, 3,000 m, & 4,200 m.

- Prior to commencement of any work, in conformance with ANSI Z133 and OSHA 1910.269, Contractor shall perform a job briefing with all workers by the qualified arborist in charge.

    - An additional job briefing shall be conducted by Contractor if a significant change in the work, tree or site conditions (e.g. wind strength, rain) occurs. The qualified arborist in charge shall ensure workers understand and can conform to the proper use of equipment at the job site and recognized safe work practices.

- In conformance with ANSI Z133, Section 3.2 and OSHA 1910.38, Contractor shall document an emergency action plan that will be maintained at the workplace and available for Contractor workers to review. Contractor workers shall be trained and competent at conducting their job as it applies to the emergency action plan.

Contractor shall ensure tools and equipment are appropriate for the tasks and working conditions and maintained and used in conformance with the manufacturer's recommendations.

- The location of equipment assigned to Contractor for supervising and/or producing vegetation maintenance work shall be available to Operator in an automated, near real-time format.

Contractor shall recognize its workers play a critical role in promoting positive customer relations. Contractor workers shall uphold courteous and professionalism when interacting with the public, and shall adhere to the following guidelines:

- Be prepared to correctly address questions, concerns and misconceptions about vegetation management;
- Listen to customer questions or concerns and attempt to inform about the importance of the work;
- If performance of services is significantly affected by such public interactions, refer the customer to the supervisor and move on to the next job;
- If workers cannot provide an adequate answer, the question shall be referred to their supervisor. The supervisor should then respond to the customer in a prompt and courteous manner to resolve the concern;
- Contractor workers shall present themselves, Contractor, and Operator in a professional image. Clothing shall be neat, and in good repair, free from holes suited to the work performed and appropriate to the working environment. Shirts and/or vests identifying workers as Contractor to Operator shall be worn during working hours. This includes, but is not limited to:
    - Long trousers
    - Work boots with ankle support and grip soles
    - Long or short-sleeved shirt
    - All personal protective equipment (PPE) as appropriate for work conditions
    - Hi-visibility shirt or vest
    - Operator approved identification (ID badge or other)

Contractor shall conduct regular quality control inspections and assessments as follows:

- Contractor supervisors shall perform ongoing quality control assessments of work produced by workers to confirm work produced is in conformance. These assessments shall be performed more frequently if unsatisfactory performance has been identified by Operator or Contractor
- Contractor shall complete quality control on a project prior to submitting or reporting a project or a portion of a project is complete and ready for Operator acceptance inspection
- Contractor shall include record of quality control performed in documentation submitted to Operator as part of the project acceptance process.

(collectively, the "**Services**").

2. General

2.1 **Licenses, Permits and Authorizations**

In accordance with the General Terms and Conditions, Contractor shall obtain and pay for all licenses, permits and authorizations required for the performance of the Services. Notwithstanding the foregoing, Owner shall only obtain and pay for the licenses, permits as detailed below:

N/A

2.2 **Inspections and Testing:**

The inspections and testing required to be performed by the Contractor in connection with the Services described herein is as follows:

All necessary inspections and servicing to ensure personnel and equipment are both fit and ready for service to be provided. This includes but limited to aerial bucket inspections, applicable dielectric testing of tools and equipment, testing and compliance with prescribed testing dates and certification of personal protective equipment (PPE).

2.3 **Owner Supplied Items:**

The following items shall be provided by Owner to Contractor for Services performed pursuant to this Exhibit B:

N/A

3. Subcontractors and Key Personnel:

3.1 Subcontractors – neither Owner nor Contractor may assign this Contract or subcontract or otherwise delegate any performance of this Contract without other party's prior written consent. Notwithstanding the foregoing, this Contract shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA.

None – potential subcontractors will be approved in writing.

3.2 The following table sets forth the key personnel (the "**Key Personnel**") that have been approved by Owner for the purposes of completing Services required by this Exhibit B.

Name	Role
[redacted]	Project Manager
[redacted]	Project Manager

EXHIBIT "C"

PRICE AND WORK SCHEDULE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Exhibit, acronyms and terms that are not defined herein shall have the meanings ascribed to them in the General Terms and Conditions and Exhibit B, Scope of Work and Technical Requirements. In this Exhibit, all the following terms shall have the meanings ascribed to them below:

"Contract Price"	shall have the meaning ascribed thereto for Lump Sum Services in Attachment 1 to this Exhibit "C" or Reimbursable Services in Attachment 2 to this Exhibit "C", respectively and in the event the Services comprises a mixture of Lump Sum Services or Reimbursable Services, the "Contract Price" shall mean the sum of the Lump Sum Services Contract Price and the Reimbursable Services Contract Price.
"Excluded Costs"	shall have the meaning ascribed thereto in Section 2.2.

2.1 Interpretation

Unless otherwise expressly stated:

(a) all references to an "Article" in this Exhibit shall be to an Article of this Exhibit, unless the reference to an "Article" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to an Article of that Attachment or Annex, as applicable;

(b) all references to a "Section" in this Exhibit shall be to a Section of this Exhibit, unless the reference to a "Section" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to a Section of that Attachment or Annex, as applicable;

(c) any reference to an "Attachment" shall be to an Attachment to this Exhibit, and any reference to "this Attachment" shall be a reference to the Attachment in which such reference is made, as applicable; and

(d) any reference to "this Exhibit" in this Exhibit "C" or any Attachment or any Annex to this Exhibit "C" shall be to this Exhibit "C".

2.2 Notwithstanding Owner's obligation to reimburse Contractor in accordance with, and subject to, the terms of the Contract, for clarity, each of the following costs shall be for the sole account of Contractor and shall not be for Owner's account, unless approved in writing by Owner:

(a) entertainment and personal expenses incurred by Contractor or any of Contractor's personnel;

(b) costs incurred by Contractor as a result of, or to cure, any breach or violation of this Contract by Contractor or any of Contractor's personnel, unless otherwise provided by the Contract;

(c) costs excluded by the provisions of this Contract;

(d) any deductibles payable in respect of Contractor's insurance;

(e) indemnity costs incurred by Contractor or its personnel pursuant to this Contract;

(f) costs of any of Contractor's Personnel, including subcontractors not approved in writing by Owner pursuant to this Contract;

(g) Contractor's share (including legal costs) of the costs of any arbitration proceeding or award pursuant to Article 15 the General Terms and Conditions;

(h) Contractor's costs of obtaining any applicable permits, approvals, or other permissions required for Contractor to carry on business in the jurisdiction where the Services are to be performed;

(i) costs resulting from any termination of this Contract or any portion thereof due to the default of Contractor pursuant to this Contract;

(j) costs to Contractor with respect to Article 6 Warranty and Inspection of the General Terms and Conditions;

(k) fines, penalties, charges, and other costs incurred by Contractor due to its performance of the Services contrary to any laws; and

(l) business or first-class airfare for Contractor's personnel, unless with Owner's prior written approval.

ATTACHMENT 1

LUMP SUM

1. LUMP SUM CONTRACT PRICE

1.1 **Contract Price**

2. Services in this Contract will not use the lump sum price structure. Therefore, this Attachment 1 is not applicable for this Contract.

ATTACHMENT 2

REIMBURSABLE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Attachment, the following terms shall have the meanings ascribed to them below:

"All-Inclusive Charge Out Rate"	means the total hourly rate specified in the All-Inclusive Charge Out Rate column of the table in Annex 2 to this Attachment, which rate is inclusive of any and all amounts, including any and all fees, costs (direct or indirect), profits, charges, overheads, and burdens (including payroll burdens), that Contractor may incur in connection with the performance of the Services.
"Equipment Rate"	means the total rate specified in the Equipment Rate column of the table in Annex 3 to this Attachment, which rate is inclusive of any and all amounts, including any and all fees, costs (direct or indirect), charges, overhead and burdens, related to the Equipment Type identified in the corresponding column
"Pass-Through Costs"	has the meaning ascribed thereto in Section 3.2(a).

2. REIMBURSABLE CONTRACT PRICE

2.1 Contract Price

Subject to the terms of this Exhibit, the full and total compensation payable to Contractor for the Reimbursable Services shall be the sum of the following amounts, which amounts comprise the **Reimbursable Contract Price**:

(a) All-Inclusive Charge Out Rates (x volume);

(b) Equipment Rates (x volume); and

(c) Pass-Through Costs.

2.2 Target Reimbursable Contract Price

The estimated Reimbursable Contract Price for all of the Services in this Contract shall in no event exceed the total **$5,000,000** per year (the **"Target Reimbursable Contract Price"**). The Target Reimbursable Price shall not be exceeded without prior written approval by Owner, as evidenced by a change order.

2.3 No Other Amounts Payable to Contractor

The reimbursement of the Reimbursable Contract Price by Owner to Contractor shall be the full and total compensation due by Owner to Contractor for full, timely and complete performance by Contractor of all Services.

2.4 Duty to Minimize Costs

Subject to the provisions of this Contract and respecting quality and standard of Services, Contractor shall use reasonable efforts to minimize the amount of the Reimbursable Contract Price payable by Owner to Contractor in respect of the performance of the Services under this Contract. In particular, but without limitation, Contractor shall use personnel, subcontractors, and equipment in such a manner and take such other steps, as may be necessary or desirable to minimize the amount of costs incurred by Contractor in respect of the Services and any delay thereto.

2.5 Entitlement to Reimbursable Contract Price

The Reimbursable Contract Price shall be earned by, and be payable to, Contractor only upon:

(a) achievement of the specific Milestones specified in the Work Schedule attached hereto as Annex 1;

(b) the request for payment of that portion of the Services for which the Reimbursable Contract Price are being invoiced and submitted in compliance with this Contract; and

(c) such Reimbursable Contract Price Services being authorized by Owner pursuant to the Contract.

2.6 Timing of Invoices

Contractor shall only be entitled to submit any Contractor's invoice to Owner as per Exhibit A, Section 8 "Payment Terms and Audit", and then only in respect of the Reimbursable Contract Price relating to Services performed.

2.7 Daily Work Reports

Contractor shall, at the end of each day (or as otherwise directed by Owner) during the performance of the Services, deliver to Owner's Representative, or any Owner personnel designated in writing from time to time by Owner's Representatives, signed daily time sheets for review by Owner's Representative. Such day-time sheets shall list each of Contractor's personnel's name, hours, and category (corresponding with the categories listed in Annex 2 hereto), and information relating to equipment including the type used, number and usage where categories shall correspond with the categories listed in Annex 3 hereto. Owner's Representative will use its reasonable efforts to identify any clarifications it may have therewith. No such review by Owner, or Owner's Representatives or its designee shall in any event release Contractor from any of its obligations under this Contract.

3. ALL-INCLUSIVE CHARGE OUT RATE - COMPOSITION AND ADJUSTMENTS

3.1 Calculation of All-Inclusive Charge Out Costs

(a) The All-Inclusive Charge Out Rate specified in the table in Annex 2 to this Attachment is a dollar per hour amount to be charged to Owner by Contractor for the categories of Services described in Annex 2.

(b) The All-Inclusive Charge Out Rate shall not (nor shall any of its component parts) be increased or decreased during the term of Contract, except as otherwise specified by a change order issued by Owner pursuant to the Contract.

3.2 Pass-Through Costs

(a) "**Pass-Through Costs**" means Contractor's actual, verifiable, and auditable costs incurred in respect of:

(i) the cost to Contractor of all sub-contracts;

(ii) Taxes payable by Owner; and

in each case, as such costs directly relate to the performance of the Services and except where expressly excluded.

(b) Pass-Through Costs shall not be subject to any mark-up or profit in favor of Contractor.

(c) Only costs described in Section 3.2(a) above shall be considered "Pass Through Costs".

(d) Pass-Through Costs shall only be reimbursable by Owner to Contractor if incurred with Owner's prior written approval and Contractor has used reasonable endeavors to minimize those costs, having regard to Contractor's obligations concerning quality and standard of performance under this Contract.

Annex 1 (to Attachment 2)

WORK SCHEDULE

In most cases, work prescriptions will be included in the project Scope/Statement of Work (SOW) or Work Order provided to Contractor by Operator.

Work Commencement, Modification, Interruption, and Completion

Contractor shall provide Operator a schedule for each assigned project and provide timely updates of progress. Contractor shall provide notification of a material departure from intended schedule as well as proposed changes to scope and schedule for each project, as applicable.

- Contractor shall notify Operator a minimum of five (5) business days prior to commencement of work on a project.

- Contractor shall provide weekly updates on all projects to Operator. Operator may establish specific reporting of completion of work for specific projects.

- Operator or Contractor shall notify the other party of the potential need for modification to the project whenever those modifications will significantly impact project performance. Significant modifications may include, but are not limited to modifications that change cost, scope of work, or conformance with the work specifications or requirements of this Contract.

- Operator shall be notified as soon as practicable if Contractor identifies any potential interruption to work on a project. Operator shall be notified of any unanticipated interruptions when said interruptions occur including the cause of the interruption and estimated date of resumption of work.

- Vegetation work should not be conducted during adverse weather conditions where there is heightened risk of injury by falling trees and tree parts and/or electrical contacts. Generally, this includes during tropical storm and similar conditions. Contractor to notify Operator immediately if adverse weather conditions will disrupt or modify Services.

- Contractor shall notify Operator a minimum of five (5) business days prior to the anticipated completion of a project.

Property Owner Contact

- In most cases customers will be contacted and informed of the work in the project planning phase and in vegetation maintenance prescriptions for the project by Operator or Owner but Contractor may be required to provide notification, if directed by Owner or Operator.

- Contractor shall provide property owners with a courtesy notice of pending work. This notice shall occur ten (10) to fourteen (14) days prior to commencement of work and may use a door hanger approved by LUMA that includes identification of the work to be completed including, but not limited to:

    - Contractor name and contact name, phone number, and email address
    - General description of the work
    - Approximate dates or date range when work will be performed

Right to Perform Vegetation Maintenance

- Permission from property owners is generally not required nor sought for vegetation maintenance work within the PREPA standard easement.

- For work on trees outside of the PREPA standard easement, Contractor shall obtain permission from the property owner in writing including species, size, and location, of the tree(s) to be removed. The property owner must date and sign the removal permission document.

- Upon request, documentation of proposed removal and property owner permission shall be submitted to the Operator representative for approval.

Worksite Access

- Access in and out of worksites should be within PREPA standard right-of-way or public rights-of-way whenever safe and practical.

- Access across private property should only occur when required to ensure worker safety, or if no other practical means are available

    - When access is required through private property, Contractor shall provide prior notice to the property owner. Access arrangements shall be the sole responsibility of Contractor.

    - Notification may be by door hanger or personal contact, or other method approved by Operator. Where PREPA does not possess access rights, permission shall be obtained from the property owner in writing.

    - Information provided to property owners shall include, at a minimum:

        - Contractor name and contact information

        - Address of the property

        - Purpose of access

        - Location(s) on property of access point and routes

        - Additional information relevant to the job

- Access Care and Management:

    - Gates shall be closed and secured as specified by the property owner or as found by Contractor at the time of entry. Fences taken down or opened shall be restored to as good as or better than original condition.

    - Effort shall be made to prevent damage to fences, roads, bridges, drainage ditches, dams, ponds, crops, and all other real property.

- Should damage occur, Contractor shall contact property owner and make arrangements to restore damaged property to a reasonable, functional condition comparable to conditions immediately prior to access.

Annex 2 (to Attachment 2)

ALL-INCLUSIVE CHARGE OUT RATES[1]

Rates are valid from the Effective Date – June 30, 2023. Rate changes to be submitted to Operator by Contractor in writing with a minimum of thirty (30) days' notice.

Position Description	BASE PAY	COST	BILLING RATE per Hour
Supervisor	$28.00	$42.73	$49.14
Crew leader	$23.00	$36.00	$41.40
Qualified Line Clearance Arborist (QLCA)	$21.00	$33.30	$38.30
QLCA Trainee	$19.00	$30.61	$35.20
Equipment Operator	$20.00	$31.96	$36.75
Groundman	$15.00	$25.23	$29.01
Flaggers	$15.00	$25.23	$29.01
Pre-notifiers (field techs)	$15.00	$25.23	$29.01
Project Manager	$50.00	$72.35	$83.20
Project Leader	$45.00	$65.62	$75.46
Operational Manager	$35.00	$52.15	$59.98
Superintendent	$35.00	$52.15	$59.98
Safety Officer	$35.00	$52.15	$59.98
Quality Officer	$30.00	$45.42	$52.24
Environmental Officer	$30.00	$45.42	$52.24
Arborist	$40.00	$58.89	$67.72
Mechanic	$22.00	$34.65	$39.85

Rate Notes:

- All rates are in US Dollars
- Labor rates apply for training required under this Contract. Training related to Contractor policies and on-the-job training are included in the billing rates and are not to be billed at separate hourly rates.
- Labor rates are applicable to work performed by Contractor and do not include subcontracted work
- Overtime rates are charged for any hours over 8 hours per day or 40 hours per week (or if a four-day work week is adopted under this Contract, any hours over 10 hours per day or 40 hours per week) and require approval by Operator. The below overtime rates are valid from the Effective Date – June 30, 2023.

- Overtime rates are charged for hours worked on Sundays or holidays, as defined below, and require approval by Operator. The below rates are valid from the Effective Date – June 30, 2023.

    - Holidays: New Year's Day, 3 Kings Day/Epiphany, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Actual observed dates for the holidays will be confirmed by Operator to Contractor in writing each year. This list is subject to change.

Position Description (Overtime)	Base Pay (Wage) Per Hour	Total Cost per Hour	Billing (Overtime) Rate per Hour
Supervisor	$42.00	$61.58	$70.82
Crew leader	$34.50	$51.48	$59.20
Qualified Line Clearance Arborist (QLCA)	$31.50	$47.44	$54.56
QLCA Trainee	$28.50	$43.40	$49.91
Equipment Operator	$30.00	$45.42	$52.24
Groundman	$22.50	$35.32	$40.62
Flaggers	$22.50	$35.32	$40.62
Pre-notifiers (field techs)	$22.50	$35.32	$40.62
Project Manager	$75.00	$106.01	$121.91
Project Leader	$67.50	$95.91	$110.30
Operational Manager	$52.50	$75.72	$87.07
Superintendent	$52.50	$75.72	$87.07
Safety Officer	$52.50	$75.72	$87.07
Quality Officer	$45.00	$65.62	$75.46
Environmental Officer	$45.00	$65.62	$75.46
Arborist	$60.00	$85.81	$98.69
Mechanic	$33.00	$49.46	$56.88

- Rates do not include applicable sales taxes; any applicable sales taxes will be invoiced at cost and as a separate line item to Operator.

- Rates do not include mobilization to Puerto Rico; any mobilization charges will be invoiced at cost and as a separate line item to Operator. Contractor will provide estimates for review and approval by Operator prior to initiation of mobilization.

Annex 3 (to Attachment 2)

CONTRACTOR EQUIPMENT RATES[1]

Rental Equipment	Billable Rate per Hour
2-5 Cubic Yard Dump Truck	$ 22.00
5-10 Cubic Yard Dump Truck	$ 25.00
10-20 Cubic Yard Dump Truck	$ 30.00
20-30 Cubic Yard Dump Truck	$ 32.00
30-40 Cubic Yard Dump Truck	$ 55.00
40-50 Cubic Yard Dump Truck	$ 50.00
50-60 Cubic Yard Dump Truck	$ 60.00
60-70 Cubic Yard Dump Truck	$ 80.00
70+ Cubic Yard Dump Truck	$ 100.00
Grapple Truck –20 to 25 Cu. Yds.	$ 60.00
Grapple Truck –25 to 30 Cu. Yds	$ 80.00
Grapple Truck – 30 to 35 Cu. Yds.	$ 90.00
Grapple Truck – 35+ Cu. Yds.	$ 100.00
Bucket Truck – Up to 50' reach	$ 45.00
Bucket Truck – Up to 80' reach	$ 60.00
Bucket Truck – Up to 100' reach	$ 120.00
Crane Under up to 25 Ton	$ 225.00
Crane 25 to 50 Ton	$ 240.00
Crane- 50 to 100 Ton	$ 255.00
Crane- Above 100 Ton	$ 275.00
Small Backhoe loader*	$ 100.00
Small bulldozer*	$ 80.00
Small excavator *	$ 120.00
Small Wheel Loader*	$ 95.00
Small wood chipper	$ 20.00
Medium Backhoe Loader*	$ 110.00
Medium bulldozer*	$ 150.00
Medium excavator*	$ 150.00
Medium Wheel Loader*	$ 140.00
Medium woodchipper	$ 40.00
Large Backhoe Loader*	$ 125.00
Large Bulldozer*	$ 270.00
Large Excavator*	$ 250.00
Large Wheel Loader*	$ 160.00

Large wood chipper	$ 60.00
Fuel Truck Small[2]	$ 125.00
Fuel Truck Medium[2]	$ 200.00
Fuel Truck Large[2]	$ 250.00
Self-Loading Knuckleboom Small Capacity	$ 135.00
Self-Loading Knuckleboom Medium Capacity	$ 145.00
Self-Loading Knuckleboom Large Capacity	$ 155.00
Stump Grinder - Small	$ 90.00
Stump Grinder - Medium	$ 110.00
Stump Grinder - Large	$ 130.00
Vacuum Truck Small	$ 125.00
Vacuum Truck Medium	$ 135.00
Vacuum Truck Large	$ 145.00
Passenger Car - Full Size	$ 15.00
Passenger Van- Medium Size	$ 24.00
1/2 ton Pickup Truck	$ 20.00
Broom Truck with Vacuum	$ 300.00
Electric Generator – Up to 25kw	$ 150.00
Grinder	$ 80.00
Log Skidder Cat 555d or Equivalent	$ 300.00
Lowboy Trailer	$ 100.00
Luminaire Tower With Generator	$ 100.00
Mechanic Service Truck	$ 200.00
Motor Grader	$ 150.00
Office Trailer up to 53 Ft.	$ 50.00
Portable Toilet (Port A John)	$ 15.00
Power Saw, Circular	$ 17.00
Signal Truck with Impact Attenuator	$ 160.00
Skid Steer*	$ 50.00
Tools and Materials Trailer Up to 53 Ft.	$ 75.00
Trash Transfer Trailer With Tractor	$ 250.00
Walking Floor Trailer With Tractor	$ 130.00
Water Truck	$ 125.00
Herbicide Pickup with Tank	$ 80.00

[1]Rates are per hour, unless specified otherwise.

[2] Does not include gasoline

Rate Notes:

- All rates are in US dollars
- Rates do not include applicable sales, use, or excise taxes; any applicable taxes will be invoiced at cost and as a separate line item to Operator.

EXHIBIT "D"

HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

1. SUPPLEMENTAL SAFETY TERMS AND CONDITIONS

1.1 The Contractor shall comply with the following:

(a) The Supplemental Safety Terms and Conditions are intended to supplement and not replace the safety provisions in Exhibit A Standard Terms and Conditions. In the event of a conflict between the applicable Exhibit A Standard Terms and Conditions and these Supplemental Safety Terms and Conditions, the terms of these Supplemental Safety Terms and Conditions shall apply.

These Supplemental Safety Terms and Conditions shall also apply to any subcontractors that contractor may use for the work. **Contractor is responsible for ensuring that its subcontractors are aware of and comply with these Supplemental Safety Terms and Conditions**. The contractor must provide proof, via written communication, that these supplemental safety terms and conditions have been reviewed with the subcontractors and acknowledged.

Contractor's failure to comply with these Supplemental Safety Terms and Conditions shall be cause for the Contractor to be terminated and contractor to be removed from Operator's Approved Bidder's List.

2. GENERAL

2.1 Contractor is hereby reminded that Operator's Contractor Safety Management System will be in effect. Contractor's safety performance will be monitored and evaluated during the project by Operator.

2.2 Contractor shall adhere to all applicable local, state, and federal regulations and all rules and policies set forth in Contractor's own Safety Manual. Contractor shall immediately correct any deficiency brought to the attention of Contractor by Owner or Operator. Repeated safety violations, severe violations, or events are cause for the Contractor to be terminated and removed from Operator's Approved Bidder's List.

2.3 Contractor shall adhere to all written Safety Directives issued by Operator.

2.4 All persons who enter the site shall have completed the Operator Contractor Safety Orientation. This training shall be valid for one year and must be refreshed annually.

2.5 Owner or Operator shall have the authority to immediately stop Contractor's Work indefinitely for operations, which in the opinion of Owner, constitute a safety concern. It is the responsibility of Contractor to adequately satisfy Owner of any remediation necessary to provide a safe and healthful workplace.

2.6 Contractor shall have qualified and competent supervision at the Site at all times to direct and observe the Work. The individual(s) providing the qualified and competent supervision is permitted to perform Work activities; however, these activities can not interfere with ability to direct and observe the Work.

2.7 Contractor shall appoint a qualified and competent representative anytime Contractor has subcontractors working onsite without Contractor present. This representative shall be onsite at all times while Work is being performed by subcontractor.

2.8 If Contractor in good faith believes that any rule or procedure set forth in these Supplemental Safety Terms and Conditions will put its employees or others at risk, Contractor shall immediately notify Owner and shall cooperate with Owner to develop a mutually acceptable alternative procedure.

3. CONTRACTOR SAFETY REPRESENTATIVE

3.1 Contractor shall provide a full-time on-site safety representative per forty (40) employees on each project (Contractor and its subcontractors).

3.2 The full-time on-site safety representative/s shall assist Contractor Management with the initiation, enforcement, maintenance, and administration of job site safety and other loss prevention programs associated with the Work.

3.3 Owner may request Contractor to provide a full-time safety representative for Work with fewer than 40 employees if Owner determines the nature of the Work justifies additional safety oversight. A risk analysis of the project will be performed to assist in determining this requirement.

4. MONTHLY SAFETY REPORTING

4.1 Contractor must report the following:

(a) Hours worked monthly and year-to-date on Operator projects

(b) First Aid Events monthly and year-to-date on Operator projects

(c) OSHA Recordable Events monthly and year-to-date on Operator projects

The above requirements must be reported by the 4th working day of the following month.

5. EVENT REPORTING

5.1 When working for Operator, once the scene is secure, Contractor shall report all events immediately to the Operator project representative. Following initial notification, standardized incident reports shall be completed and submitted to the Operator HSEQ Department.

(a) An initial written report shall be submitted by 8:00 am the following day. Within 5 days, Contractor shall submit an in-depth written report.

5.2 All environmental spills must be reported immediately to the Operator project representative as appropriate.

6. JOB HAZARD ANALYSIS

6.1 Before any Work begins and before changing any Work procedures or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written report identify all potential Work site risks. The JHA shall include: 1) step-by-step plan for the job to be performed, 2) risks/hazards associated with the job, and 3) control measures that Contractor will take to eliminate or control these potential risks/hazards.

6.2 Contractor's assigned supervisor/lead shall review the JHA with each crewmember prior to the start of each job and anytime the Work procedure changes. Additionally, the Contractor's assigned supervisor / lead shall review the JHA with each crewmember after lunch and/or significant break in the Work. Each crewmember must sign their name verifying they understand and will adhere to the JHA.

6.4 Contractor's supervision shall conduct a JHA review with all persons who enter the work zone. This review shall include a scope of Work and any hazards present at the site.

6.5 Contractor shall make its JHA reports available to Owner or Operator upon request.

7. PERSONAL PROTECTIVE EQUIPMENT

7.1 Contractor is responsible for requiring the use of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions.

7.2 Contractor and subcontractor employees shall wear at a minimum the following personal protective equipment (PPE) while in any construction area:

(a) Hardhat

(b) Safety Glasses or Prescription Safety Glasses with Side Shields that meet the specifications of ANSI Z87

(c) Approved hearing protection devices in designated areas

(d) The outermost layer of clothing on the upper body must be High Visibility and Reflective

(e) Work gloves appropriate for the potential hazards of the job tasks. Note: Jersey gloves are not permitted to be worn as the only means of protection.

(f) Protective toe footwear that meet the safety-toe specifications of ASTM F2413 with a compression rating of C75 (i.e. safety toe shoes)

(g) Employees that climb structures shall wear a shoe with a defined heel.

(h) 100% Fall Protection when climbing on wooden structures.

(i) Additional PPE may be required based on the Contractor's PPE Assessment.

(j) Open-toed, open-heeled, athletic footwear and tennis shoes are prohibited.

7.3 Contractor employees shall wear fire retardant (FR) clothing when working on or near energized equipment. While not all-inclusive, the following list provides examples:

(a) When working within the minimum approach distances

(b) When rubber gloves or rubber gloves and sleeves are required

(c) When performing hot-stick Work

(d) When bonding or working "bare hand method"

(e) When grounding conductors or equipment

(f) When testing lines or equipment to be de-energized

(g) When performing switching operations

(h) When entering enclosed/confined spaces with energized lines or equipment

(i) When disconnecting or connecting testing meters

(j) When an employee is required to physically assist with energized Work on lines or equipment where mechanical failure or human error could expose employee to a flash

(k) Additionally, an employee entering a station under the control of a Dispatch Authority shall be required to wear fire retardant clothing unless specifically exempted by Operator.

8. SUBSTATION/SWITCHYARDS

8.1 Contractor shall have all employees in a supervisory role qualified to enter an energized substation. This training is commonly referred to as Station Entry Training. Supervisory employees shall be trained and competent in the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills and techniques necessary to determine the nominal voltage of exposed live parts, and the minimum approach distances corresponding to the voltage to which the qualified employee will be exposed. A record of this training must be maintained by Contractor and made available to Owner or Operator upon request.

8.2 Employees not OSHA station entry qualified shall be under direct supervision of a qualified supervisor. In this case, if the supervisory employee leaves an electrical station site where Work is being performed, all employees must leave the site as well.

8.3 All substation gates shall remain closed and locked at all times unless under direct observation by an attendant.

8.4 Upon entry/exit of a substation, Contractor shall notify the appropriate Dispatch Authority.

8.5 Excavation Inside Energized Stations – Approval shall be attained prior to using mechanical devices to perform excavation inside an energized substation. Excavations shall be barricaded at the end of each shift.

9. FIREARMS, ALCOHOL, AND DRUGS

9.1 Firearms, alcohol, illegal drugs (marijuana, cocaine, etc…) or drugs taken for non-medicinal purposes are prohibited on all Owner controlled sites.

9.2 Contractor shall be responsible for its and its subcontractor employees who are under the care of a physician and are taking prescribed medicine, which may alter the employee's physical or mental ability. Contractor shall determine the necessity to change and adjust accordingly the employee's job assignment while undergoing treatment.

9.3 If firearms or suspected illegal drugs are discovered on any Operator worksite, the following guidelines should be followed by whoever discovers the firearms or suspected illegal drugs:

(a) First, if possible, without putting themselves or others in harm's way, attempt to secure the location and ensure that others cannot come in contact with the firearms or suspected illegal drugs. Do not handle or move firearms or suspected illegal drugs from their discovered location.

(b) Second, immediately contact the Operator representative and together make a decision whether or not the situation requires a call to the local law enforcement authorities. Immediately call the local law enforcement authorities and report the discovered items if (a) neither the Operator representative is available; (b) there is a threat of harm to any person; or (c) there is a risk of improper removal or disposal of the firearms or illegal drugs.

(c) Third, call local Operator Security personnel.

(d) Fourth, for incidents involving Contractor personnel, Contractor shall submit reports according to Section 4.0 Event Reporting.

10. DRUG/ALCOHOL TESTING

10.1 All Contractor and its subcontractor employees must complete and pass the following drug/alcohol testing:

(a) Operator Pre-Employment (48 hours or less prior to first employment on an Operator site)

(b) Post Event (within two hours) on all employees involved in any safety related event

(c) Random

(d) Reasonable Suspicion

(e) If not subjected to a test listed above, Contractor and subcontractor employees must be tested a minimum of once every 12 months.

10.2 Screening substances and their associated cut-off limits will be the same as listed in the applicable General Terms and Conditions. Contractor shall incur all costs associated with the drug testing identified in this section.

10.3 Contractor shall share test results with Owner upon request to the extent allowed by applicable federal, state, or local law. If applicable, Contractor will ensure that employees, agents, subcontractors, or independent contractors and the

(a) employees of subcontractors or independent contractors sign an appropriate authorization prior to such tests being conducted, acknowledging the tests are being conducted and authorizing the information obtained to be provided to the Owner.

10.4 Contractor shall have and ensure compliance with a comprehensive substance abuse/drug and alcohol policy that complies with all applicable federal, state, and/or local statues or regulations.

11. TRAINING REQUIREMENTS

11.1 It is Contractor's responsibility to ensure their employees and subcontractors' employees are appropriately trained, qualified, and competent to perform assigned tasks and associated Work. Qualifications and training shall be documented by Contractor and available to Owner or Operator upon request.

11.2 Contractor's and its subcontractors' Site Supervision shall have successfully completed the OSHA 30-Hour for Construction Training or the OSHA ET&D 20 and 10 Hour Training Courses. "Site Supervision" is defined as personnel with responsibility for making job site Work

assignments, personnel with overall responsibility for the Work, and any person leading a crew or Work group (Foreman, Superintendent, Crew Leader, Lead Lineman, etc.). Newly appointed or hired supervision shall complete the OSHA 30-Hour for Construction Training or the OSHA ET&D 20- and 10-Hour Training Courses before assuming the supervisory position.

11.3 All Contractor and subcontractor employees who are performing Work on Operator Transmission Work sites shall have successfully completed the OSHA 10-Hour for Construction Training. New employees shall be trained within fourteen (14) calendar days of starting their first assignment on an Operator site.

(a) If Contractor and subcontractor employees have training that is equivalent to the OSHA 30-Hour or OSHA 10-Hour, Contractor shall submit an overview of the program and documentation of this training to Owner. Owner my require OSHA Training in addition to such training, provided Contractor shall be responsible for the sufficiency of its training program.

11.4 Contractor shall submit their annual training plan to Owner for review and approval.

11.5 First Aid/CPR Training – A minimum of two currently trained persons in First Aid and CPR shall be present for each crew. This is applicable to all crews except for those performing Electrical Work under 600V.

11.6 Contractor and subcontractor shall incur all costs associated with the training of their employees.

11.7 Prior to entering the Site and during the term of the Contract, Contractor shall provide to Owner a list of all individuals (whether it's or its subcontractors' employees), which Contractor intends to use at Owner's Sites. The list shall identify the individuals by their name and the last three digits of the individual's Social Security Number.

11.8 Contractor shall provide Owner with the names and reasons for removal, when an employee is removed from Owner's property due to lack of safety performance or not meeting the drug / alcohol testing requirements.

11.9 Owner, in its sole discretion, may deny access to any individual who has previously been removed from a Work Site by Owner or any of its affiliates for safety reasons.

11.10 Contractor may request a restricted employee to be cleared for Work. A letter addressing the original safety violations or reason for suspension with any documentation supporting the request shall be sent to Owner for approval. The employee shall not work at any of Owner's Work Sites until approved by Owner, which approval may be withheld at the sole discretion of the Owner.

12. JOB SITE COMPLIANCE AUDITING

12.1 If Work is greater than two weeks in duration, a Contractor safety professional shall perform and document one job site audit on each Owner job site a minimum of once per month.

12.2 If there is a full-time Safety Representative assigned to the job site, daily site audits shall be performed and documented.

12.3 Contractor site supervision shall perform and document a minimum of one job site safety audit per week.

12.4 Contractor management personnel shall perform and document one job site safety audit per quarter.

12.5 Audits shall be maintained for the duration of the Work and shall be made available to the Owner or Operator upon request.

13. EMERGENCY PLANNING

13.1 All job sites must have emergency communication and an emergency response plan that has been communicated and understood by all Contractor and subcontractor employees. The plan shall include at a minimum:

(a) Emergency Contacts

(b) Location and Name of Local Emergency Services

(c) On-site communication methods

(d) Location and directions (including maps) to the nearest medical facility

(e) Procedure to follow in the event of an emergency

(f) All Contractor and subcontractor employees shall drive the route to the nearest medical facility prior to any Work activities occurring on the site.

14. BILINGUAL REQUIREMENTS

14.1 At a minimum, Contractor shall provide one English speaking employee for each non-English speaking crew up to 10 crewmembers. The English-speaking crewmember(s) shall be able to communicate with all other crewmembers.

15. HAZARD COMMUNICATION

15.1 Contractor shall submit a chemical inventory prior to mobilizing onto an Operator Work Site.

15.2 Material Safety Data Sheets (MSDS) shall be kept on file by Contractor and available for Contractor and subcontractor employee's and Owner's review upon request.

16. MISCELLANEOUS

16.1 Housekeeping – All trash shall be kept in proper containers and disposed of properly.

16.2 Cable Verification – Immediately prior to cutting any control cable, Contractor personnel shall have a second person verify that it is the proper cable and that it is de-energized.

16.3 GFCI – All extension cords and electric hand tools shall be plugged into a GFCI provided by the contractor. Contractor personnel shall not rely on the receptacles in Operator circuits.

16.4 Guard Structures – All hotline crossings and all road crossings shall be protected using a guard structure. Guard structures (including line equipment used as guard structures) shall be installed prior to disconnecting the conductor and shall remain in place until the conductor is clipped in.

16.5 Testing of Grounds – All grounds shall be tested in accordance with ASTM F2249 – 03 Standard Specification for In-Service Test Methods for Temporary Grounding Jumper Assemblies Used on De-Energized Electrical Power Lines and Equipment.

16.6 Placement of Grounds – The location of all grounds on Transmission Line Work shall be tracked and documented. Grounds shall be installed/removed maintaining minimum approach distance. Grounds shall be inspected prior to each use.

16.7 Wire Skinning – All employees shall use tools specifically designed for wire skinning.

16.8 Traffic Control – All operations involving roadways shall comply with the Manual of Uniform Traffic Control Devices and/or local requirements.

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EXHIBIT "E"

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

2. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by ASUME certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

3. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

4. Any and all necessary waivers regarding the Contract have been obtained from any government entity and said waivers shall become part of the contracting file.

5. Contractor shall have delivered to PREPA prior to, or shall deliver on, the date of the Contract:

   (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

   (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the date of the Contract:

      i. a copy of Contractor's Merchant Registration Certificate;

      ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;

      iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

      iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

v. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

vii. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;

viii. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws;

ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and

x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.

(c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 5(b).

6. In providing the Services, Contractor, covenants, represents and warrants to the PREPA as follows:

(a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries (together "Contractor Group Members" and each a "Contractor Group Member") shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by Operator to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

(b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by Operator to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

(c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(d) Contractor shall promptly notify Operator in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Contract or the

Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

(e) Contractor shall at all times comply with all applicable Law regarding non-discrimination;

(f) Contractor attests, subject to the penalties for perjury, that no member of Contractor or Contractor Group, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Contract other than that which is expressly set forth in this Contract;

(g) Contractor shall inform Operator if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

(h) Contractor shall inform Operator if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

(i) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable it with respect to the T&D System (as defined in the OMA); and

(j) In providing the Services, Contractor shall:

i. to the extent that the Services are subject to rules of ethics of a profession, comply with any applicable rules;

ii. to the extent that the Services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988 ("Act 173"), comply with Act No. 173-1988, as amended; and

iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the Services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

7. **Consequences of Non-Compliance**. Contractor expressly agrees that the conditions outlined throughout this Exhibit "E" are essential requirements of this Contract. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit PREPA to terminate this Contract. PREPA shall also have the right to terminate this Contract in the event of Contractor's negligence, dereliction of duties or breach of this Contract, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

8. Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

   PREPA shall have the right to terminate the Contract in the event Contractor is convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

   Furthermore, Contractor agrees to comply with the provisions of Act No. 2-2018, as the same may be amended from time to time.

9. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.

Interagency Services Clause: Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted Services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with Owner or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These Services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this Contract.

Termination Clause: To the extent required by Act No. 3-2017 and OE-2021-003, or other applicable law, order or circular letter, the office of the Chief of Staff shall have the authority to terminate this Contract at any time; provided that in any such event Contractor shall be entitled to payment in full for the Services provided by it through the date of termination.

Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico: The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Contract.

PREPA certifies that this Contract has the appropriate governmental authorizations necessary for its execution, and according to the provisions in the Act No. 3-2017, known as the "Act to Address the Economic, Fiscal, and Budget Crisis to Guarantee the Operations of the Government of Puerto Rico." Furthermore, PREPA certifies that it has obtained written approval of the Government Chief of Staff and

the Office of Management and Budget, pursuant to Memorandum Number 2017-001 and Circular Letter 141-17.

Attachment 1

Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of the _____, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of _____ at _____ (hereinafter referred to as the "Contractor") organized as a _____ under the laws of _____ [with the Federal Identification No.] _____.
- That I am authorized to represent the Contractor and all of its partners and owners for purposes of this affidavit.
- That neither the Contractor nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Contractor's agreement with LUMA Energy ServCo, LLC while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this ____ day of _____, 20___.

By:_____
Name:
Title:

Affidavit No. ____

Sworn and subscribed before me by _____, of the personal circumstances stated above, in his/her capacity as _____ of _____; who is personally known to me or whom I have identified pursuant the following form of identification: _____, this ___ day of _____, 20___

Annex 1

Contract Certification Requirement

The following certification shall be provided to the Oversight Board and the Commonwealth's Contracting Government Entity by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor's subcontractor(s) in connection with the proposed contract[1] is (are) the following:

   Name of individual or firm, including names of principals or owners of the latter:

   Principal terms and conditions of the contractual relation and role of the subcontractor:

   Amount of proposed contract payable to each subcontractor:

2. Neither the contractor nor any of its owners[2], partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

   Name of individual or firm, including names of principals or owners of the latter:

   Principal terms and conditions of the compensation sharing arrangement and consideration for such benefit:

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

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[1] As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

[2] For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

SWORN STATEMENT

CONFLICTS OF INTEREST

I, Orlando Rodriguez Toledo, of legal age, single, and resident of San Juan Puerto Rico, hereby solemnly swear:

- That there are no present or currently planned interests relating to the work to be performed under the proposed contract that would create any actual, potential, or apparent conflict of interest or organizational conflict of interest with LUMA ENERGY, LLC or LUMA ENERGY SERVCO, LLC.

- That everything stated above is true to the best of my knowledge, information, and belief and thus, to make it public I sign this declaration in San Juan, P.R., this 28 day of MARCH, 2023.

[redacted]

Title: VP Of Business Development

Affidavit No. 465

Sworn and subscribed before me by [redacted] of the personal circumstances stated above, in his/her capacity as Vice President of Business Development of Fleet Integrated Solutions Inc.; who is personally known to me or whom I have identified pursuant the following form of identification: [redacted]0630, this 28 day of MARCH, 2023

APPENDIX C

Contractor Certification Requirement

The following certification shall be provided to the Oversight Board and the Commonwealth's Contracting Government Entity by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor's subcontractor(s) in connection with the proposed contract[6] is (are) the following:

   (Name of individual or firm, including names of principals, principal stakeholders, and owners of the latter)

   (Principal terms and conditions of the contractual relation and role of the subcontractor)

   (Amount of proposed contract payable to each subcontractor)

2. Neither the contractor nor any of its owners[7], partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

   (Name of individual or firm, including names of principals, principal stakeholders, and owners of the latter)

   (Principal terms and conditions of the compensation sharing arrangement and consideration for such benefit)

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

[6] As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

[7] For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose ofinfluencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

By: [redacted]

Date: 21/[redacted]/2022

Signature [redacted]

EXHIBIT "F"

OPERATOR ("LUMA") POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES

MESSAGE FROM [redacted]

LUMA was created to power the lives of the people of Puerto Rico through the delivery of safe, reliable, and affordable electricity. Operating safely and sustainably and in an ethical and responsible manner is critical to achieving our goals.

Our vendors play an important role in supporting our operations and upholding our commitments to our customers. Our Vendor Code of Conduct explains the principles and standards that apply to you when you are providing goods and services to LUMA. As a LUMA vendor, we expect you to share the principles described in this Code of Conduct and to apply similar standards with your own employees and across your supply chain.

By following this Code, you are upholding our mission and our core values and setting the groundwork for our joint success. We expect you—including your employees and the suppliers you yourself use—to act ethically and abide by the commitments in this Code and by other policies that may apply you as you interact with us or act on our behalf. We value our relationship with you and appreciate your efforts to fulfill these important responsibilities.

Sincerely,

[redacted]

Chief Financial Officer

OUR MISSION STATEMENT & VALUES

Our values are not just words on a page. We live them daily. Our mission is always, in every way, to continue getting better.

Mission Statement

LUMA was purposefully built for the people of Puerto Rico, to reinvigorate and transform the island's electric transmission and distribution system and to support its overall economic development. We put people first – our employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for our customers and the world around us.

We stand together, building a culture on continuous improvement with the goal of working towards a stronger Puerto Rico by delivering on our promise of excellent customer service and our commitment to Safety.

Core Values

Our Core Values define how we work and we seek out business partners who share them as well. It is important that all members of our team embrace these values, as they are fundamental to how we do business.

We live by the following values:

I. **CARE**

We seek to understand and collaborate. We care enough to challenge each other. We care about each other – and the communities where we live and work.

II. **ACCOUNTABILITY**

We are transparent, respectful and responsive. We are ethical and guided by integrity. We do the right thing. We hold ourselves and each other accountable to operational excellence.

III. **PRIDE**

We take pride in holding ourselves to the highest standards of safety and sustainability. We are invested in our people, our actions and our commitments for the long run. We celebrate our successes and continuously strive to be better.

CONDUCTING BUSINESS THE LUMA WAY

Our Expectations

LUMA's Vendor Code of Conduct ("Code") applies to all intermediaries, suppliers, consultants, contractors, contract labor and other business partners who provide goods or services to or on behalf of LUMA (collectively, "vendors"). We each play a role in upholding the principles of our Code. You are expected to ensure that all your employees or sub-vendors that perform work for LUMA read, understand and follow the Code and the underlying policies and practices that are applicable to them to avoid illegal

or unethical conduct. Compliance with this Code is a requirement for becoming and remaining a LUMA vendor.

Vendor Selection

We are committed to dealing fairly with all vendors throughout our procurement process, from bid evaluation and negotiation to award decisions and purchasing administration. We select our vendors based on objective criteria, such as technical, commercial or other legitimate business reasons. You are expected to cooperate with our procurement processes, including responding to any due diligence requests.

Speak Up

Raising awareness of possible misconduct or violations of the law or the Code is part of our commitment to creating a fair and honest culture. To ensure the highest levels of integrity throughout our supply chain, we rely on our vendors to speak up about any actual or suspected violations of the law or our Code.

If you want to come forward with any questions or concerns, you may use any of the following resources:

Your LUMA Supply Chain Representative LUMA Leadership LUMA's Director of Compliance LUMA's Ethics Helpline

LUMA's Ethics Helpline is available 24 hours a day, seven days a week, in Spanish and English. You can call the Ethics Helpline at 877-776-0993 and speak with a third-party representative, make a report via the internet at www.LUMAethicshelpline.com, or e-mail compliance@lumapr.com.

LUMA's Ethics Helpline is managed by an independent third-party service provider. You may report anonymously. All reports made to the Ethics Helpline are forwarded to LUMA's Director of Compliance for review and investigation. When you make a report to the Ethics Helpline, please provide as much information as possible. The more information you provide, the easier it will be for the Company to investigate and address your concern.

Investigation of Reports

You are encouraged to report conduct that you believe is illegal or improper. LUMA treats all reports of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all reports and take necessary action. You are expected to cooperate with any investigations. LUMA does not tolerate any form of retaliation against anyone who reports a violation of this Code in good faith or cooperates with an investigation. We also expect all our vendors to investigate any concerns that are reported to them and to take corrective measures if necessary.

Violations of Our Code

LUMA takes violations of our Code very seriously. We encourage our vendors to monitor their compliance with the Code's requirements. LUMA will monitor our vendors' compliance with this Code through audits or site visits as we deem necessary and we expect our vendors to cooperate with related requests. If any non-compliance with this Code is detected, you are expected to take reasonable steps to address, remedy, and prevent reoccurrence of the non-compliant conduct. Failure to comply with this Code may result in the termination of the business relationship between you and LUMA.

CREATING A CULTURE ●F TRUST AND RESPECT

We believe in *People First, Safety Always.*

Human Rights and Labor Practices

We respect and promote human rights in all our operations. We expect you to share our commitment to providing equal employment opportunity and creating an inclusive work environment that is free from discrimination. You must treat all members of your workforce fairly and in accordance with all applicable labor and employment laws.

We expect you to employ workers on the basis of their ability to do the job, and not on the basis of their race, color, age, sex, national origin/ancestry, social origin or status, marital or familial status, citizenship status, disability, religion, veteran status, sexual orientation, gender identity, political affiliation, genetic information, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, or any other status protected by federal, state, or local law.

LUMA will not tolerate any conduct by a vendor that is offensive, hostile, abusive, exploitative or otherwise inconsistent with a respectful workplace. You must not support or engage in forced or indentured labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, overtime, and benefits. We expect you to respect the rights of your workers to associate freely and to join or not join labor unions.

Workplace Safety

At LUMA, the safety of our people – employees, customers, vendors, and the public – matters first and foremost. As our vendor, you must comply with all applicable safety and security laws and regulations. You also must adhere to LUMA's safety standards and apply safe work practices to work you undertake on our behalf to prevent injuries and illnesses and minimize property losses. You must comply with LUMA HSE Contractor Selection and Management Standard applicable requirements. You are expected to report any incidents or near-misses in accordance with LUMA's HSE Handbook and our Workplace Safety Policy. You must ensure that your workers receive relevant training on health and safety procedures, including prohibitions on the use of illegal drugs and alcohol at work and restrictions on the possession of weapons.

Social Media

You must not use social media in a way that may jeopardize LUMA's reputation. You are not allowed to make any statements on behalf of LUMA without prior permission from the Company's Communications department. You are also not permitted to use LUMA's name or logo, trademarks or other intellectual property without the Company's express consent. You must never use social media to make false or defamatory comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

Conflicts of Interest

When working for LUMA, you have a responsibility to always act in the best interests of the Company. You must avoid engaging in any activity that would create an actual or apparent conflict of interest in the provision of products or services to LUMA. A conflict of interest may arise when your personal or professional relationships influence or appear to influence your business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- Your company is partially or fully owned or controlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee
- Your company is partially or fully owned or controlled by a government employee of any agency that regulates or oversees LUMA
- You hire or employ a current LUMA employee or their family member
- You have a personal relationship with the LUMA employee who supervises your work for the Company

Additionally, we are obligated to comply with the Código de Ética para Contratistas, Suplidores, y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico (the "Code of Ethics"), which enumerates our ethical obligations and responsibilities and includes specific requirements related to identifying, avoiding and mitigating conflicts of interest.

Even the appearance of impropriety can undermine our credibility, pose financial and reputational risk to us and jeopardize our ability to comply with relevant laws and regulations, or our contractual obligations. If you are aware of any situation that may create a conflict of interest you must promptly disclose it to the Company.

ACTING WITH INTEGRITY

We conduct our business lawfully and ethically.

LUMA's Code of Conduct for Employees

All LUMA employees are required to comply with LUMA's Code of Conduct for employees, available at https://lumapr.com/. Among other things, LUMA's employee Code has strict rules and expectations for our employees when they interact with LUMA's vendors. You must never cause or take any action that would result in a LUMA employee violating the employee Code. When in doubt, ask your LUMA business contact.

Zero Tolerance for Corruption

LUMA is committed to conducting business the right way. We never tolerate any form of corruption and we expect our vendors to carry out their business honestly and ethically. You must operate in full compliance with applicable laws and regulations, including anti-money laundering, anti-bribery and anti-corruption laws, wherever you do business.

When working for or on behalf of LUMA, you must never offer, promise or give a bribe, kickback or improper payment to anyone, whether they are a government official, commercial actor or private individual.

A bribe is an offer or gift of anything of value in order to improperly influence a decision or gain an unfair business advantage. Bribes may include money, expensive gifts, extravagant travel or entertainment, employment opportunities, and political or charitable donations. A kickback is money or a gift of anything of value returned or paid as a reward for awarding or fostering business.

We expect you to implement your own anti-corruption policies and procedures, which include conducting appropriate due diligence for any sub-vendors that will perform work for LUMA and maintaining accurate books and records.

Exchanging Business Courtesies

In the course of conducting business for LUMA, you may exchange business courtesies to build goodwill and positive working relationships at the Company. However, such exchanges must not be used to improperly influence a business decision or create a sense of obligation. Although nominal promotional items or business courtesies of modest value may be acceptable in certain situations, they are never required to do business with LUMA.

Even the appearance of impropriety can damage your and LUMA's reputations. Any business gifts or entertainment you give or offer to LUMA employees must be reasonable and comply with local law and the LUMA employee Code. Such courtesies must not be provided frequently. Extravagant gifts and entertainment, cash, cash equivalents, gift cards or discounts not available to all employees are prohibited, whether they are provided directly to LUMA employees or indirectly via third parties or family members.

Relationships with Governmental Authorities

LUMA often interacts with Puerto Rico's regulatory and other governmental authorities that are responsible for laws, regulations, and policies that affect the Company, such as:

- The Puerto Rico Public-Private Partnerships Authority ("P3 Authority")
- The Puerto Rico Electric Power Authority ("PREPA")
- The Puerto Rico Energy Bureau ("PREB")
- The Financial Oversight and Management Board for Puerto Rico ("FOMB")
- The Federal Emergency Management Agency ("FEMA")

In your work with LUMA, you may encounter government officials or employees from these or other government agencies and departments. You must act with integrity when interacting with such governmental authorities and ensure that you comply with all applicable legal requirements. You must not make representations on behalf of LUMA without prior approval from the Company.

Providing a business courtesy to a government official or employee is subject to strict rules, including the Code of Ethics. You shall not provide any business courtesies to any government officials or make any donations or contributions to any political party or candidate or for any political initiative on LUMA's behalf without prior approval from the Company.

Trade Controls

LUMA complies with all applicable laws and regulations that govern international trade, including import and export controls and economic sanctions promulgated by the U.S. Treasury Department, Office of Foreign Assets Control. We expect our vendors to be knowledgeable of and abide by these laws when applicable. You must not engage in transactions with any sanctioned parties or facilitate transactions with third parties that involve sanctioned parties.

SUPPORTING OUR COMMUNITIES

We invest in our local communities and provide the best service to our customers.

Environment and Sustainability

LUMA recognizes the importance of safeguarding the environment for future generations. We are committed to reducing our environmental impact and we actively seek vendors that operate in an environmentally responsible manner. Because we care about protecting the environment, we expect our suppliers to:

- Commit to and promote environmental compliance.
- Comply with local, Commonwealth and federal environmental laws, regulations and government orders, permits, authorizations and other legal obligations.
- Assist in finding efficient and effective solutions to environmental issues.
- Report environmental incidents in accordance with policies.
- Respond quickly and effectively to environmental incidents involving work sites and/or equipment in accordance with LUMA's policies.
- Be familiar with and comply with all LUMA environmental systems, procedures, plans and programs in effect and applicable to their work situation.
- Implement systems and procedures to minimize activities that pose a threat to the environment and provide training on the same.
- Ensure safe and appropriate management and disposal of waste.

Local Goods and Services

LUMA is committed to investing in the people of Puerto Rico. We support local businesses and provide them with fair opportunities to bid and acquire contracts. We expect our vendors to share this commitment to seek, use and develop a local supply chain while performing work for LUMA.

PROTECTING OUR COMPANY RESOURCES

We use assets, systems, processes and data responsibly.

Asset Management

Responsible management of assets that are owned by LUMA as well as assets that are entrusted to us by PREPA is vital to the performance of our work. Such assets include equipment, tools, vehicles, offices and yards, funds, documents, networks, systems and software, confidential information, sensitive information and intellectual property. As a LUMA vendor, your services may affect electric utility service and be subject to utility regulation, including oversight from the P3 Authority and the PREB. You are expected to safeguard the assets managed by LUMA and only use them with Company approval and for legitimate business purposes; they should be protected from misuse or theft.

Data Protection

Information systems managed by LUMA, and the data we store on these systems, are valuable assets, many of which are used to carry out critical utility activities. You have a duty to maintain the security and integrity of these systems and to abide by all information protection and privacy laws that apply to your relationship with us.

If you provide information systems services to LUMA, or you connect to information systems managed by LUMA, you will be expected to implement and maintain a cybersecurity system designed to prevent unauthorized access to these systems, as well as your own. In such cases, LUMA has the right to screen your systems for compliance and security purposes prior to engagement. You must notify LUMA immediately if any information we provided or gave you access to has been, or is suspected of being, lost, stolen, or inappropriately disclosed.

All information that is created, stored and transferred using systems and networks managed by LUMA is Company or PREPA property. LUMA may authorize individuals to monitor equipment, systems and network traffic to ensure that these systems have not been compromised or to see if there has been improper or inappropriate use of Company or PREPA resources. You should not expect privacy when using LUMA's systems to access, download or transmit information.

Confidential Information

In the course of your work for LUMA, you may have access to the Company's or PREPA's confidential, non-public information. This can include financial information, business or strategic plans, customer lists, terms or rates offered to customers, pricing and technological innovations. You must protect the confidentiality of this information and you must not disclose it to anyone outside the Company unless the Company authorizes you to do so or it is required by law.

Sometimes our customers or other vendors will provide us with their own confidential information, in furtherance of our business relationships with them. You must always respect and protect the confidential information of our customers and other vendors and abide by any confidentiality obligations to which you have agreed. Any media inquiries related to confidential, non-public information about LUMA or its operations should be referred to the Company's Communications Department.

Data Privacy

We respect the privacy of the personal information of our employees, customers, and vendors. You have a shared responsibility to protect this information against inadvertent or inappropriate disclosure. You must handle such information in compliance with applicable laws and LUMA's policies and IT security requirements. LUMA reserves the right to analyze your security system to ensure that any personal information we disclose to you will be adequately protected. You must not share such information with third parties without LUMA's express approval. Any potential compromise to the confidentiality or the security of personal information should be immediately reported to LUMA's IT—OT Department.

Record Retention

We maintain Company records, in paper and electronic form, for as long as required by law and as necessary for our business purposes. During the course of your work for LUMA, you may generate or receive information or records related to the Company. You must follow all applicable laws and contractual requirements in creating, maintaining and disposing of these records. The destruction of

personal information must be previously authorized to implement any necessary safeguards and must be documented in compliance with law.

You must not destroy or discard any records related to your work for LUMA that are subject to an internal or government investigation, or to any other legal or administrative proceeding. If you receive a subpoena or a request from someone outside LUMA for a document or record, notify your contact at LUMA.

Financial Reporting

Accurate, reliable, and timely records and disclosures are critical to meeting LUMA's financial, legal and management obligations. Records prepared for LUMA, including records of work time and expenses, must be accurate and complete. You must ensure that you have appropriate authorization for each work order or purchase requisition and that you maintain appropriate supporting documentation. You must comply with generally accepted accounting principles, as well as your internal accounting policies and system of internal controls.

2024-L00562

103337

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (this "Agreement") is made and entered into as of the 7th day of June, 2024 (the "Effective Date"), by and between **PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rio ("PREPA" or "Owner"), represented herein by its agent, **LUMA ENERGY SERVCO, LLC** ("Operator" or "LUMA"), and **ASPLUNDH TREE EXPERT, LLC**, a limited liability company organized under the laws of Pennsylvania and authorized to do business in Puerto Rico under register number [redacted] ("Contractor"). Each of PREPA and Contractor are sometimes referred to herein as a "Party" and together as the "Parties".

RECITALS

WHEREAS, LUMA was retained by PREPA and the Puerto Rico Public-Private Partnerships Authority ("Administrator"), under the Operation and Maintenance Agreement dated as of June 22, 2020, as amended from time to time in accordance with its terms (collectively the "OMA"), pursuant to which LUMA provides certain services to PREPA and Administrator as more specifically set out therein;

WHEREAS, in accordance with the terms and conditions of the OMA, and for the avoidance of doubt, LUMA is acting solely as agent to PREPA, and is not for itself or on its own behalf a party to this Agreement.

WHEREAS PREPA, by virtue of its enabling act, Act Number 83 of May 2, 1941, as amended ("Act 83"), has the authority to engage professional, technical, and consulting services and such other services necessary and convenient to pursue the activities, programs, and operations of PREPA;

WHEREAS, Contractor is a provider of certain vegetation clearing services; and

WHEREAS, the Parties desire to enter into this Agreement to provide for, among other things, the performance by Contractor of certain vegetation clearing services, such as land clearing, line clearing work, access and debris management for federally funded projects for future emergency situations (the "Emergency Services") and to provide services related to past declared emergency events for permanent works, and for projects to restore facilities damaged by disasters and to prevent future damage similar to that caused by declared events (the "Permanent Works" and, together with Emergency Services, the "Services") for PREPA as required from time to time and on an individual project-by-project basis in the Contract Award Assigned Areas and in accordance with the Scope of Work attached hereto as Exhibit A ("SOW") For the purposes of this Agreement the Contract Award Assigned Areas shall mean: all sectors of Puerto Rico, including Culebra and Vieques, as assigned in each Task Order ;

WHEREAS, PREPA finds it in its best interest to procure the Emergency Services through prepositioned contracts to perform the necessary work during emergency periods so as to not have to rely on emergency procurement to alleviate an immediate threat to life, public safety and other dangerous situations; and

WHEREAS, the Services will be provided on a time and materials basis pursuant to Exhibit D – Fees, and in compliance with LUMA's Guidelines for Time & Material Contracts (the "Guidelines").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

1. Interpretation and Construction of this Agreement.

1.1 The Recitals above are included as an integral part of the terms and conditions of this Agreement.

1.2 As long as the OMA is in effect, (i) all provisions hereunder relating to PREPA taking any action, receiving any notice or disclosure, making any determination (including but not limited to the termination of the Agreement), or otherwise referencing PREPA as beneficiary of the terms and conditions of the Agreement, shall be understood to refer to LUMA, acting on PREPA's behalf and (ii) all references to "LUMA" shall be understood to mean LUMA on its own behalf, as third party beneficiary of this Agreement. For the avoidance of doubt, PREPA (directly and not through LUMA as its agent) is prohibited from taking any action or giving any consent hereunder as long as the OMA is in effect. For the further avoidance of doubt, LUMA shall have no liability hereunder except in case of gross negligence or willful misconduct for any actions it may take on PREPA's behalf, and all such liability shall be exclusively PREPA's.

1.3 Exhibits, Annexes and Task Orders. The Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. In the event of an irreconcilable conflict, discrepancy, error or omission, the following descending order of precedence will govern: (i) Exhibit G – Federal Contracting Clauses, (ii) Exhibit E- Government Contracting Requirements, (iii) this Agreement and (iv) the remaining Exhibits. Once Task Orders have been executed, if there are any conflicts between the terms and conditions specified in this Agreement and those specified in an executed Task Order, those specified in this Agreement shall govern.

1.4 Construction. For purposes of this Agreement: (i) "include", "includes" or "including" shall be deemed to be followed by "without limitation"; (ii) "hereof", "herein", "hereby", "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) reference to a gender includes all genders; (iv) "any" shall mean "any and all"; (v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented and modified in effect from time to time in accordance with its terms; (vi) reference to any Applicable Law means such Applicable Law as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder; and (vii) reference to any Person at any time refers to such Person's permitted successors and assigns.

1.5 Days and Time. All references to days herein are references to calendar days, unless specified as Business Days, and, unless specified otherwise, all statements of or references to a specific time in this Agreement are to Atlantic Standard Time. A Business Day is a day Monday through Friday except for any Federal or Puerto Rico holiday.

1.6 Negotiated Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement with the benefit of competent legal representation, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions hereof.

2. Performance of Services.

2.1 Performance of Services.

(a) Contractor shall provide PREPA with the Services as specifically set forth in Task Orders agreed to in writing and signed by both Parties from time to time in substantially the form attached hereto as Exhibit B (each, a "Task Order"); provided, however, that neither this Agreement, nor the Term Commencement Notice (as defined herein below), shall in any way obligate either Party to enter into any Task Order. Contractor shall complete performance of the Services as set forth in each Task Order and in compliance with all applicable laws, rules, regulations and court orders applicable to the Services. Contractor shall use the industry standard practices acknowledged in the industry and adhere to express specifications and policies herein regarding the performance and delivery of the Services, as indicated in the Task Orders. For the avoidance of doubt, PREPA shall not issue Task Orders hereunder prior to providing Contractor with written notice confirming Term commencement (the "Term Commencement Notice").

(b) Contractor acknowledges and agrees that notwithstanding PREPA's execution of this Agreement, PREPA has the right to retain any other party to execute any of the Services, and that Contractor is in no way guaranteed any work and that it will only be entitled to perform Services if PREPA elects to issue a Task Order and then only upon the Parties agreeing to the applicable Task Order in the manner specified in this Agreement. Notwithstanding the foregoing, PREPA acknowledges Contractor may require advanced notice of future work so that it may properly prepare to execute Services under future Task Orders. Therefore, PREPA agrees to provide forecasts of future work when reasonably requested by Contractor; provided, that such forecasts are not a guarantee of future work or the issuance of Task Orders.

(c) Contractor acknowledges and accepts that PREPA may have entered into, or will enter into, vegetation clearing services agreements with other contractors to provide an expedited method for procuring similar or related services. Accordingly, PREPA may award other contracts for additional work to other contractors. Contractor agrees to cooperate with such other contractors as may be reasonably directed by PREPA. Contractor shall not commit or permit any acts that interfere with the performance of work by any other contractor, and PREPA shall take reasonable measures to ensure other contractors do not commit or permit any acts that interfere with the performance of the Services by Contractor.

(d) Contractor shall not perform any Services until such time as PREPA issues a Task Order and Contractor agrees in writing to perform such Services, and then only in respect of the Services provided for therein. Contractor acknowledges and agrees that the determination of whether and when any Task Order will be issued shall be solely within PREPA's discretion. PREPA shall issue Task Orders for the Services in a reasonable and non-discriminatory manner. Further, Contractor acknowledges and agrees that upon receipt of any Task Order from PREPA and acceptance by Contractor of same, it shall be required to perform the applicable Services as directed therein. For clarity, Contractor shall not proceed with any Services, and shall not be entitled to any compensation for any Services, unless and until the Task Order for such Services has been executed and delivered by the Parties in the manner set forth herein.

(e) Unless otherwise agreed to by the Parties, Contractor will mobilize personnel and equipment for performance of Emergency Services within 72 hours following acceptance of the Emergency Services Task Order, provided, however, it shall not be required to mobilize if it is deemed unsafe to travel.

(f) Contractor will adhere to the following industry standards and best practices: ANSI Z133 Safety Requirements for Arboricultural Operations (2017), ANSI A300 Tree, Shrub. and other Woody Plant Maintenance - Standard Practices and International Society of Arboriculture Best Management Practices.

(g) In addition, the Services may be subject to additional PREPA oversight in compliance with a "Contract Oversight Plan" (as defined in the Guidelines) which may be adopted and/or amended by PREPA at its sole discretion.

2.2 Task Order Changes. From time to time, the Parties may mutually agree to execute order changes to meet changing requirements through change orders (each, a "Change Order") signed by both Parties. If a change is requested by Contractor, such Change Order request must include (i) reason for the Change Order, (ii) description of remaining scope, schedule, and forecasted cost, (iii) impact of not performing such change order and (iv) any and all other documentation as reasonably required by PREPA. Upon execution of the agreed upon Change Order, it will become a part of the relevant Task Order. Notwithstanding anything to the contrary in this Agreement, PREPA, in its sole discretion, can permit work to be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting a breach or otherwise invoking applicable remedies against the Contractor.

2.3 Relationship Manager. Contractor shall designate a relationship manager (the "Relationship Manager") who shall serve as the main contact for Contractor and be responsible for all questions relating to the implementation of this Agreement and any subsequent Task Order or Change Order. PREPA shall designate a one or more persons from time to time to act as PREPA's relationship manager under this Agreement (each a "PREPA Relationship Manager") who shall serve as the main contacts for PREPA. Each Party shall instruct its personnel that any and all questions with respect to the Services shall be addressed with, and directed to, the relevant Relationship Manager or Relationship Managers.

2.4 Personnel.

(a) The persons designated by Contractor to perform the Services shall have the appropriate technical skills to enable them to perform the Services in a manner consistent with generally accepted industry standards. Contractor shall not subcontract any of the Services without PREPA's prior written consent, which consent may be withheld in PREPA's sole discretion. Contractor shall retain full responsibility to PREPA under this Agreement for all matters related to the Services notwithstanding the execution or terms and conditions of any subcontract. No failure of any subcontractor used by the Contractor in connection with the provision of the Services shall relieve the Contractor from its respective obligations hereunder to perform the Services. The Contractor shall be responsible for settling and resolving all subcontractor claims arising out of delay, disruption, interference, hindrance, or schedule extension caused by Contractor or inflicted on Contractor or a subcontractor by the actions of another subcontractor.

(b) Contractor shall take a proactive approach to safety and strictly enforce safe work practices and comply with Exhibit C – Safety, Health and Environmental Obligations. The Contractor shall take responsibility for ensuring all workers consistently follow applicable safety laws. regulations. standards, and practices. The Contractor shall follow all applicable safety laws. regulations. standards, and industry practices including ANSI Z133; OSHA 1910.269, PR OSHA requirements. Contractor shall have the duty to stop work and initiate correction through the approved process if an unsafe work practice or safety hazard exposure is observed. The Contractor shall develop, amend as required, and follow a work plan emphasizing safe work practice.

(c) The Contractor represents that it currently has employed those full time equivalent personnel ("Contractor Resources") necessary and/or required to complete the Services contemplated under the Agreement; provided, however, Contractor Resources are not located in Puerto Rico and will be deployed as needed. PREPA expects that Contractor will be able to provide a minimum of 520 Contractor Resources to complete the Services. Specific assignment of Contract

Resources and ramp up times shall be agreed to by the Parties in each Task Order. For Emergency Services, Contract Resources must include at least one Qualified Line Clearance Arborist ("QLCA") or a QLCA trainee under the direct supervision of a QLCA.

3. Compensation.

3.1 Fees for Services.

(a) Fees for Services provided during the Initial Period will be billed pursuant to Exhibit D – Fees. Fees for Services provided in any Additional Period will be subject to an annual increase pursuant to the inflation rate corresponding to the prior calendar year as measured by the Bureau of Labor Statistics Employment Cost Index for Total Compensation rate for Construction, Extraction, Farming, Fishing and Forestry Occupations as published at bls.gov/news.release/eci.toc.htm, Table 4.

(b) The total amount to be paid by PREPA for Services and reimbursements of approved expenses provided hereunder shall in no event exceed **$488,000,000** (the "Contract Ceiling"). Each executed Task Order budget shall be deducted from the Contract Ceiling. The Contract Ceiling shall not be exceeded without prior written approval by PREPA, as evidenced by a written amendment to this Agreement. Contractor exceeds the Contract Ceiling at its own risk. This Agreement alone, without Task Orders or Change Orders is no guarantee of work. Prior to the issuance of any Task Order, the Agreement price is $0. The Contractor shall immediately notify PREPA when the aggregate billing or costs incurred under this Agreement amounts to (i) fifty percent (50%), (ii) seventy-five percent (75%), ninety percent (90%) and (iii) one hundred percent (100%) of the Contract Ceiling. In addition, Contractor shall present an itemized list of the remaining Services under the Agreement and/or Task Order, as applicable.

(c) Reimbursement of costs and expenses in connection with the Services provided under this Agreement shall be subject to Exhibit D – 1 Reimbursable Costs and Expenses, attached hereto, and must be supported by, at a minimum, copies of invoices, proof of payment of invoices and documented via Task Orders, and approved in writing by PREPA prior to incurring in the cost/expense, at no markup or benefit to Contractor or its related parties. PREPA shall not reimburse Contractor expenses unless previously approved in writing by PREPA (which shall not be unreasonably withheld for the items specified in Exhibit D-1 Reimbursable Costs and Expenses).

3.2 Documentation. Contractor will be responsible for ensuring all Services and expenditures are duly documented in compliance with federal reimbursement standards, as referenced in Exhibit G. Lack of documentation will be considered cause to withhold payment per Section 3.4. Contractor acknowledges that PREPA will request federal reimbursement for certain fees paid to Contractor in relation to the Services provided under this Agreement ("Request for Reimbursement") and acknowledges and accepts that it has a present and continuing obligation to collaborate with such Requests for Reimbursement by providing documentation and any other supporting evidence as may be reasonably required by PREPA to substantiate its Request for Reimbursement before FEMA or any other competent authority.

3.3 Payment for Services. **Registration at the Office of the Comptroller. PREPA shall submit this Agreement for registration with the Office of the Comptroller of Puerto Rico, in accordance with the provisions of Act No. 18 of October 30, 1975, as amended, and provide evidence of such filing to Contractor. Such filing shall be made no later than fifteen (15) days from the date hereof. The Parties agree that no performance of either Party's obligations hereunder may be required by the other Party until the Agreement has been signed by both Parties and submitted for registration as described above. Evidence of such registration shall be provided to Contractor.**

3.4 Invoices.

(a) Unless otherwise set forth in a Task Order, Contractor shall submit invoices to PREPA for the Services bi-weekly during each, or at the close of each, Task Order, whichever is soonest, detailing the amounts payable thereunder. PREPA shall approve, in whole or in part, Contractor invoices within thirty (30) days following its receipt of each such invoice (the "Approval Period"). If PREPA does not provide Contractor with written notice of disapproval within the Approval Period, such invoice shall be deemed approved. PREPA shall remit payment to Contractor within forty-five (45) days of approval of each invoice provided that PREPA may withhold payment of any amounts that are disputed by PREPA in good faith pending resolution of the dispute. In case of a dispute, PREPA shall notify Contractor of the disputed element and once the dispute is resolved according to Section 14 hereof, PREPA shall make the payment agreed to by the Parties within ten (10) days following resolution.

(b) PREPA shall pay Contractor for the Services provided hereunder as specified in each applicable Task Order. Invoices must have the following information in order for payment to be made: (i) invoice number; (ii) invoice date; (iii) date(s) that the Services were provided; (iv) detailed description of the Service provided (including whether the Services are Emergency Services or Permanent Works) or milestones completed/delivered, as applicable; (v) itemized invoice amount; (vii) reference to the applicable Task Order; and (viii) copies of timesheets with hourly breakdowns by employee; (ix) evidence of vehicle usage, including mileage, if applicable; (x) any and all other documentation as required by applicable federal, state, and local law, rules or regulations; and (xi) the following certification: "*We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice, except for the general benefits of Contractor's performance of the Services for PREPA. If such benefit or profit exists, the required waiver has been obtained prior to entering into this Master Services Agreement by and among the Puerto Rico Electric Power Authority ("PREPA") and Asplundh Tree Expert, LLC dated [•](the "Agreement"). The only consideration to be received for the Services (as defined in the Agreement) are the agreed-upon fees that have been negotiated with PREPA as specified in the Agreement. The total amount shown on this invoice is true and correct. The Services were provided, and no payment has been received.*"

(c) All payments made by PREPA for services rendered and work performed under each Task Order will be subject to a ten percent (10%) retainage ("Retainage") until substantial completion and acceptance of the Services. Retainage shall be payable as follows:

(i) Once the Services requested under a Task Order are completed by Contractor and accepted by PREPA, Contractor will present a final invoice requesting release of said Retainage, accompanied by a Waiver Letter issued by the "Corporación del Fondo del Seguro del Estado" certifying that Contractor complied with its legal obligation to insure its employees and accordingly paid the associated premiums with said Task Order.

(ii) Upon receipt of said Waiver, PREPA shall pay to the Contractor all Retainage in respect of such Task Order, minus the corresponding deductions (if any), within a reasonable period of time (not to exceed forty-five (45) days) after the latest to occur of (i) PREPA's written acceptance of the Services under such Task Order and (ii) receipt by PREPA from the Contractor of the Completed Work Package as provided in Exhibit A.

(d) All payments to be made under this Agreement will be charged to the following accounts:

4. Number	Description
14F019300000	Region 1 San Juan Distribution - Group A
14F019550000	Region 2 Arecibo Distribution - Group A
14F019500000	Region 3 Bayamon Distribution - Group A
14F019450000	Region 4 Caguas Distribution - Group A
14F019400000	Region 5 Mayaguez Distribution - Group A
14F019350000	Region 6 Ponce Distribution - Group A
14F019320000	Region 1 San Juan Transmission 38kV - Group B
14F019570000	Region 2 Arecibo Transmission 38kV - Group B
14F019520000	Region 3 Bayamon Transmission 38kV - Group B
14F019470000	Region 4 Caguas Transmission 38kV - Group B
14F019420000	Region 5 Mayaguez Transmission 38kV - Group B
14F019370000	Region 6 Ponce Transmission 38kV - Group B
14F019330000	Region 1 San Juan Transmission 38kV/Distribution - Group C
14F019580000	Region 2 Arecibo Transmission 38kV/Distribution - Group C
14F019530000	Region 3 Bayamon Transmission 38kV/Distribution - Group C
14F019480000	Region 4 Caguas Transmission 38kV/Distribution - Group C
14F019430000	Region 5 Mayaguez Transmission 38kV/Distribution - Group C
14F019380000	Region 6 Ponce Transmission 38kV/Distribution - Group C
14F019310000	Region 1 San Juan Transmission - 115kV
14F019560000	Region 2 Arecibo Transmission - 115kV
14F019510000	Region 3 Bayamon Transmission - 115kV
14F019460000	Region 4 Caguas Transmission - 115kV
14F019410000	Region 5 Mayaguez Transmission - 115kV
14F019360000	Region 6 Ponce Transmission - 115kV
14F019590000	All regions 230kV Transmission
14F019290000	Region 1 San Juan Substation/Telecom
14F019540000	Region 2 Arecibo Substation/Telecom
14F019490000	Region 3 Bayamon Substation/Telecom
14F019440000	Region 4 Caguas Substation/Telecom
14F019390000	Region 5 Mayaguez Substation/Telecom
14F019340000	Region 6 Ponce Substation/Telecom

4.1 Withholdings. The Contractor is an independent contractor and, as such, shall be responsible for the payment of all of its taxes and any applicable withholdings under the Puerto Rico Internal Revenue Code of 2011 and its regulations, as amended ("PRIRC"), the U.S. Internal Revenue Code- of 1986, as amended, or any state, territory or local tax statutes. No withholdings or deductions shall be made from payments to the Contractor for services rendered by Contractor, except for those required by any federal, state, territory, or local statutes, such as the PRIRC and Act No. 48-2013, as amended. In particular, when invoicing, the Contractor will allocate fees between those relating to activities undertaken

by the Contractor outside Puerto Rico and constituting gross income from sources without Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. If the Contractor is not engaged in a trade or business in Puerto Rico, it will be deemed to be treated as a Puerto Rico non-resident for purposes of the PRIRC, and, therefore, PREPA shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Puerto Rico, in accordance with Section 1062.11 of the PRIRC, 13 L.P.R.A. Sec. 30281. PREPA shall remit and deposit with the Secretary of the Treasury of Puerto Rico any applicable withholdings or deductions made on payments to the Contractor. Pursuant to Act No. 48 of June 30, 2013, as amended, and Administrative Determination No. 13-14 ("AD No. 13-14") issued by the Puerto Rico Treasury Department (PRTD), payment for the Services may be subject to a one point five percent (1.5%) withholding (the "Special Tax") for employing specialized cleaning personnel. The Parties have agreed that PREPA shall retain an amount equal to the Special Tax from each invoice until such time as the PRTD determines whether or not the Services are subject to such Special Tax. PREPA represents that it has, or will in a timely manner, but in no event later than sixty (60) days from the Effective Date, ask for a written determination from the PRTD on this matter. In the event the PRTD ruling concludes that the Services are not subject to the Special Tax, PREPA shall release all related retained amounts to Contractor within thirty (30) days of receiving the PRTD ruling. Withholding requirements will be adjusted pursuant to any amendments to the PRIRC.

The Contractor represents and warrants that it has and shall continue to pay all taxes and other such amounts required by federal, state, territory and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

5. Representations and Warranties.

5.1 No Conflicts; Authority. The execution, delivery and performance of this Agreement and any applicable Task Order, does not and will not breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any consent under, or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of, any agreement affecting a Party's ability and power to perform hereunder. Each Party has all the authority and power necessary to execute, deliver and perform this Agreement without the need to obtain the consent of any person or entity, or if required it has been obtained and documented.

5.2 Quality of Services. Contractor represents, warrants and covenants to PREPA that the Services performed hereunder shall (i) be of quality, consistent with generally accepted industry standards and expectations for work of a similar nature, (ii) comply with all specifications and any other written documentation agreed upon by the Parties and (iii) be performed in accordance with applicable law, including but not limited to the Endangered Species Act of 1973, as amended, and each Task Order. In the event the Services provided by Contractor breach the foregoing warranty, Contractor shall promptly reperform such Services in breach of said warranty, at no additional cost to PREPA or, failing such reperformance, refund to PREPA all amounts paid by PREPA for such Services. No warranty period exists after inspection or payment for the Services due to re-growth and environmental factors affecting the Services.

5.3 Outages and Damages to Third Parties. If, in the provision of the Services, Contractor causes an unplanned outage, Contractor shall reimburse PREPA for any reasonable expenses directly related to PREPA's correction of such outage. For the avoidance of doubt, third party losses related to such outages shall not be deemed PREPA expenses. If, in the provision of the Services, Contractor causes any damage to the property of third parties or to their persons, Contractor shall be solely liable for any repairs and/or monetary damages payable to such third party.

6. Ownership of Intellectual Property. PREPA has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by PREPA, its employees or agents (other than Contractor) ("PREPA IP"), including without limitation PREPA IP developed and/or owned prior to the Effective Date and intellectual property developed by PREPA, its employees or agents during or after the Term independently of this Agreement.

Contractor shall not have or obtain any right, title or interest in or to any PREPA IP. The Services provided by Contractor hereunder shall be deemed "work made for hire" in PREPA's favor. Other than such "work made for hire" in PREPA's favor that may be hired under this Agreement, Contractor has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by Contractor, its employees or agents prior to the Effective Date and intellectual property developed by Contractor, its employees or agents, during or after the Term, independently of the works made for hire for PREPA under this Agreement ("Contractor IP"). PREPA shall not have or obtain any right, title or interest in or to any Contractor IP.

7. Confidential Information.

7.1 Confidential Information. Contractor acknowledges that during the Term of this Agreement, it may develop or be exposed to Confidential Information of PREPA or LUMA. Contractor agrees at all times during the Term of this Agreement and thereafter, to hold in strictest confidence, and not to use, or to disclose to any person, firm, corporation or other entity, without written authorization of PREPA, any Confidential Information. As used herein, "Confidential Information" means (i) with respect to LUMA: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential, and whether or not disclosed or learned prior to the execution of this Agreement) disclosed to Contractor or its personnel by or on behalf of LUMA or any of LUMA's affiliates, or learned by Contractor or its personnel during the course of performing the Services, including all offers, maps, reports, assay or other statistical, geological, or geophysical data, technical data, financial, operating, or other information, in each case related to the business, operations, assets, or affairs of LUMA or any of LUMA's affiliates, or confidential information of third parties to whom LUMA or any of LUMA's affiliates owes an obligation of confidence, to the extent notice of such obligation is given to Contractor, and any derivatives of any such information; and (ii) with respect to PREPA: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential and whether or not disclosed or learned prior to the execution of this Agreement) disclosed to Contractor or its personnel by or on behalf of PREPA, or learned by Contractor or its personnel in the course of performing the Services, deemed information that if disclosed would pose a threat to public security and/or safety, or any other information considered PREPA's privileged or confidential information pursuant to applicable Law. PREPA or LUMA acknowledges that during the Term of this Agreement, it may develop or be exposed to Confidential Information of Contractor and PREPA and LUMA will undertake the same duties for Contractor Confidential Information.

7.2 Return of Confidential Information. Contractor shall retain Confidential Information related to a Task Order only for so long as is necessary to provide the Services under such Task Order. Upon completion of such Services, Contractor shall turn over to PREPA (and will not keep in its possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, flow charts, equipment, other

documents or property, or reproductions of any aforementioned items developed by or otherwise belonging to PREPA or LUMA. All derivative materials, including notes, memoranda, analysis and other internal documents developed using or in connection with the Confidential Information, and copies thereof developed in connection with the Services shall be considered Confidential Information and subject to the obligations of this article. Notwithstanding the foregoing, the receiving Party may retain one copy of the Confidential Information for archival purposes, demonstrating compliance with this Agreement or any governmental regulations, provided all such retained Confidential Information shall remain subject to the confidentiality provisions of the Agreement.

8. Conflict of Interest.The Contractor certifies that:

A. none of its representatives under this Agreement are employed by or receive payment or compensation for such employment from any governmental agency, body, public corporation, or municipality of Puerto Rico;

B. no Puerto Rico government, PREPA or LUMA employee has any personal or economic interest in this Agreement;

C. it may have service contracts with other governmental agencies, bodies, public corporations, or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for the Contractor, with PREPA or LUMA, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

D. at the time of execution of this Agreement, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest for the Contractor, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

E. it had no involvement in preparing the specifications or work statements contemplated under this Agreement;

F. it did not, prior to submitting a proposal, have access to another competitor's proprietary information that was obtained from a Puerto Rico government official, PREPA or LUMA without proper authorization; and

G. it did not, prior to submitting a proposal, have access to source selection information (i.e., information prepared for use by PREPA or LUMA for the purpose of evaluating a bids or proposals to enter into an agreement, if that information was not previously made available to the public or disclosed publicly) that is relevant to the Agreement but was not available to all competitors, and such information would assist that contractor in obtaining the contract.

(ii) The Contractor acknowledges that it has a duty of ethical behavior towards PREPA. Such duty includes that Contractor shall not have interests that conflict with PREPA's interests in this Agreement or the Services pursuant to this Agreement. Those conflicting interests include the following (which are illustrative and not exhaustive):

A. the representation of clients which have, or may have, interests opposed to those of PREPA in relation to the Services (if applicable based on the type of Services by Contractor);

B. when Contractor's conduct is described as such in the canons of ethics that may be applicable to the Contractor and its personnel or in the laws or regulations applicable to Contractor and its personnel assigned to the Services;

C. when the Contractor, persons that control Contractor, or Contractor's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to PREPA or LUMA or an employee, officer, director or agent of PREPA or LUMA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

(iii) The Contractor agrees to avoid even the appearance of a conflict of interest.

(iv) The Contractor shall have the continuous obligation to promptly disclose to PREPA if any relationship with third parties could represent a conflict of interest with PREPA in connection with the Agreement or the Services. In such case, and in the cases where PREPA or LUMA discovers the existence of such conflicting situation, the Contractor agrees that PREPA shall have the authority to determine, and inform the Contractor in writing, of PREPA's intention to terminate this Agreement within a thirty (30) day period of becoming aware of the conflicting situation. During said period, the Contractor may request a meeting with PREPA to present its position regarding the alleged conflict of interest, which meeting shall be promptly granted. In the event the Contractor does not request such a meeting during the aforementioned thirty (30) day period, or the controversy is not satisfactorily settled during the referenced meeting, PREPA shall make a determination to terminate the Agreement.

(v) In the event that persons that control the Contractor, or any Contractor employee, director, or officer violates the provisions of this Section 7 and such actions are not cured or by their nature cannot be cured, it shall constitute a breach of this Agreement.

9. Non-Solicitation. During the Term of this Agreement and for a period of one (1) year thereafter, each Party shall not, either directly or indirectly, (a) solicit, induce, recruit or encourage any of the other Party's employees to terminate his or her relationship with the other Party (as the case may be), nor (b) hire or take away (or attempt to hire or take away) any such employee, either for itself or for any other person or entity. As used herein, "employee" shall include any person that was an employee of the other Party at any time during the six (6)-month period immediately prior to the date on which such solicitation or hiring takes place. The foregoing non-solicitation covenants shall not apply (1) to a party's public posting or notification of open positions, or (2) to a party's hiring of any employee or agent of the other party as a result of such public postings or notifications.

10. Non-Disparagement. Contractor shall not disparage PREPA or LUMA, or its services, products or other applications, or business. LUMA shall not disparage Contractor, or its services, products or other applications or business.

11. Remedies for Breach of Sections 6, 8 and 9.

11.1 Equitable Remedies. Each Party agrees that violation of the provisions of Section 6, Section 8 and/or Section 9 may cause immediate and irreparable harm to the other Party for which money damages may not constitute an adequate remedy at law. Therefore, each Party agrees that, in the event it breaches or threatens to breach said provisions or covenants, the other Party (for itself and/or on behalf of

PREPA) shall have the right to seek, in any court of competent jurisdiction, an injunction to restrain said breach or threatened breach, without posting any bond or other security.

11.2 Miscellaneous. Should it become necessary for a Party to file suit to enforce the covenants contained herein, such Party shall be entitled to recover, in addition to all other damages provided for herein, the costs incurred in prosecuting said suit, including reasonable attorneys' fees should it prevail in such action. In the event that a court of competent jurisdiction shall determine that one or more of the provisions of Sections 6, Section 8 and/or Section 9 are so broad as to be unenforceable, then such provision shall be deemed to be reduced in scope or length, as the case may be, to the extent required to make such Sections enforceable. Each Party acknowledges and agrees that the provisions of Section 8 and/or Section 9 are reasonably designed to protect the valuable interests of the other Party and are reasonable with respect to duration, geographical area and scope.

12. Relationship of the Parties.

12.1 Independent Contractor. Contractor agrees that this Agreement does not create an agent, representative or employer-employee relationship between the Contractor and PREPA or LUMA, and Contractor agrees not to hold itself out as an agent, representative or employee of PREPA or LUMA. Contractor also agrees that all services hereunder will be rendered by Contractor as an independent contractor. Contractor does not and shall not have any right or authority whatsoever to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of PREPA or LUMA or to bind PREPA or LUMA in any manner. The Services contracted for hereunder and under any Task Order shall be on a non-exclusive basis, and PREPA shall be free to contract with one or more other persons for the performance of the same or similar services, or to perform such services directly.

12.2 Employee Benefits. Neither Contractor nor any persons designated by the Contractor to perform the Services shall be eligible to participate in any employee benefit programs and the like of PREPA or LUMA. Accordingly, Contractor acknowledges that no state worker's compensation, unemployment compensation, or disability laws are intended to apply to the services provided by Contractor as an independent contractor, and Contractor acknowledges that it shall be responsible for, and comply with applicable federal, state, and local income or payroll tax requirements.

13. Term and Termination; Suspension.

13.1 Term. Unless earlier terminated as set forth herein, the period during which the Parties may enter into new Task Orders under this Agreement shall commence on the date PREPA issues the Term Commencement Notice and shall continue for an initial period of twelve (12) months. (the "Initial Period"). The Agreement may be extended for two additional terms of twelve (12) months each (each an "Additional Period" and together with the Initial Period, the "Term"). The Initial Period and first Additional Period shall be extended unless, at least one hundred eighty (180) days prior to their respective expiration dates, either party gives the other party written notice of its intent not to extend. The extension of the Initial Period and the first Additional Period shall be documented in a written amendment signed by the parties no later than the day before the expiration date. For the avoidance of doubt, no Task Order shall extend, or be issued, beyond the expiration of the Term or termination of this Agreement.

13.2 Termination for Convenience. PREPA may terminate this Agreement and any or all Task Orders (unless a different period is set forth in any Task Order), for any or no reason, by delivering thirty (30) days' prior written notice to Contractor. Any such termination shall be effective at the end of the calendar month in which such thirty (30) day period expires. Upon termination under this clause, the Contractor shall be paid for deliverables accepted by PREPA in accordance with the terms of this Agreement and any reasonable costs that cannot be avoided and are approved pursuant to a termination

settlement proposal, as described herein below. For the avoidance of doubt, the parties agree that demobilization costs may be reimbursed under this clause only (i) if termination occurs during the Initial Period and (ii) costs are reasonable and approved pursuant to a termination settlement.

(a) All termination costs claimed by the Contractor must be adequately supported in a termination settlement proposal which the Contractor shall submit to for approval PREPA within thirty (30) days of the effective date of the termination for convenience.

(b) These termination costs, as agreed in the termination settlement proposal, will be treated as reimbursable costs. These costs must be supported by, at a minimum, copies of invoices, proof of payment of invoices and prior written approval from PREPA, at no mark up or benefit to Contractor or its related parties. PREPA will validate the termination settlement proposal and supporting documentation with its internal resources and approve accordingly.

(c) PREPA shall have thirty (30) days from receipt of the termination settlement proposal to review the same for completeness. Completeness is measured by complying with subsection (b) of this Section 12.2. If complete, PREPA shall reimburse all expenses detailed in the termination settlement within forty-five (45) days of receipt of the termination settlement. If PREPA deems the settlement to be incomplete, the parties shall follow the dispute resolution process established in Article 15 of this Agreement.

13.3 Termination for Cause. PREPA may terminate this Agreement, or any part hereof, for cause in the event of any material default by the Contractor provided that such default remains uncured for a period of ten (10) days after receipt by Contractor of written notice from PREPA of such default, or fails to provide PREPA, upon request, with adequate assurance of future performance. In the event of a termination for cause, PREPA shall not be liable to the Contractor for any number of products, supplies, items or services not accepted, and the Contractor shall be liable to PREPA for any and all rights and remedies provided by law. The Contractor may terminate this Agreement for cause in instances where PREPA fails to pay proper, undisputed Contractor invoices and fails to provide adequate assurances to Contractor in response to Contractor's written request for payment of such proper, undisputed Contractor invoices. In the event the Agreement was terminated for cause, and it is later determined that such termination was improper, Contractor shall be deemed to have been terminated for convenience.

13.4 Cooperation. If PREPA terminates or suspends this Agreement or any Task Order, Contractor will assist PREPA in the orderly termination or suspension of the Services, including timely transfer of the Services to another provider designated by PREPA; provided, however, that PREPA will reimburse Contractor for the actual reasonable and agreed costs of rendering such assistance.

13.5 Duties upon Termination. In the event of any suspension or termination of this Agreement as permitted herein, either in whole or in part at any time, Contractor shall discontinue the Services on the date and to the extent specified in the notice and place no further orders for materials, equipment, or facilities except as needed to continue any portion of the Services that was not suspended or terminated.

14. Insurance. Contractor, at its sole cost and expense, shall at all pertinent times during the Term of this Agreement possess the insurance coverages and bonding requirements set forth in Exhibit F, and/or such other coverages as may be specified in any Task Order.

15. Indemnification; Limitations on Liability.

15.1 Indemnification for Certain Claims. Contractor (in such capacity, the "Indemnifying Party") will defend PREPA and its clients, customers, affiliates, and their respective directors, officers,

employees and agents (each, an "Indemnified Party"), from and against any threatened or actual third-party suit, proceeding, claim or demand of any nature against an Indemnified Party in which it is alleged that (a) any Services or materials provided pursuant to this Agreement by the Indemnifying Party infringes any patent, copyright, trade secret or other intellectual property right of a third party or (b) negligence or willful misconduct on the part of the Indemnifying Party or its employees or agents has resulted in bodily injury to any person or damage to any tangible property (each of (a) and (b), a "Third-Party Claim"). In addition, the Indemnifying Party will indemnify and hold harmless the Indemnified Party from and against any and all damages, costs and other amounts (including, without limitation, reasonable attorneys' fees) suffered or incurred by it in connection with (a) the adjudication or settlement of any Third-Party Claim, provided that the Indemnified Party gives the Indemnifying Party prompt notice of such action or proceeding, the Indemnifying Party has control over the defense or settlement of the claim or proceeding and the Indemnified Party cooperates with the Indemnifying Party in the defense of such claim or proceeding; or (b) any material breach by the Indemnifying Party of this Agreement or any Task Order.

15.2 Limitations on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER PREPA HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL FEES PAID UNDER THE TASK ORDER THAT GAVE RISE TO SUCH CLAIM, PROVIDED, HOWEVER, SUCH LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE TO CONTRACTOR IN CASE OF ANY DAMAGES RELATING TO, OR RESULTING FROM FRAUD, NON-COMPLIANCE WITH APPLICABLE LAW, INCLUDING ENVIRONMENTAL LAWS, OR AS SET FORTH IN SECTION 4.3 OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION 14.2 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

16. Dispute Resolution. If a dispute arises out of this Agreement or any Task Order, the Parties shall attempt to resolve the dispute first through direct discussion. If the dispute cannot be settled through direct discussion, then, except for the enforcement of remedies provided in Section 10, any such dispute shall be determined by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Such arbitration shall be conducted in San Juan, Puerto Rico in the English language. The judgment of the arbitrators shall be final and binding on the Parties, and judgment upon the award rendered by the arbitrators may be entered and enforced by any court of the United States or any state thereof having jurisdiction.

17. Miscellaneous.

17.1 OMA acknowledgement; Assignment. By executing this Agreement, Contractor acknowledges and agrees that it has reviewed the OMA located at: https://aafaf.pr.gov/p3/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf pursuant to which LUMA has agreed to provide certain services to PREPA and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges and agrees that all warranties and other rights related the T&D System (as defined in the OMA), including contracts such as this Agreement, shall

be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA. Contractor may not assign this Agreement without the prior written consent of PREPA.

17.2 Compliance with Applicable Law. Contractor represents, warrants and covenants as to the matters specified in Exhibit E – Government Contracting Requirements, which are requirements that PREPA is obliged by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).

17.3 Compliance with LUMA Policies. Contractor acknowledges and agrees that it shall abide by the LUMA Polices attached hereto as Exhibit H.

17.4 Third Party Beneficiaries. Except as set forth with respect to LUMA in this Agreement, the Parties do not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

17.5 Use of Name. Each Party shall not use the name, logo, trademarks or trade names of the other Party in any publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts, whether written or oral, without obtaining the other Party's prior written consent, which consent shall be given at the other Party's sole discretion. Notwithstanding the above, a Party may use the name of the other Party in a limited capacity to comply with its obligations under this Agreement.

17.6 Governing Law. This Agreement shall be construed, interpreted, and applied in accordance with and governed by the internal laws of the Commonwealth of Puerto Rico without regard to its choice of law principles.

17.7 Notices. Any notice or other communication required or permitted by this Agreement shall be deemed to have been validly given if the same shall be mailed by registered, certified mail, postage prepaid, or electronic mail and addressed to the proper Party at the address provided below:

Puerto Rico Electric Power Authority
c/o LUMA Energy ServCo, LLC
1250 Avenida de la Constitución, 8th Floor
San Juan, PR 00907
Email: legal@lumapr.com

[redacted]
Asplundh Tree Expert, LLC
Attn: [redacted], General Counsel
708 Blair Mill Road
Willow Grove, PA 19090
Email: [redacted]

Notices shall be effective upon receipt or such later date specified in the notice. Notices shall be deemed received upon: (a) for mail as shown by signature for receipt or rejection of delivery; or (b) for electronic mail: electronic confirmation of receipt during the local business hours of the recipient. If an out-of-office or similar message is received for electronic mail, receipt shall be the earlier of the designated return date or acknowledgement of the recipient or their designated alternate.

17.8 Sales and Use Tax. Contractor hereby acknowledges that pursuant to Section 4030.08 of the Code, PREPA is exempt from the payment of sales and use tax imposed by the Code and, therefore, Contractor shall not charge any sales and use tax for the Services performed under this Agreement.

17.9 Entire Agreement; Amendment. This Agreement, together with each Task Order, sets forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or contemporaneous representations, discussions, negotiations, letters, proposals, agreements, and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each Task Order may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the Parties. For the avoidance of doubt, a Task Order may not amend this Agreement.

17.10 Severability. Any portion or provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining portions or provisions of this Agreement or, to the extent permitted by law, rendering that or any other portion or provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

17.11 Waiver. Either Party's exercise or failure to exercise any right or remedy shall not preclude the exercise of that or any other right or remedy at any time. Failure by either Party to enforce its rights and remedies shall not constitute or be construed as a waiver or otherwise preclude such Party from enforcing the same, or other, rights and remedies in the future.

17.12 Counterparts. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile or by Portable Document Format ("PDF") or other electronic means and each such original, facsimile copy, PDF, or other electronic document when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

17.13 Headings. Any headings preceding any of the Sections hereof are inserted solely for convenience of reference, shall not constitute a part of the Agreement and shall not otherwise affect the meanings, content, effect or construction of this Agreement.

17.14 Time is of the Essence. Time is of the essences with respect to the performance of this Agreement and each subsequent Task Order or Change Order.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed by their duly authorized representative as of the Effective Date.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC

By: [redacted]
Name:
Title:

By:
Name:
Title: Chief Executive Officer

07/06/24

ASPLUNDH TREE EXPERT, LLC

EIN: [redacted]

By: [redacted]
Name:
Title: Vice President & Chief Operating Officer.

EXHIBIT A

Scope of Work

The Scope of Work under this Agreement includes the following list. All Services shall be provided in accordance with all local, state, federal laws, regulations, executive orders, policies, procedures and directives.

- **Definitions:**
  - **Compatible Species** – Compatible Species are those that are congruent with the intended use of the site, and include small trees, shrubs and herbaceous vegetation that will never grow into conflict with overhead conductors.
  - **Clearing** – Includes the following activities (not all activities will be required for every Task Order):
    - Tree Removal: Qualified line clearance crews work at ground level or on aerial platforms to remove the portion of the tree that is above ground, leaving the stump in place. The stump is then treated with an herbicide to permanently eliminate the tree from the site.
    - Severing of Vines: Vines will be severed at the base with a 1 to 2 foot airgap created between the root system and the portion of the vine climbing on the structure. The stumps of vines that have been removed are typically treated with an herbicide to permanently eliminate them. Vines are severed and treated by qualified personnel working at ground level. The upper portion of the vine remains attached and is not removed.
    - Manual Cutting: Manual cutting typically involves the removal of small diameter Incompatible Species. Freshly cut stumps are treated with an herbicide to permanently eliminate the tree from the site.
    - Mechanical Mastication: Mastication work involves heavy clearing of trees using heavy equipment fitted with a variety of cutting heads capable or reducing standing trees to woody debris.
    - Use of Herbicides: While physically removing Incompatible Species addresses the immediate risk, cut vegetation will re-sprout and grow vigorously. Application of an herbicide eliminates the plant by killing the root system. Cut stump applications involve treating the cut face of the stump, remaining bark to ground line and the surface of any exposed roots.
    - Tree Pruning: Qualified personnel work from an aerial platform or while climbing within a crown of trees to prune the tree. All pruning work wounds the tree. Done poorly, pruning can result in an exaggerated regrowth response by adversely altering tree architecture and increasing exposure to decay organisms that can weaken the tree. These adverse consequences increase the likelihood of tree-initiated faults causing system interruptions and customer outages. Proper arboriculture techniques will be utilized.
  - **Debris Management** – Removal and disposal of debris in accordance with LUMA's "Debris Management Plan"
  - **Right of Way** – Is a real right that is established over the strips of portions of land where PREPA's facilities are located or will be located, such as: lines, poles, towers, equipment and accessories. These strips or portions of land are subject to the restrictions imposed in Regulation 7282, the Puerto Rico Civil Code and particular restrictions imposed at the time of acquisition. Rights-of-Way are established so that PREPA or its authorized representative has reasonable access to the electrical facilities of the Transmission and

Distribution System to, among other things, maintain, repair, improve, operate, and expand its facilities.

- **Incompatible Species** – Incompatible Species are those that are not congruent with the intended use of the site and include tall growing trees and other plant forms (e.g., bamboo and palms) with the potential to conflict with overhead conductors.
- **Hazard Tree** – Is defined as any vegetation materials that have been designated by a certified or licensed arborist or forester to be dead; likely to die or fail; or in a position that, under geographical or atmospheric conditions, could cause the vegetation to fall, sway, or grow into the powerline; and is likely to cause substantial damage to the powerline, disrupt powerline service; or come within the clearance distance defined for the voltage of the powerline.

- **Assessments – Prior to performing any field vegetation Clearing for each Task Order (Task Orders may also be called Work Order Packages or "WOPs"):**

  - Receive Task Order from PREPA's representative.
  - Obtain verification of the legal dimensions of the Right-of-Way or dimensions of the legal boundaries of the site property from PREPA's representative.
  - Obtain report from PREPA's environmental representative of any environmental sensitivities to be aware of in performing the work and any specific environmental mitigation measures required, if any.
  - Verify the exact mileage or acreage of the work area included in the Task Order.
  - Determine if there are any existing access roads or if any new access roads are needed to access the facilities and perform the Services. Identify a location for any new access roads that minimizes costs and impacts to the environment and stakeholders.
  - Determine if there are any Hazard Trees growing outside of the Right-of-Way and document location and provide pictures to PREPA or PREPA's representative for review.
  - Work with PREPA representatives to obtain any legal rights necessary to access existing access roads or to clear new access roads.
  - Perform a field review of the facilities included in the Task Order and document the Services to be performed in writing, including an identification of any Services requiring an outage.
  - Identify and obtain any permits necessary for performing the Services.
  - Provide a detailed, written assessment of the Services; the list of permits to be obtained; information on any access roads required, and the written environmental report to PREPA or PREPA's representative for review.
  - Perform a site visit with PREPA's representative to review the assessment.
  - Obtain final approval from PREPA to proceed with the Services identified in the assessment.
  - Document current conditions of the work area prior to performing the Services. Documentation includes photographs of conditions and identification of any differences in facility locations between what is in the Task Order/WOP and what is found in the field.
  - Provide written notification of all stakeholders/landowners who will be impacted by the Services with advance notification of when the Services will begin and end and the expected impact.
  - Make all necessary arrangements for traffic control, if needed.
  - Arrange for all necessary outages. In some cases, it may be necessary to perform all non-outage Services first and return to the work location later to perform Services requiring an outage. Such determinations will be made in discussions with PREPA and documented.

- **Execution of the Work – Transmission Lines Vegetation Clearing:**

- Scope includes all 38kV, 115kV and 230kV lines
- PREPA estimates there are approximately 2,500 miles of transmission lines. This scope of work will include all or a portion of these facilities.
    - Work inside the Right-of-Way
        - Clear all Incompatible Species from the full width of the Right of Way. Whenever possible, Incompatible Species should be removed from the Right of Way to prevent future interference with the operation of the facilities. Any determinations not to remove Incompatible Species will be made in discussions with PREPA and documented in the written assessment.
        - Compatible species will be cleared consistent with the clearance distances to be provided by PREPA for each voltage level prior to the start of work.
    - Work outside the Right of Way
        - Perform tree pruning of species outside the Right of Way according to the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
        - Identify Hazard Trees growing outside the Right of Way and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Distribution Lines Vegetation Clearing**:

    - Scope includes all feeders, laterals, primary and secondary conductors
    - PREPA estimates there are approximately 13,000 miles of primary voltage distribution and 12,000 miles of secondary voltage distribution. This scope of work will include all or a portion of these facilities.
        - Work inside the Right-of-Way
            - Clear all Incompatible Species from the full width of the Right of Way. Whenever possible, Incompatible Species should be removed from the Right of Way to prevent future interference with the operation of the facilities. Any determinations not to remove Incompatible Species will be made in discussions with PREPA and documented in the written assessment.
            - Compatible species will be cleared consistent with the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
        - Work outside the Right of Way
            - Perform tree pruning of species outside the Right of Way according to the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
            - Identify Hazard Trees growing outside the Right of Way and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Substation and Telecommunications Sites Vegetation Clearing**:

    - Scope includes all substation sites (which can include multiple substations/telecommunications facilities within a common fenced area) and all telecommunication sites outside substations.

- There are approximately 310 substation and telecommunications sites. This scope of work will include all or a portion of these facilities.
    - Work inside the site fence
        - Remove all vegetation (Incompatible Species and Compatible Species) from inside the site fence followed by use of herbicides to achieve bare ground.
    - Work outside the site fence
        - Remove all vegetation within a perimeter outside the fence, as defined by PREPA prior to the start of Services, but not beyond the legal boundary of the property, and follow with use of herbicides to achieve bare ground.
        - Identify Hazard Trees growing outside the perimeter or legal boundary of the property, as determined by PREPA, and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Access Roads Vegetation Clearing:**

    - Scope includes any access roads identified during the assessment and agreed to in writing by PREPA's representative. It is anticipated that most Task Orders will not require access roads.
    - Remove all vegetation (Incompatible Species and Compatible Species) from the legal boundary of the access road followed by use of herbicides to achieve bare ground.

- **Inspections:**

    - Upon completion of the work in each Task Order, notify PREPA's representative in writing the Services have been completed and are ready for inspection within 3 days of Service completion.
    - Meet PREPA's representative in the field for the inspection.
    - Receive the written inspection report from PREPA's representative. Discuss the timeframe for resolving any non-conforming work and/or action items and document the timeframe agreed to.
    - Perform all activities required to complete the documented non-conformances and action items, and repeat the inspection process.
    - Once all Services are accepted by PREPA's representative, obtain the acceptance in writing.
    - Obtain all required close-out documentation, including photographs of the completed work.
    - Submit all close-out documentation for each Task Order within 30 days after receiving the writing acceptance of the work.
    - PREPA is required to report weekly on miles and/or acres of Clearing work completed. Within 4 business days after the final acceptance of a Task Order, Contractor shall submit the filled-out "Completed Work Package Form", in the digital format required by PREPA, to support PREPA's reporting.

- **General Work Considerations:**

    - Private Property
        - Engage and inform all landowners according to PREPA requirements and always with respect.
        - Notify PREPA's representatives of any customer/landowner/tenant objections or refusals immediately (within 24 hours at a minimum).
        - Contractor is responsible for contacting customer/landowners to gain access to PREPA facilities.

- Contractor may be required to obtain a written release from each owner or tenant whose property has been utilized. The release shall state the property has been restored to a condition satisfactory to property owner or tenant.
- Prior to any vegetation work on private property, the contractor shall inform the owner or tenant of required clearances and explain prescribed work necessary to comply.

- **Debris Management**:

  - All debris management must comply with FEMA guidelines and with LUMA's Debris Management Plan. The Debris Management Plan is currently in draft format pending filing with the Puerto Rico Energy Bureau ("PREB"). Contractor acknowledges that it has received and reviewed a copy of the draft Debris Management Plan. PREPA shall provide Contractor with a copy of the final form Debris Management Plan once filed with the PREB.
  - All debris removal requires documentation stating date, type of debris, weight of discarded debris and must be discarded at FEMA-approved refuse location.
  - Failure to provide documentation and follow debris removal protocol is considered violation of this Agreement.

- **Safety/EHP:**

  - Provide safety personnel to conduct and report on safety protocol adherence.
  - Ensure all vegetation Clearing activities are observing industry and LUMA standards in regards to PPE, traffic safety, equipment safety, procedural safety and community safety.
  - Hold daily tailboards to instruct, coach, educate and inform all personnel engaged in vegetation Clearing activities to ensure maximum awareness to safe vegetation Clearing practices and environmental alertness.
  - If the daily task changes during the day, hold another tailboard session with all personnel prior to commencing the Services.
  - Produce and provide daily reports to PREPA, for review.
  - Inspect and ensure all biological and environmental regulations are being conducted, performed and exercised in accordance with FEMA guidelines, best management practice (BMP), and LUMA guidelines ("Environmental Guidelines"). The Environmental Guidelines are currently in draft format pending filing with the PREB. Contractor acknowledges that it has received and reviewed a copy of the draft Environmental Guidelines. PREPA shall provide Contractor with a copy of the final form Environmental Guidelines once filed with the PREB.

- **Administrative:**

- Support services including but not limited to; reporting, project management, resource planning, engagement meetings, progress monitoring, site visits, aerial inspections and overall contract administration duties.

- PREPA intends to manage the work using a work management tool that has not yet been defined. Contractor will participate in the necessary activities to support deployment of the tool, including training of personnel, acquiring field devices (such as tablets), and providing data/information to PREPA's representative as requested.

- **Augmented Vegetation Clearing Activities for Storm Response:**

    - Augmented vegetation management activities for response to a declared event will consist of removal of hazardous trees and limbs from facilities, power lines, and poles among other PREPA assets and gaining access to the facilities and fallen trees and limbs blocking the facility.

    - Supplemental vegetation Clearing which may entail completing work activities associated with a response such as a Right of Way vegetation Clearing and reconstruction access.

    - Physical control methods - "mowing" and light "mastication" equipment.

    - Physical control methods - "logging" and heavy "mastication" equipment.

    - Mechanized tree and brush cutting equipment (e.g., jarraf).

    - Site access and temporary access road building

    - Aerial saws

- **Identification of Transmission and Distribution Equipment Defects/Damage on inspection of hazardous vegetation and work to be completed:**

    - During emergency vegetation Clearing operations, Contractor shall look for and report obvious abnormal conditions defects, and damage related to electric infrastructure.
    - The Contractor shall record and report the location and nature of electrical line and equipment defects observed (e.g., cracked insulators. broken or rotten crossings, rotten poles. leaking transformers. etc.) to the designated PREPA representative as soon as practicable.
    - The Contractor or their workers will NOT make or attempt to make any repairs or corrections to any electric infrastructure abnormal conditions observed.

- **Traffic Control / Flagging:**

    - Contractor shall coordinate with any PREPA traffic control contractor, or as otherwise directed by PREPA, when performing the Services.

- **Permits:**

    - Contractor shall obtain and pay for all permits required for the performance of the Services which are usual and necessary for Contractor's performance of the Services. Contractor shall give all necessary notices and pay all fees required by law relating to the Services.
    - Contractor shall provide PREPA with copies of all permits Contractor is required to obtain.
    - Contractor agrees that it shall observe and comply with any and all terms and conditions imposed upon it by any permit which relates to the Services.

- **General Considerations**

In performing the Services, the Contractor shall:

- Prior to commencement of any work, in conformance with ANSI Z133 and OSHA 1910.269, the Contractor shall perform a job briefing with all workers by the qualified arborist in charge. An additional job briefing will be conducted by the Contractor if a significant change in the work or site conditions (e.g., wind strength, rain) occurs. The qualified arborist in charge shall ensure workers understand and can conform to the proper use of equipment at the job site and recognize safe work practices.
- In conformance with ANSI 2133, Section 3.2 and OSHA 1910.38, Contractor shall document an Emergency Action Plan that will be maintained at the workplace and available for Contractor workers to review. Contractor workers shall be trained and competent at conducting their job as it applies to the emergency action plan.
- The Contractor shall ensure tools and equipment are appropriate for the tasks and working conditions and maintained and used in conformance with the manufacturer's recommendations.
- The location of equipment assigned to the Contractor for supervising or producing vegetation clearing work will be available to PREPA in an automated, near real time format.
- The Contractor recognizes its workers play a critical role in promoting positive customer relations. Contractors' workers shall uphold courteous and professionalism when interacting with the public, and will adhere to the following guidelines:
    - Be prepared to correctly address questions, concerns, and misconceptions about vegetation clearing.
    - Listen to customer questions or concerns and attempt to inform about the importance of the work.
    - If performance of services is significantly affected by such public interactions, refer the customer to the supervisor and move on to the next job.
    - If workers cannot provide an adequate answer, the question will be referred to their supervisor. The supervisor should then respond to the customer in a prompt and courteous manner to resolve the concern.
- Contractor workers shall present themselves, Contractor, PREPA and LUMA in a professional image. Clothing shall be neat, and in good repair, free from holes suited to the work performed and appropriate to the working environment. Shirts and/or vests identifying workers will be worn during working hours. This includes. but is not limited to:
    - Long trousers
    - Work boots with ankle support and grip soles
    - Long or short-sleeved shirt

- All personal protective equipment (PPE) as appropriate for work conditions
- Hi-visibility shirt or vest.
- LUMA approved identification (ID badge or other)

- The Contractor shall conduct regular quality control inspections and assessments as follows:
  - Contractor supervisors shall perform ongoing quality control assessments of work produced by workers to confirm work produced is in conformance. These assessments will be performed more frequently if unsatisfactory performance has been identified by PREPA or Contractor.
  - Contractor shall complete quality control on a project prior to submitting or reporting a project or a portion of a project is complete and ready for PREPA acceptance inspection.
  - Contractor shall include record of quality control performed in documentation submitted to PREPA as part of the project acceptance process.
- Vegetation Trimming, Treating, Clearing, Removal and Disposal:
  - Contractor shall engage and provide vegetation clearing services in accordance to all local, state, federal laws, regulations, executive orders, policies, procedures and directives.
    - Comply with ANSI A300 & Z133 Standards

- Contractor shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "LUMA Disaster Debris Service Contractor and the DDMC's name".
- Contractor will work closely with DMCC to ensure that the data documentation for Eligible Debris meet the requirements of FEMA and shall provide to PREPA all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and state reimbursement applications.
- Contractor shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets forty-eight (48) hours.
- Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material.

EXHIBIT B

FORM OF TASK ORDER

WHEREAS, PREPA and Asplundh Tree Expert, LLC (the "Contractor") are Parties to the Master Services Agreement [Contract number] dated as of [Effective Date] ("Agreement"), including all Exhibits and amendments to the Agreement; and

WHEREAS, PREPA has a need for Contractor to perform the Services described below ("Services");

NOW, THEREFORE, PREPA hereby authorizes the Contractor to provide the Services under the terms and conditions set forth herein and, in the Agreement, of which this Task Order becomes a part upon execution.

Task Order Number:	
Services Requested:	
Deliverables (e.g., reports, plans, estimates):	
Compensation / Rates:	PREPA shall pay Contractor for work performed in accordance with the rates and other compensation set forth in **Exhibit D** of the Agreement.
Not-to-Exceed Ceiling (Required for hourly work):	In no event shall Contractor's compensation under this Task Order exceed _____ Dollars ($_____.___) for services and _____ Dollars ($_____.___) for approved costs and expenses. Contractor is at risk and must bear all costs and expenses that exceed this amount for work performed under this Task Order, without compensation or reimbursement by PREPA, unless PREPA and Contractor agree in writing to an adjustment prior to Contractor performing Services that would cause the price ceiling to be exceeded.
Invoicing:	Contractor must submit regular invoices to PREPA, via its agent LUMA, consistent with the terms of the Agreement.
Start Date:	Contractor will commence work as soon as possible within [*] of signing this Task Order, unless otherwise indicated here:
Estimated End Date:	The estimated duration of work or end date is as follows: Contractor may request and PREPA may grant, at its discretion, an extension of the time to perform. Any request for an extension and denial or grant thereof must be in writing. Notwithstanding anything to the contrary in this Task Order or the Agreement, PREPA, in its sole discretion, can permit work be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting a breach or otherwise invoking applicable remedies against the Contractor.

Designated Representatives. The Parties designated their representatives for day-to-day communications and other issues in the Agreement. Those individuals will remain the Parties' Designated Representatives for this Task Order unless alternate representatives are designated below:

PREPA Designated Representative:	**Contractor Designated Representative:**
Name: _____	Name: _____
E-mail: _____	E-mail: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
_____	_____

Additional Requirements:	

Executed on the dates set forth below by the undersigned authorized representative of PREPA and Contractor to be effective upon signature by Contractor.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

ASPLUNDH TREE EXPERT, LLC

EIN: [redacted]

Per: _____
[Name]
[Title]

EXHIBIT C

HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

1. SUPPLEMENTAL SAFETY TERMS AND CONDITIONS

1.1 The Contractor shall comply with the following:

(a) The Supplemental Safety Terms and Conditions are intended to supplement and not replace the safety provisions in the Agreement. In the event of a conflict, these Supplemental Safety Terms and Conditions, the terms of these Supplemental Safety Terms and Conditions shall apply.

These Supplemental Safety Terms and Conditions shall also apply to any subcontractors that Contractor may use for the Services. **Contractor is responsible for ensuring that its subcontractors are aware of and comply with these Supplemental Safety Terms and Conditions.**

(b) The Contractor must provide proof, via written communication, that these Supplemental Safety Terms and Conditions have been reviewed with the subcontractors and acknowledged.

(c) Contractor and its subcontractors if any must comply with Electrical Hazards Regulation, such as 29 CFR Subpart S (2023) . Regulators from time to time can amend, update, or publish new requirements. Accordingly, Contractor acquires the responsibility of maintain its Safety and Health Program updated and its workers briefed accordingly.

(d) If work is to be performed near overhead lines by line-clearance tree trimmers who are qualified according to 29 C.F.R. 1910.269 (a) (2) (2023), at least two (2) employees shall be present when performing work involving the use of mechanical equipment or any other work that exposes employees to electrical hazards. 29 C.F.R. 1910.269 (l) (2) (2023).

(e) If work is to be performed near overhead lines by line-clearance tree trimmers who are qualified according to 29 C.F.R. 1910.269 (a) (2) (2023), Contractor shall ensure that employees will observe the minimum approach distances described in 29 C.F.R. 1910.269 (l) (3) (i) (2023). The Contractor shall ensure that no employee approaches or takes any conductive object closer to exposed energized parts than the established minimum approach distance unless:

(A) The employee is insulated from the energized part in accordance with the applicable OSHA standard, or
(B) The energized part is insulated from the employee and from any other conductive object at a different potential, or
(C) The employee is insulated from any other exposed conductive object in accordance with the requirements for live-line barehand work in 29 C.F.R. 1910.269 (q) (3) (2023).

(f) If work is to be performed near overhead lines by line-clearance tree trimmers who are not qualified employees:

(A) Before an employee climbs, enters, or works around any tree, a determination shall be made of the nominal voltage of electric power lines posing a hazard to employees. However, a determination of the maximum nominal voltage to which an employee will be exposed may be made instead, if all lines are considered as energized at this maximum voltage.

(B) There shall be a second line-clearance tree trimmer within normal (that is, unassisted) voice communication under any of the following conditions:

a. If a line-clearance tree trimmer is to approach more closely than 3.05 meters (10 feet) to any conductor or electric apparatus energized at more than 750 volts or

b. If branches or limbs being removed are closer to lines energized at more than 750 volts than the distances listed in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 (2023) or

c. If roping is necessary to remove branches or limbs from such conductors or apparatus.

(C) Line-clearance tree trimmers shall maintain the minimum approach distances from energized conductors given in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 (2023).

(D) Branches that are contacting exposed energized conductors or equipment or that are within the distances specified in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 may be removed only through the use of insulating equipment.

(E) Ladders, platforms, and aerial devices may not be brought closer to an energized part than the distances listed in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269.

(F) Line-clearance tree trimming may not be performed when adverse weather conditions make the work hazardous in spite of the work practices in the applicable OSHA standard. Each employee performing line-clearance tree trimming in the aftermath of a storm or under similar emergency conditions shall be trained in the special hazards related to this type of work. 29 C.F.R. 1910.269 (r).

(g) Contractor will use its Health and Safety Program and forms, as approved by LUMA's safety representative. LUMA could require the implementation of a different form when needed.

(h) Contractors must:

i. ensure that workers have no direct contact with an energized conductor, such as a power line.

ii. ensure there is no indirect contact with an energized conductor, such as a tree limb or tool touching a power line.

iii. Ensure that workers are not standing close to grounding elements. Power can travel through the ground.

Contractor's failure to comply with these Supplemental Safety Terms and Conditions shall cause the Contractor to be terminated and Contractor to be removed from LUMA's Approved Bidder's List.

2. GENERAL

2.1 Contractor's safety performance will be monitored and evaluated during the project by PREPA.

2.2 Contractor shall adhere to all applicable local, state, and federal regulations and all rules and policies set forth in Contractor's own safety manual. Contractor shall immediately correct any deficiency brought to the attention of Contractor by PREPA. Repeated safety violations, severe violations, or events are cause of the Contractor to be terminated and removed from LUMA's Approved Bidder's List.

2.3 Contractor shall adhere to all written safety directives issued by PREPA and/or LUMA.

2.4 All persons who enter the site shall have completed the Operator Contractor Safety Orientation. This training shall be valid for one year and must be refreshed annually.

2.5 PREPA shall have the authority to immediately stop Services which in the opinion of PREPA, constitute a safety concern. It is the responsibility of Contractor to adequately satisfy PREPA of any remediation necessary to provide a safe and healthful workplace.

2.6 Contractor shall have qualified and competent supervision present at any site where the Services are performed at all times to direct and observe the Services. The individual(s) providing qualified and competent supervision is permitted to perform Services activities; however, these activities can not interfere with ability to direct and observe the Services.

2.7 Contractor shall appoint a qualified and competent safety representative anytime Contractor has subcontractors working onsite without Contractor present. This representative shall be onsite at all times while Services are being performed by subcontractors.

2.8 If Contractor in good faith believes that any rule or procedure set forth in these Supplemental Safety Terms and Conditions will put its employees or others at risk, Contractor shall immediately notify PREPA and shall cooperate with PREPA to develop a mutually acceptable alternative procedure.

3. CONTRACTOR SAFETY REPRESENTATIVE

3.1 Contractor shall provide a full-time on-site safety representative per forty (40) employees on each project (Contractor and its subcontractors).

3.2 The full-time on-site safety representative/s shall assist Contractor with the initiation, enforcement, maintenance, and administration of job site safety and other loss prevention programs associated with the Services.

3.3 PREPA may request Contractor to provide a full-time safety representative for Services with fewer than 40 employees if PREPA determines the nature of the Services justify additional safety oversight. A risk analysis of the project will be performed to assist in determining this requirement.

4. MONTHLY SAFETY REPORTING

4.1 Contractor must report the following:

(a) Hours worked monthly and year-to-date on Services

(b) First Aid Events monthly and year-to-date related to the Services

(c) OSHA Recordable Events monthly and year-to-date related to the Services.

The above requirements must be reported by the 4th working day of the following month.

5. EVENT REPORTING

5.1 When providing the Services, once the scene is secure, Contractor shall report all events immediately to PREPA. Following initial notification, standardized incident reports shall be completed and submitted to LUMA's HSEQ Department.

(a) An initial written report shall be submitted by 8:00 am the following day. Within 5 days, Contractor shall submit an in-depth written report.

5.2 All environmental spills must be reported immediately to PREPA as appropriate.

6. JOB HAZARD ANALYSIS

6.1 Before any Services are provided and before changing any procedures or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written report identify all potential work site risks. The JHA shall include: 1) step-by-step plan for the job to be performed, 2) risks/hazards associated with the job, and 3) control measures that Contractor will take to eliminate or control these potential risks/hazards.

6.2 Contractor's assigned supervisor/lead shall review the JHA with each crewmember prior to the start of each job and anytime the work procedure changes. Additionally, the Contractor's assigned supervisor / lead shall review the JHA with each crewmember after lunch and/or significant break in the Services. Each crewmember must sign their name verifying they understand and will adhere to the JHA.

6.4 Contractor's supervision shall conduct a JHA review with all persons who enter the work zone. This review shall include a scope of work and any hazards present at the site.

6.5 Contractor shall make its JHA reports available to PREPA upon request.

7. PERSONAL PROTECTIVE EQUIPMENT

7.1 Contractor is responsible for providing the appropriate personal protective equipment in all operations where there is exposure to hazardous conditions. Contractor shall be responsible for enforcing use of required personal protective equipment.

7.2 Contractor and subcontractor employees shall wear at a minimum the following personal protective equipment (PPE) while in any construction area:

(a) Hardhat

(b) Safety Glasses or Prescription Safety Glasses with Side Shields that meet the specifications of ANSI Z87

(c) Approved hearing protection devices in designated areas

(d) The outermost layer of clothing on the upper body must be High Visibility and Reflective

(e) Work gloves appropriate for the potential hazards of the job tasks. Note: Jersey gloves are not permitted to be worn as the only means of protection.

(f) Protective toe footwear that meet the safety-toe specifications of ASTM F2413 with a compression rating of C75 (i.e. safety toe shoes)

(g) Employees that climb structures shall wear a shoe with a defined heel.

(h) 100% Fall Protection when climbing on wooden structures.

(i) Additional PPE may be required based on the Contractor's PPE Assessment.

(j) Open-toed, open-heeled, athletic footwear and tennis shoes are prohibited.

7.3 Contractor employees shall wear fire retardant (FR) clothing **when working on or near energized equipment**, if applicable. While not all-inclusive, the following list provides examples:

(a) When working within the minimum approach distances

(b) When rubber gloves or rubber gloves and sleeves are required

(c) When performing hot-stick work

(d) When bonding or working "bare hand method"

(e) When grounding conductors or equipment

(f) When testing lines or equipment to be de-energized

(g) When performing switching operations

(h) When entering enclosed/confined spaces with energized lines or equipment

(i) When disconnecting or connecting testing meters

(j) When an employee is required to physically assist with energized work on lines or equipment where mechanical failure or human error could expose employee to a flash

(k) Additionally, an employee entering a station under the control of a Dispatch Authority shall be required to wear fire retardant clothing unless specifically exempted by PREPA.

7.4 Employees engaged in site clearing operations should be protected from hazards of irritant and toxic plants and suitably instructed in the first aid treatment available See 29 C.F.R. § 1926.604(a)(1) (2023).

7.5 All equipment used in site clearing operations should be equipped with rollover guards meeting the requirements of this subpart. In addition, rider-operated equipment should be equipped with an overhead and rear canopy guard. See 29 C.F.R. § 1926.604(a)(2) (2023).

7.6 The overhead covering on this canopy structure shall be of not less than 1/8-inch steel plate or 1/4-inch woven wire mesh with openings no greater than 1 inch, or equivalent. 29 C.F.R. § 1926.604(a)(2)(i) (2023). The opening in the rear of the canopy structure shall be covered with not less than 1/4-inch woven wire mesh with openings no greater than 1 inch. 29 C.F.R. § 1926.604(a)(2)(ii) (2023).

7.7 Workers can be exposed to crystalline silica when cutting, chipping, or drilling stone, brick, asphalt, or concrete products, and when contacting silica dust, which can come from these materials, dirt, or sand. Contractors are required to be familiar and comply with all applicable OSHA standards relating to the management of crystalline silica. Know that the federal respirable-crystalline-silica exposure limit is 50 micrograms per cubic meter of air, averaging over an 8-hour shift.

7.8 Contractor is required to: use engineering controls (such as water or ventilation) to help keep worker exposure to respirable crystalline silica at a permissible level; provide appropriate respirators when engineering controls cannot adequately limit exposure; limit worker access to high-exposure areas; develop a written exposure-control plan; offer medical exams to highly exposed workers; and train workers on silica risks and how to limit exposures.

7.9 Provide workers with wet-cutting saws/systems or vacuum-dust-collection systems when they cut masonry products. These are typically the most effective engineering controls in landscape applications.

7.10 Post warning signs around worksites where crystalline silica dust may be suspended in the air and provide appropriate respirators for any workers who might be exposed.

7.11 Ensure crew members wear gloves during almost all tasks. Require use of appropriate gloves for chemical, abrasion, burn and vibration hazards. Tight-fitting gloves without gauntlets are recommended when working with augers, woodchippers and other rotating equipment.

7.12 Require sturdy work boots for all landscaping tasks. Work shoes must meet ASTM-F2414 and F2413-05 and should protect from: falling objects, chemicals, and punctures.

8. SUBSTATION/SWITCHYARDS

8.1 Contractor shall have all employees in a supervisory role qualified to enter an energized substation. This training is commonly referred to as Station Entry Training. Supervisory employees shall be trained and competent in the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills, and techniques necessary to determine the nominal voltage of exposed live parts, and the minimum approach distances corresponding to the voltage to which the qualified employee will be exposed. A record of this training must be maintained by Contractor and made available to PREPA upon request.

8.2 Employees not OSHA station entry qualified shall be under direct supervision of a qualified supervisor. In this case, if the supervisory employee leaves an electrical station site where Services are being performed, all employees must leave the site as well.

8.3 All substation gates shall remain closed and locked at all times unless under direct observation by an attendant.

8.4 Upon entry/exit of a substation, Contractor shall notify the appropriate Dispatch Authority.

8.5 Excavation Inside Energized Stations -- Approval shall be attained prior to using mechanical devices to perform excavation inside an energized substation. Excavations shall be barricaded at the end of each shift.

9. FIREARMS, ALCOHOL, AND DRUGS

9.1 Firearms, alcohol, illegal drugs (marijuana, cocaine, etc...) or drugs taken for non-medicinal purposes are prohibited on all PREPA controlled sites.

9.2 Contractor shall be responsible for its and its subcontractor employees who are under the care of a physician and are taking prescribed medicine, which may alter the employee's physical or mental ability. Contractor shall determine the necessity to change and adjust accordingly the employee's job assignment while undergoing treatment.

9.3 If firearms or suspected illegal drugs are discovered on any PREPA worksite, the following guidelines should be followed by whoever discovers the firearms or suspected illegal drugs:

(a) First, if possible, without putting themselves or others in harm's way, attempt to secure the location and ensure that others cannot come in contact with the firearms or suspected illegal drugs. Do not handle or move firearms or suspected illegal drugs from their discovered location.

(b) Second, immediately contact PREPA and together make a decision whether or not the situation requires a call to the local law enforcement authorities. Immediately call the local law enforcement authorities and report the discovered items if (a) a PREPA representative is not available; (b) there is a threat of harm to any person; or (c) there is a risk of improper removal or disposal of the firearms or illegal drugs.

(c) Third, call local LUMA security personnel.

(d) Fourth, for incidents involving Contractor personnel, Contractor shall submit reports according to Section 4.0 Event Reporting.

10. DRUG/ALCOHOL TESTING

10.1 All Contractor and its subcontractor employees must complete and pass the following drug/alcohol testing:

(a) Pre-Employment (48 hours or less prior to first employment on a PREPA site)

(b) Post Event (within two hours) on all employees involved in any safety related event

(c) Random

(d) Reasonable suspicion

(e) If not subjected to a test listed above, Contractor and subcontractor employees must be tested a minimum of once every 12 months.

10.2 Screening substances and their associated cut-off limits. Contractor shall incur all costs associated with the drug testing identified in this section.

10.3 Contractor shall share test results with PREPA upon request to the extent allowed by applicable federal, state, or local law. If applicable, Contractor will ensure that employees, agents, subcontractors, or independent contractors and the employees of subcontractors or independent contractors sign an appropriate authorization prior to such tests being conducted, acknowledging the tests are being conducted and authorizing the information obtained to be provided to PREPA.

10.4 Contractor shall have and ensure compliance with a comprehensive substance abuse/drug and alcohol policy that complies with all applicable federal, state, and/or local statues or regulations.

11. TRAINING REQUIREMENTS

11.1 It is Contractor's responsibility to ensure their employees and subcontractors' employees are appropriately trained, qualified, and competent to perform assigned tasks and associated Services. Qualifications and training shall be documented by Contractor and available to PREPA upon request.

11.2 Contractor's and its subcontractors' Site Supervision shall have successfully completed the OSHA 30-Hour for Construction Training or the OSHA ET&D 20 and 10 Hour Training Courses. "Site Supervision" is defined as personnel with responsibility for making job site Work assignments, personnel with overall responsibility for the Work, and any person leading a crew or Work group (Foreman, Superintendent, Crew Leader, Lead Lineman, etc.). Newly appointed or hired supervision shall complete the OSHA 30-Hour for Construction Training or the OSHA ET&D 20- and 10-Hour Training Courses before assuming the supervisory position.

11.3 All Contractor and subcontractor employees who are performing Services shall have successfully completed the OSHA 10-Hour for Construction Training. New employees shall be trained within fourteen (14) calendar days of starting their first assignment.

(a) If Contractor and subcontractor employees have training that is equivalent to the OSHA 30-Hour or OSHA 10-Hour, Contractor shall submit an overview of the program and documentation of this training to PREPA. PREPA may require OSHA training in addition to such training, provided Contractor shall be responsible for the sufficiency of its training program.

11.4 Contractor shall submit its annual training plan to PREPA for review and approval.

11.5 First Aid/CPR Training – A minimum of two currently trained persons in First Aid and CPR shall be present for each crew. This is applicable to all crews except for those performing Electrical Work under 600V.

11.6 Contractor and subcontractor shall incur all costs associated with the training of their employees.

11.7 Prior to entering the site and during the term of the Agreement, Contractor shall provide to PREPA a list of all individuals (whether it's or its subcontractors' employees), which Contractor intends to use at PREPA sites. The list shall identify the individuals by their name and the last three digits of the individual's Social Security Number.

11.8 Contractor shall provide PREPA with the names and reasons for removal, when an employee is removed from a site due to lack of safety performance or not meeting the drug / alcohol testing requirements.

11.9 PREPA, in its sole discretion, may deny access to any individual who has previously been removed from a work site by PREPA or any of its affiliates for safety reasons.

11.10 Contractor may request a restricted employee to be cleared for work. A letter addressing the original safety violations or reason for suspension with any documentation supporting the request shall be sent to PREPA for approval. The employee shall not work at any of PREPA sites until approved by PREPA, which approval may be withheld at the sole discretion of PREPA.

12. JOB SITE COMPLIANCE AUDITING

12.1 If Services are greater than two weeks in duration, a Contractor safety professional shall perform and document one job site audit on each PREPA job site a minimum of once per month.

12.2 If there is a full-time safety representative assigned to the job site, daily site audits shall be performed and documented.

12.3 Contractor site supervision shall perform and document a minimum of one job site safety audit per week.

12.4 Contractor management personnel shall perform and document one job site safety audit per quarter.

12.5 Audits shall be maintained for the duration of the Services and shall be made available to PREPA upon request.

13. EMERGENCY PLANNING

13.1 All job sites must have emergency communication and an emergency response plan that has been communicated and understood by all Contractor and subcontractor employees. The plan shall include at a minimum:

(a) Emergency Contacts

(b) Location and Name of Local Emergency Services

(c) On-site communication methods

(d) Location and directions (including maps) to the nearest medical facility

(e) Procedure to follow in the event of an emergency

(f) All Contractor and subcontractor employees shall drive the route to the nearest medical facility prior to the provision of Services.

14. BILINGUAL REQUIREMENTS

14.1 At a minimum, Contractor shall provide one English speaking employee for each non-English speaking crew up to 10 crewmembers. The English-speaking crewmember(s) shall be able to communicate with all other crewmembers.

15. HAZARD COMMUNICATION

15.1 Contractor shall submit a chemical inventory prior to mobilizing onto a work site.

15.2 Material Safety Data Sheets (MSDS) shall be kept on file by Contractor and available for Contractor and subcontractor employee's and PREPA's review upon request.

16. MISCELLANEOUS

16.1 Housekeeping – All trash shall be kept in proper containers and disposed of properly.

16.2 Cable Verification – Immediately prior to cutting any control cable, Contractor personnel shall have a second person verify that it is the proper cable and that it is de-energized.

16.3 GFCI – All extension cords and electric hand tools shall be plugged into a GFCI provided by the Contractor. Contractor personnel shall not rely on the receptacles in PREPA or LUMA circuits.

16.4 Guard Structures – All hotline crossings and all road crossings shall be protected using a guard structure. Guard structures (including line equipment used as guard structures) shall be installed prior to disconnecting the conductor and shall remain in place until the conductor is clipped in.

16.5 Testing of Grounds – All grounds shall be tested in accordance with ASTM F2249 – 03 Standard Specification for In-Service Test Methods for Temporary Grounding Jumper Assemblies Used on De-Energized Electrical Power Lines and Equipment.

16.8 Traffic Control – Contractor should be directed by LUMA's authorized representative in matters related to Traffic Control. Contractor must gain understanding on operations involving roadways, and these shall comply with the Manual of Uniform Traffic Control Devices and/or local requirements.

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EXHIBIT D

FEES

Contractor will be compensated for the Services in accordance with the fees below.

				Rate Buildup Equipment															
				RATES PER REGION															
Hourly Equipment Rates, Herbicide and Material Rates			ATE Rate Estimates	San Juan		Bayamon		Caguas		Ponce		Arecibo		Mayaguez		Culebra		Vieques	
General Category	Sub Category	Long Description		Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate
Aerial Platform	Backyard Lift (40'-50')	Backyard Lift - 4WD Carrier w/Altec AT-37-G Backyard lift and Transpor+C3:C83 +C3:C30t	$106.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00
Aerial Platform	Backyard Lift (50'-60')	Backyard Lift - SKYLIFT Mini-Arborist Super 53' Back Yard Lift (or equivalent)	$106.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00
Aerial Platform	Backyard Lift (60'+)	Backyard Lift - SkyLIFT Mini-Arborist Super 61' Back yard Lift (or equivalent)	$169.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00
Aerial Platform	Bucket Truck (<50')	Mini-Bucket Truck - Squirt Boom AT or equivalent, 37 foot minimum working height on 4X4 Chassis	$106.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00
Aerial Platform	Bucket Truck (50'-60')	Bucket Truck - Aerial lift, 55' - 60' working height above ground, hydraulic dump box and all necessary hand & hydraulic tools	$107.00	$107.00	$856.00	$107.00	$856.00	$107.00	$856.00	$107.00	$856.00	$107.00	$856.00	$107.00	$856.00	$107.00	$856.00	$107.00	$856.00

Aerial Platform	Bucket Truck (60'-70')	Bucket Truck - Aerial lift, 60' - 70' working height above ground, **no dump box**, rear or over center pivot and all necessary hand and hydraulic tools	$169.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00
Aerial Platform	Bucket Truck (70'+)	Bucket Truck - Aerial lift, 70'+ working height above ground, **no dump box** and all necessary hand & hydraulic tools	$241.00	$241.00	$1,928.00	$241.00	$1,928.00	$241.00	$1,928.00	$241.00	$1,928.00	$241.00	$1,928.00	$241.00	$1,928.00	$241.00	$1,928.00	$241.00	$1,928.00
Aerial Platform	Bucket Truck 4x4 (50'+)	Bucket Truck - Aerial lift, 50'+ working height above ground, 4x4	$169.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00	$169.00	$1,352.00
Aerial Platform	Off-Road Bucket (60'+)	All terrain skidder - or equivalent with aerial lift, 60/70 foot elevator, includes all necessary tools and equipment	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Aerial Platform	Off-Road Bucket (60'+)	All terrain 'Puddle Jumper/BigFoot' 60'/70' Off Road w/Floatation & Street Tires	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Aerial Platform	Off-Road Bucket (Less than 60')	All terrain skidder - or equivalent with aerial lift, 50 foot minimum working height, includes all necessary tools and equipment	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
ATV	Amphibious	8x8 Amphibious Vehicle with trailer	$33.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00
ATV	Amphibious	Marsh Master (or equivalent) with mounted sprayer/mower head, with trailer	$33.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00
ATV	ATV	ATV (4x4) with trailer	$33.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00
ATV	Spray	ATV (4x4) with sparyer, and all necessary tools and equipment, with trailer	$33.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00
ATV	Spray	UTV (4x4) or (6x6) 2+	$33.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00

		passenger, with tracks or wheels, with spray system, with trailer																		
ATV	UTV	UTV (4x4) or (6x6) 2+ passenger, with trailer	$33.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00	$33.00	$264.00
Debris	Chipper	Pull Behind - Self-feeding 12" diameter minim	$106.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00
Debris	Chipper	Self-propelled - track with self loader/feeder, can handle 12" diameter trees, with trailer	$106.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00
Debris	Chipper	Pull Behind - Self feeding 15" diameter minimum	$106.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00
Debris	Chipper	Horizontal Grinder	$106.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00
Debris	Chipper	Pull Behind Whole Tree Chipper W Grapple or Winch 20'	$127.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00
Debris	Clam	Clam truck with 30 yard box minimum	$168.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00
Debris	Clam	Clam trailer 30 yd box minimum	$168.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00	$168.00	$1,344.00
Spray Equipment	Spray	Backpack Sprayer	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Spray Equipment	Tank	100 gal tank w/pump, 50 gal tank w/ pump on trailer with TGR Injector. (per hour)	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Spray Equipment	Tank	100-500 gal water tank / with trailer and pump (per hour)	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Spray Equipment	Technology	Computerized Spray System	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Spray Equipment	Truck	4x4 Truck w/200 gallon spray tank, 2 reels with at least 200' of hoses	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Spray Equipment	Truck	4X4 one ton spray truck with winch, 300 gal skid tank, 2 reels, 400' hose per roll and all necessary tools	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM

Manual Truck	Pickup	Manual truck, crew cab, 6 person capacity, NO dump box - 4WD	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Manual Truck	Split dump	Manual trimming truck, hydraulic dump box, and all necessary tools – 2 WD	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Manual Truck	Split dump	Manual trimming truck, hydraulic dump box, and all necessary tools – 4 WD	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Manual Truck	Split dump	Manual trimming truck, crew cab, 6 person capacity, hydraulic dump box, all tools - 2WD	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Manual Truck	Split dump	Manual trimming truck, crew cab, 6 person capacity, hydraulic dump box, all tools - 4WD	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Mechan cial	Aerial Saw	(Jaraffe) or equivalent Track or rubber wheel lift self propelled boom trimmer 70 foot minimum working height	$247.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00
Mechan cial	Aerial Saw	Kwik-Trim 53" Saw Blade Trimmer w/ Trailer	$247.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00	$247.00	$1,976.00
Mechan cial	Attachment	14" Forestry Tree Shear Attachment (no fuel)	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Mechan cial	Mulcher/ Large Mower	300+ HP mulcher with Cutter head and 4x4 support vehicle (example: Barko Mulcher 920 with Fecon Cutter)	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Mechan cial	Mulcher/M edium Mower	Track brush mower 150-300HP, tooth head or attachments, with trailer	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Mechan cial	Mulcher/Sk id Steer	Track brush mower 40-98 HP, tooth head or attachments, with trailer	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM

Mechan cial	Mulcher/S mall Mower	Track brush mower 99-149 HP, tooth head or attachments, with trailer	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Mechan cial	Small Mower	Rubber Tired Brush Mower, 99-149 HP, tooth head or attachments with trailer	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Mechan cial	Specialized	Sennebogen Wheeled or Tracked	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Mechan cial	Walk Behind	Vermeer S800TX or Equivalent Tracked Skid Steer w/Grapple & Enclosed Trailer	$63.00	$63.00	$504.00	$63.00	$504.00	$63.00	$504.00	$63.00	$504.00	$63.00	$504.00	$63.00	$504.00	$63.00	$504.00	$63.00	$504.00
Pickup	Pickup	Pickup – 2 WD	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Pickup	Pickup	Pickup - 4 WD	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Support	Debris	Log Skidder	$121.00	$121.00	$968.00	$121.00	$968.00	$121.00	$968.00	$121.00	$968.00	$121.00	$968.00	$121.00	$968.00	$121.00	$968.00	$121.00	$968.00
Support	Debris	60' Crane Grapple Truck	$226.00	$226.00	$1,808.00	$226.00	$1,808.00	$226.00	$1,808.00	$226.00	$1,808.00	$226.00	$1,808.00	$226.00	$1,808.00	$226.00	$1,808.00	$226.00	$1,808.00
Support	Debris	Cat 325 with Mulching head or equivalent	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Support	Equipment	Stump grinder w/trailer (per day)	$127.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00
Support	Hand tools	1-Weed Whip/Trimmer	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Support	Hand tools	1-Backpack Blower	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Support	Hand tools	Extendable chain saw 96" minimum	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Support	Hand tools	Power saws (additional)	$27.00	$27.00	$216.00	$27.00	$216.00	$27.00	$216.00	$27.00	$216.00	$27.00	$216.00	$27.00	$216.00	$27.00	$216.00	$27.00	$216.00
Support	Hand tools	Extension Saw	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Support	Heavy Equipment	Service Truck w/ trailer	$159.00	$159.00	$1,272.00	$159.00	$1,272.00	$159.00	$1,272.00	$159.00	$1,272.00	$159.00	$1,272.00	$159.00	$1,272.00	$159.00	$1,272.00	$159.00	$1,272.00
Support	Heavy Equipment	FAE 300 Mulcher with Dozer Blade	$127.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00
Support	Heavy Equipment	Excavator W Thumb	$127.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00
Support	Heavy Equipment	Semi and Lowboy	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Support	Heavy Equipment	Dozer	$127.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00	$127.00	$1,016.00
Support	Heavy Equipment	Track Loader	$147.00	$147.00	$1,176.00	$147.00	$1,176.00	$147.00	$1,176.00	$147.00	$1,176.00	$147.00	$1,176.00	$147.00	$1,176.00	$147.00	$1,176.00	$147.00	$1,176.00
Support	Heavy Equipment	Horizontal Grinder	$1,058.00	$1,058.00	$8,464.00	$1,058.00	$8,464.00	$1,058.00	$8,464.00	$1,058.00	$8,464.00	$1,058.00	$8,464.00	$1,058.00	$8,464.00	$1,058.00	$8,464.00	$1,058.00	$8,464.00

Support	Heavy Equipment	Tracked Sennebogen with two attachments	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Support	Pickup	Pickup - 2 Ton	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Support	Pickup	3/4 or 1 ton 4x4 support vehicle with gal fuel tank for Lg refueling, air compressor and all other tools	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Support	Pickup	F550 (or equivalent) 4x4 support vehicle with all necessary tools and transfer tank	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Support	Pickup	1 Ton Crew Cab Pickup 4x4	$39.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00	$39.00	$312.00
Support	Traffic	Sign Board	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Support	Trailer	1-6'x12' Enclosed Trailer	$57.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00
Support	Trailer	Landscape Trailer With Tools	$57.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00	$57.00	$456.00
Support	Trailer	Tractor Trailer	$204.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00
Support	Trailer	Rollback W/20 Ft Bed	$204.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00	$204.00	$1,632.00
Support	Vehicle	Boat & Motor	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Support	Vehicle	Tri Axle Dump Truck	$106.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00	$106.00	$848.00
Technology	Computer	Xplore ruggedized tablet (Bobcat) with external second battery	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Technology	Computer	Tablet	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Technology	Computer	Laptop W Air Card	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Technology	Laptop Unit	Laptop with GPS Unit	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM
Technology	Misc	Tru Pulse Laser	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM

		Rate Buildup Labor								
			RATES PER REGION							
		ATE Rate Estimate	San Juan	Bayamon	Caguas	Ponce	Arecibo	Mayaguez	Culebra	Vieques
Job Title/Classification	Unit of Measure		Billing Rate	Billing Rate	Billing Rate	Billing Rate	Billing Rate	Billing Rate	Billing Rate	Billing Rate
Vegetation Clearing										
General Foreperson	HOUR	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
Working Foreperson A	HOUR	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
Working Foreperson B	HOUR	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00
Climber A	HOUR	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00
Climber B	HOUR	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
Climber C	HOUR	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
Climber D	HOUR	NM	NM	NM	NM	NM	NM	NM	NM	NM
Lift Operator A	HOUR	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
Lift Operator B	HOUR	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
Lift Operator C	HOUR	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00
Equipment Operator A	HOUR	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
Equipment Operator B	HOUR	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00
Groundsperson A	HOUR	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
Groundsperson B	HOUR	$37.00	$37.00	$37.00	$37.00	$37.00	$37.00	$37.00	$37.00	$37.00
Vegetation Support										
Damage Assesor/Inspector	HOUR	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
Utility Arborist (ISA or TRAC)	HOUR	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00
Utility Arborist (Non-ISA or Non-TRAC)	HOUR	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00
Utility Arborist (Office staff)	HOUR	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
Drone Pilot	HOUR	NM	NM	NM	NM	NM	NM	NM	NM	NM
Safety Professional - Supervisor	HOUR	$75.50	$75.50	$75.50	$75.50	$75.50	$75.50	$75.50	$75.50	$75.50
Safety Professional - Trainer	HOUR	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
Program Support										
Program Manager	HOUR	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00
Compliance Specialist	HOUR	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00

Program Accountant	HOUR	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00

EXHIBIT D-1

COSTS AND REIMBURSABLE EXPENSES

Travel and Per Diem

Subject to the provisions for per diem in paragraph below, PREPA will reimburse actual charges for travel necessary for effective services to PREPA, with prior written approval by PREPA. PREPA will not pay for any first-class or business-class travel. Travel expense reimbursement applies to personnel providing the Services to PREPA. Travel expenses for family members or guests are not chargeable to PREPA or reimbursable.

Ground Transportation in Puerto Rico- Shall be reimbursable at cost, including Uber type services, taxis, or car rentals (rental cars require a previous approval by PREPA) and associated driving expenses such as, but not limited to parking fees, highway tolls, and fuel. Use of private vehicles, if utilized, shall be billed at the Internal Revenue Service mileage rate for privately owned vehicles in effect at the time of travel.

Air Travel - The cost of air travel will be reimbursed up to an amount that is no more than the advanced purchase of the lowest available regular economy airfare (including applicable taxes). The Contractor shall submit a copy of the original airline itinerary and paid invoice. Airfare may only be invoiced following completion of travel. In the event that a scheduled trip has to be cancelled or rescheduled by PREPA's order, PREPA will assume the cost of the penalty fee. Airfare necessary to attend PREPA's official business will be paid by PREPA according to these guidelines.

Rates:

i. Meals & Incidental Expenses: - Per diem will be paid in lieu of actual meals and incidental expenses. The per diem shall be based on the rate published by USDOD Defense Travel Web site for OUTSIDE CONUS, Non-Foreign Overseas and Foreign category. "https://www.defensetravel.dod.mil/site/perdiemCalc.cfm"

ii. Lodging (standard non-smoking room): Lodging expenses will be reimbursed at cost, without mark-up. Contractor must provide evidence of cost reasonableness with the corresponding invoice. Contractor may use an economical alternative of lodging, including temporary rentals of apartments or rooms (Airbnb like rentals).

iii. Per Diem Location

a. The per diem will be based on the location where the employee is staying overnight (following the day for which the Per Diem is to be paid).
b. In case of traveling through the night (no hotel stay), the per diem will be the same as the per diem applicable to the following day.
c. For the last day of a trip, the per diem will be based on the location where the employee stayed overnight (proceeding the day for which the per diem is to be paid).
d. For day travel, the per diem will be based on the location where the work is being done.

Mobilization:

Subject to the provisions of each Task Order, PREPA will reimburse actual charges for: (i) importing of equipment for effective provision of the Services, and (ii) mobilization of personnel, with prior written approval by PREPA. Equipment and personnel may only be mobilized if reasonable and necessary to complete the Services required of each Task Order. Reasonableness and necessity of the equipment must be duly documented by Contractor prior to requesting approval from PREPA.

For the avoidance of doubt, mobilization of personnel shall conform to the requirement under "Travel and Per Diem" set forth hereinabove.

Task Orders will be issued for mobilization.

Demobilization:

Subject to Section 12.2 of this Agreement, PREPA shall reimburse actual charges related to demobilization necessary in cases where PREPA terminates for convenience during the Initial Period.

Debris Disposal:

PREPA will reimburse actual charges for the expenses related to debris disposal at PREPA designated facilities, to the extent necessary and reasonable for effective performance of the Services on a Task Order by Task Order basis, with prior written approval by PREPA.

Other Expenses:

With prior written approval, PREPA shall reimburse actual charges for expenses specifically related to, and necessary for, the performance of a Task Order including specialized equipment not included in the rates outlined in Exhibit D. The Contractor will make all reasonable efforts to minimize expenses directly related to each Task Order.

Costs/Expenses that are not Reimbursable:

The Parties agree and acknowledge that the following costs/expenses will not be reimbursed by PREPA:

- Costs associated with establishing business operations, including temporary or permanent site set up, storage space, office space, business licenses, business expenses (e.g. office furniture, tablets, laptops, office supplies, etc.) associated with establishing business operations;
- Training of personnel; and
- Ordinary course permit fees.

EXHIBIT E

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

2. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.

3. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by ASUME certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

4. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

5. Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.

6. Contractor shall have delivered to PREPA prior to, or shall deliver on, the Effective Date:

   (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

   (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the Effective Date:

      i. a copy of Contractor's Merchant Registration Certificate;

      ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;

iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

v. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

vii. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;

viii. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws;

ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and

x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.

(c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 6(b).

6. In providing the services, Contractor, covenants, represents and warrants to PREPA as follows:

(a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries or its affiliates (together "Contractor Group Members" and each a "Contractor Group Member") shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by LUMA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

(b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds

transferred by PREPA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

(c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(d) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

(e) Contractor shall at all times comply with all applicable Law regarding non-discrimination;

(f) Contractor attests, subject to the penalties for perjury, that no member of Contractor or Contractor Group, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement;

(g) Contractor shall inform PREPA if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

(h) Contractor shall inform PREPA if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

(i) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable it with respect to the T&D System; and

(j) In delivering the goods or services, Contractor shall:

i. to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;

ii. to the extent that the goods or services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, as amended ("Act 173"), comply with Act No. 173; and

iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled

or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

7. **Consequences of Non-Compliance.** Contractor expressly agrees that the conditions outlined throughout this Exhibit E are essential requirements to contract with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Contractor's negligence, dereliction of duties or breach of the Agreement, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

8. Contractor hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico ("Act 2-2018") or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico- ("Act 8-2017").

   PREPA shall have the right to terminate the Agreement in the event Contractor is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018 or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

   Furthermore, Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

9. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.

Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico: The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 as amended, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Agreement. Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

Attachment 1
Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of _____, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of _____ of _____ (hereinafter referred to as the "Contractor") organized as a _____ under the laws of _____ [with the Federal Identification No.] _____.
- That I am authorized to represent the Contractor and all of its partners and members (if applicable) for purposes of this affidavit.
- That neither the Contractor nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Contractor's agreement with the Puerto Rico Electric Power Authority while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this ____ day of _____, 20___.

By:
Name:
Title:

Affidavit No. ____

Sworn and subscribed before me by _____, of the personal circumstances stated above, in his/her capacity as _____ of _____; who is personally known to me or whom I have identified pursuant the following form of identification: _____, this ___ day of _____, 20___.

Annex 1

Contract Certification Requirement

(See Attached)

* * * * *

EXHIBIT F

INSURANCE REQUIREMENTS

Insurance:

The Contractor shall secure and maintain in full force and effect during the life of this Agreement and until the end of the warranty period as provided herein, policies of insurance covering all operations engaged in by the Contractor, including but not limited to the following:

(i) Commonwealth of Puerto Rico Workmen's Compensation Insurance:

The Contractor shall provide Workmen's Compensation Insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any, or shall certify that such Subcontractors, agents, and invitees have obtained said policies on their own behalf.

The Contractor shall furnish a certificate from the Puerto Rico's State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance and including the Agreement Number, in accordance with this Agreement.

(ii) Employer's Liability Insurance:

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of at least $5,000,000 for each employee and at least $5,000,000 for each accident covering against the liability imposed by law upon the Contractor caused by or resulting from, injury, accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico (extraterritorial coverage).

(iii) Commercial General Liability Insurance:

The Contractor shall provide a Commercial General Liability Insurance with limits of at least $5,000,000 per occurrence and at least $5,000,000 aggregate. The Contractor agrees to require all its Subcontractors, if any, to procure and maintain similar coverage. **This limit can be met by a combination of primary commercial general liability policy and follow-form excess/umbrella liability policy**. The deductible for such insurance shall be no more than one hundred thousand dollars ($100,000.00) and the policy shall by its wording, or by endorsement include, but not be limited to the following coverages:

(A) "cross liability" and "severability of interest" clause which shall have the effect of insuring each person, firm, or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each.

(B) broad form property damage;

(C) blanket contractual liability;

(D) products and completed operations liability (for a period not less than twenty four (24) months from the date of contract completion;

(E) liability for operation of attached machinery;

(F) sudden and accidental pollution liability; and

(G) explosion, collapse and underground (XCU) and blasting.

(iv) Commercial Automobile Liability Insurance:

The Contractor shall provide a Commercial Automobile Liability Insurance with limits of at least $3,000,000 combined single limit covering all owned, leased, or scheduled autos, non-owned, and hired autos (including trailers). The Contractor agrees to require all its Subcontractors to procure and maintain similar coverage. The deductible for such insurance shall be no more than one hundred thousand dollars ($100,000.00).

(v) Pollution Liability Insurance:

Unless otherwise provided in this Contract, **if the Work has potential for Environmental impact or handling of Hazardous Materials**, Contractor is required to procure pollution liability insurance coverage in the amount of two million dollars ($2,000,000) per occurrence and two million ($2,000,000) in the aggregate. Such insurance shall cover claims for bodily injury, property damage, clean-up costs, and related legal defense expenses for pollution conditions that result from, or are disrupted by, the services rendered in performance of this Contract or any Work Order by or on behalf of Contractor. Coverage will include extensions for transportation and off-site disposal (if applicable) and will not be restricted by any time element limitations, mold, asbestos, lead based paint, or insured vs. insured exclusions preventing Owner from bringing a claim against other insureds. The policy will apply to pollution conditions on, at, under, arising or migrating from the Site. If the policy is written on a "claims made" basis, Contractor shall provide Owner with proof of renewal for the two (2) years following the expiration of the Contract. Further, Owner may require Contractor to purchase an extended reporting endorsement period at Contractor's sole expense. The deductible for such insurance shall not exceed two hundred and fifty thousand dollars ($250,000).

(vi) **If owned or non-owned aircraft or watercraft are used in the performance of the Work**, then Contractor will obtain aircraft liability and/or watercraft liability (as applicable), with a minimum limit of five million dollars ($5,000,000) per accident or occurrence. The deductible for such insurance shall be twenty-five thousand dollars ($25,000).

(vii) Property Insurance (Bailee Coverage): **If during this Agreement the Contractor will have PREPA's or LUMA's property under his or her Care, Custody and Control,** then insurance covering loss of or damage to PREPA's or LUMA's property will be required.

Requirements Under the Policies:

The Commercial General Liability, Commercial Automobile Liability and, if applicable, Pollution Liability and Aircraft or Watercraft Liability insurance policies required under this Contract, including but not limited to any subcontract(s) shall be endorsed to include:

a. As An Additional Insured:

LUMA Energy Servco LLC. / Puerto Rico Electric Power Authority (PREPA)
Risk Management Office
PO Box 364267
San Juan, PR 00936-4267

For any and all claims, liabilities, suits, causes of actions, and/or proceedings related to, arising out of, caused by, or resulting from any and all operations engaged by the Contractor.

b. A 30 days' cancellation or nonrenewable notice to be sent to the above address.

c. An endorsement including this Agreement under contractual liability coverage and identifying it by number, date, and parties to the contract.

d. Waiver of Subrogation in favor of LUMA Energy Servco, LLC. /Puerto Rico Electric Power Authority.

e. Breach of Warranties or Conditions:

"The *Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice LUMA Energy Servco, LLC. / PREPA's rights under this policy.*"

The inclusion of a "Separation of Insureds" clause may be submitted as an alternative.

If applicable, the Pollution Liability, Aircraft Liability or Watercraft Liability and Property Insurance (Bailee Coverage) Liability insurance policies shall be endorsed to include:

a. A 30 days' cancellation or nonrenewable notice to be sent to the above address.

General Provisions for Insurance to be Provided by Contractor

With respect to the policies of insurance procured by Contractor hereunder:

(i) Contractor and its Subcontractors will furnish Owner with certificates of insurance for inspection by authorized representatives of Owner within thirty (30) business days of Agreement or Subcontract execution and immediately upon renewal of any insurance policy. All required policies of insurance shall be in a form acceptable to LUMA and shall be issued only by insurance companies authorized to do business in Puerto Rico. The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded. If Owner requests, Contractor and its Subcontractors will also furnish Owner with policies of insurance for inspection by authorized representatives of Owner. The furnishing of

insurance by Contractor or its Subcontractors does not limit any of the other obligations or Liabilities of Contractor under the Contract. The bankruptcy or insolvency of any insurance company or the failure of any insurance company to pay any claim under an insurance policy will not be construed as a waiver or release of Contractor's obligations or Liabilities under the Agreement;

(ii) Contractor shall provide a Certificate from the Puerto Rico's State Insurance Fund that includes this contract identified by its number before performing any work pertinent to this contract.

(iii) If Contractor fails to provide to Owner satisfactory evidence of Contractor's Insurance as required herein upon request or, if after providing such evidence, any such policy lapses, is cancelled, or is reduced in coverage and or below total limits required in this Agreement, then in each such case, Owner may without restricting any of its other rights and remedies arising from such failure, whether under this Agreement or pursuant to any laws, procure and maintain such insurance in the name of Contractor, the cost of which shall be payable by Contractor to Owner on demand, and Owner may, at its option, deduct such cost as off-set from any monies which are due or may become due to Contractor. Total required limits can be met with any combination of primary and follow – form excess (Ei. Umbrella Policy);

(iv) Contractor shall ensure that all Subcontractors engaged in the Services shall procure insurance in accordance with standard industry practice. Before permitting any Subcontractors to perform any Services, Contractor shall obtain a certificate of insurance from each subcontractor evidencing such insurance, including all additional insured requirements. If any subcontract employees are principally employed in a jurisdiction other than Puerto Rico, but working on the Services, their workers' compensation and employer's liability policy shall be extended to include extra-territorial coverage. Notwithstanding the generality of the foregoing, Contractor shall ensure that all of its Subcontractors have and continuously maintain effective workers' compensation or equivalent insurance in any jurisdiction in which its Subcontractors perform any Services, and specifically in respect of any Services performed at the Site;

(v) Owner, its Affiliates, and their respective personnel, Subcontractors, all Other Project Participants and all other parties having a contractual right to insurance coverage, shall receive a waiver of subrogation and be named as "additional insureds" on all Contractor's and Subcontractors' insurance policies, except where prohibited by law.

(vi) All insurance policies shall be placed with insurers having an assigned rating of not less than A VIII by A.M. Best or equivalent, licensed in the Commonwealth of Puerto Rico, and in a form reasonably acceptable to Owner. Each such policy shall provide that it cannot be cancelled without at least ninety (90) Business Days' written notice to Owner and Contractor will give Owner at least thirty (30) Business Days' prior written notice of any reduction in coverage. The approval of any such policy by Owner shall in no way relieve Contractor of its obligations to provide the insurance required herein;

(vii) All insurance policies will provide for world-wide territory, liabilities and suits;

(viii) Insurance proceeds as they relate to damage or loss to physical assets, shall be available to Owner to the extent required for the timely repair or replacement of such damages or loss;

(ix) Owner shall be entitled to fully participate with Contractor in the processing of any insurance claim relating to this Agreement;

(x) Contractor shall use all diligence to ensure that all insurance required under this Contract shall not be invalidated. Contractor shall, at all times, comply with and abide by, and will ensure Subcontractors comply with and abide by, the terms, conditions, and requirements of the policies;

(xi) All insurance policies provided by Contractor shall be considered primary and shall not bring into contribution any other valid and collectible insurance;

(xii) All insurance policies will be consistent to what is typically obtained for work and projects similar in nature, size and scope of the Services;

(xiii) Contractor shall be responsible and liable, in each claim or occurrence for all deductibles and retentions under the policies; and

(xiv) LUMA / PREPA reserves the right to require other insurance as it may seem necessary during the course of this Agreement.

For clarity, the Maximum Liability Limit shall in no way limit Owner's right to recover pursuant to the required insurances, and such insurance proceeds shall not be included in calculating the Maximum Liability Limit.

Bonds:

As an Agreement security, the Contractor shall furnish the following bonds:

1. A Payment Bond with good and sufficient surety satisfactory to PREPA to guarantee the prompt payment of all labor, supervision, equipment and materials required in the performance of the Agreement.

2. A Performance Bond with good and sufficient surety satisfactory to PREPA, guaranteeing the Contractor will well and faithfully perform the Services.

The bonds shall be for the amounts, and due on the dates, set forth below:

DATE DUE	AMOUNT	COVERAGE
Effective Date	1/3 of the Contract Ceiling	Initial Period
Commencement of the first Additional Period	50% of the remaining value of the Contract Ceiling	First Additional Period
Commencement of the first Additional Period	Remaining value of the Contract Ceiling	Second Additional Period

Each bond shall be issued in the official form of LUMA (that is, AIA 312 format) and must include the corresponding Power of Attorney.

EXHIBIT G

FEDERAL CONTRACTING CLAUSES

1. USE OF FEDERAL FUNDING

This Contract or Agreement ("Contract") is funded, in whole or in part, by United States Federal Government ("Federal" or "Government" or "Federal Government") assistance in the form of grant, subgrant, loan, or reimbursement either directly to the recipient, the Central Office for Recovery, Reconstruction, and Resiliency ("COR3") or the Puerto Rico Department of Housing ("PRDH"), or to the subrecipient or applicant, Puerto Rico Electric Power Authority ("PREPA") represented by its agent LUMA Energy ServCo, LLC ("LUMA"), of funding provided from the Federal Emergency Management Agency ("FEMA") and Department of Housing and Urban Development ("HUD") to the Commonwealth of Puerto Rico. Accordingly, the following Federal provisions apply to this Contract pursuant to 2 CFR Part 200.327 and 2 CFR Part 200, Appendix II, as applicable.

2. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the Agreement, PREPA via its agent, may in its sole discretion:

a. elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

b. hire another contractor to perform the work and deduct any additional costs incurred by PREPA as a result of substituting contractors from any amounts due to Contractor; or

c. pursue and obtain any and all legal or equitable remedies.

This Section shall in no way be interpreted to limit PREPA's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to such labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor shall include, and require compliance by each of its subcontractors and vendors with, the provisions of these paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965. The Contractor will take such action with respect to any subcontract or purchase order as the Federal Emergency Management Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   PREPA further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

   PREPA agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

PREPA further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, PREPA agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to PREPA under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from PREPA; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with HUD CDBG Labor Standards Requirements

The terms of HUD form 4010 "Federal Labor Standards Provisions" apply and shall be deemed included as if restated in full herein. The terms in HUD Form 4010 include but are not limited to provisions requiring compliance with the following:

a. **The Davis-Bacon Act** (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. **The Copeland "Anti-Kickback" Act** (18 U.S.C. § 874, 40 U.S.C. § 3145) and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

   i. Subcontracts. Contractor shall insert in any subcontracts the clauses contained in subparagraphs (1) through (11) of paragraph (a) of HUD form 4010 and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   ii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **HUD Section 3.**

If work to be performed under this contract will be funded in whole or in part with a HUD CDBG funds (including, but not limited to CDBG-MIT), the work is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing. If Section 3 applies, the Parties agree to comply with HUD's regulations in 24 C.F.R. part 75 that implement Section 3, including but not limited to inclusion of a HUD Section 3 clause in every subcontract subject to compliance with n 24 C.F.R. part 75, and taking appropriate action upon finding that a subcontractor is in violation of the requirements in 24 C.F.R. part 75.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Section.

c. Withholding for unpaid wages and liquidated damages. PREPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Section.

d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

6. COMPLIANCE WITH CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The Contractor agrees to report each violation to LUMA and understands and agrees that LUMA will, in turn, report each violation as required to assure notification to the Recipient, the Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

7. SUSPENSION AND DEBARMENT

Federal regulations restrict PREPA from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration and contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

a. The Parties recognize that this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor has verified via the *Certification Regarding suspension and Debarment* form attached hereto at **Annex I**, that neither the Contractor nor its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor shall promptly notify LUMA of any changes to this certification during the term of this Agreement.

b. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction.

c. This certification is a material representation of fact relied upon by PREPA and its agent LUMA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PREPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8. BYRD ANTI-LOBBYING AMENDMENT

Contractors and subcontractors who apply for or bid on a federally funded contract of $100,000 or more must file the required certification found at APPENDIX A, 44 C.F.R. PART 18. As such Contractor has verified via the *Byrd Anti-lobbying Certification and Disclosure* form attached hereto at **Annex II**, that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. If Contractor awards any subcontract of $100,000 or more under this Agreement, Contractor will collect a *Byrd Anti-lobbying Certification and Disclosure* form from each subcontractor and submit it to LUMA. Contractor and its subcontractors subject to this requirement shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Disclosures will be forwarded to FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Agreement performance schedule; meeting Agreement performance requirements; or at a reasonable price. Contractor shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Contractor *and its subcontractors* are prohibited from spending the proceeds of this Agreement on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons as set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 ("McCain Act"), and 2 C.F.R. Section 200.216. Contractor and its subcontractors shall not use funds paid under this Agreement to fund the purchase, installation, or services of the telecommunications and video surveillance products or to contract with the entities prohibited by Section 889 of the McCain Act or 2 C.F.R. Section 200.216.

b. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Agreement.

11. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Agreement.

12. ACCESS TO RECORDS

a. The Contractor agrees to provide PREPA, P3A, the Puerto Rico pass-through agency, the Federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide PREPA, the Puerto Rico pass-through agency, the Federal awarding agency, or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d. PREPA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal awarding agency or the Comptroller General of the United States.

e. In compliance with the Disaster Recovery Act of 2018, the Parties acknowledge and agree that no language in this Contract is intended to prohibit audits or internal review by the FEMA Administrator, the Secretary of HUD, or the Comptroller General of the United States.

f. Records to be Maintained. Contractor shall maintain records, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations, whichever is longer. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this Contract, any other applicable Federal statutes and regulations, and the terms and conditions of Puerto Rico Department of Housing's (" PRDOH") Federal award.

g. Record Retention and Transmission of Records to LUMA Records. Prior to close out of this Contract, the Contractor must transmit to LUMA records sufficient for LUMA to demonstrate that all costs under this Contract met the requirements of the Federal award.

h. Data and Privileged Information. Contractor, if applicable, is required to maintain confidential data demonstrating client eligibility for activities provided under this Contract. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

i. Personally Identifiable Information (PII) Policy. Contractor must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Contract, as it may be updated from time to time.

j. Report. Contractor must complete and submit quarterly reports providing an overview on the project's progress to date, compliance with job creation/ retention (if applicable), and a summary of the progress expected for the next quarter. Additional compliance reporting, including but not limited to that for Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Part1701u, and Davis Bacon and Related Acts, as amended, 40 U.S.C. Part3141-3148, will be maintained in accordance with the reporting requirements under the CDBG-DR regulations, applicable PRDOH CDBG-DR policies, and executed agreements.

k. Ownership and Use of Documents.

   i. With the exception of the Contractor's working papers, Contractor acknowledges LUMA's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the Contractor, its agents, or representatives, for purposes of performing key obligations hereunder. In the event of any termination, Contractor shall deliver such information, drafts, reports, papers, and other materials to LUMA, in

document form or as computer program data, and Contractor recognizes LUMA or any other applicable stakeholder's (e.g. PRDOH, FEMA, and/or COR3) right to request such documentation or computer program data. If Contractor fails to deliver said information, LUMA may seek a judicial order to enforce its rights.

ii. Proof of expenditures incurred by Contractor on behalf of LUMA shall be made available LUMA. Contractor agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to Contractor account. These documents shall be open for LUMA and other stakeholders such as PRDOH, FEMA, and/or COR3's examination at all reasonable times during the term of this Contract, and up to five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations, whichever is longer.

13. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the Federal awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of Federal awarding agency officials without specific pre-approval from the Federal awarding agency. The Contractor shall include this provision in any subcontracts.

14. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal awarding agency policies, procedures, and directives.

15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to PREPA, LUMA, the Puerto Rico pass-through entity, the Contractor, or any other party pertaining to any matter resulting from the Agreement.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

17. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

18. DRUG FREE WORKPLACE

Contractor shall establish procedures and policies that promote a drug-free environment. Contractor must notify its employees of the policies as well as the penalties that may be imposed if any type of violation occurs. Contractor must notify LUMA if any of its employees are criminally convicted of any offense related to the use of drugs in the work environment. Such notification shall be made within ten (10) days of the conviction being declared.

19. COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Government of Puerto Rico, including PREPA, and the federal grant awarding agency (the "Licensees") a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data, materials and other results and proceeds first produced in the performance of this contract ("Work Product") the right to reproduce, publish, or otherwise use Work Product, including the preparation of derivative works, to distribute copies to the public, and to publicly perform and display the Work Product. For data and materials required by the contract but not first produced in the performance of this contract ("Acquired Work Product"), the Contractor will identify and grant to the Licensees or acquire on their behalf a license in Acquired Work Product that meets requirements, as determined solely by PREPA or its agent, for the Licensees to use and to license others to use the Work Product and Acquired Work Product for all PREPA activities and for ongoing use, training, maintenance, and improvement of the resulting technology improvements. Work Product and Acquired Work Product shall include, but not be limited to, data, research, written reports or literary works, software and/or source code, pictures or images, graphics, audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to PREPA, in formats acceptable to PREPA, copies of Work Product and Acquired Work Product.

ANNEX 1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By signing this Certification, the Proponent certifies that the firm, business or person submitting the proposal has not been suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. The Puerto Rico Energy Power Authority / LUMA Energy ServCo, LLC also may exercise any other remedy available by law.

In witness whereof, I affirm and sign the herein document in _____,

_____, this _____ day of _____, 20____.

_____
(Printed Name of Proponent)

By: _____
(Signature of Proponent)

_____
(Name of Firm)

_____
(Position)

Affidavit No. _____

Duly sworn and subscribed to before me in the city of in _____,

_____, this _____ day of _____, 20____, by

_____, of legal age, _____(civil status),

_____(occupation), and resident of

_____, in his/her capacity as _____ of the

Proponent, who to me is personally known, or have identified by means of

_____.

_____
Public Notary

ANNEX 2

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. Part 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Part 3801 et seq., apply to this certification and disclosure, if any.

[Signature page follows]

_____

Contractor's Name

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

EXHIBIT H

LUMA POLICIES

Dear suppliers:

I hope this message finds you well. I am pleased to address you as LUMA President and Chief Executive Officer. First, I want to express my gratitude for your support of our mission: to transform and modernize Puerto Rico's electric grid. I am committed to leading this company transparently, aligned with applicable laws and regulations, as well as with our own ethical standards.

We handle federal funds and other funds that belong to the people of Puerto Rico. As business partners, we expect our suppliers to behave ethically and transparently. There is a Contractor Code of Conduct for companies that work with LUMA, which you must abide by. Compliance not only helps us both avoid risks and legal penalties, but also allows us to build a solid reputation and foster trust with you and with the people of Puerto Rico. Here are some important reminders.

Respect for the purchasing process

To participate in LUMA's purchasing processes your company must be registered as a supplier. The requirements for registration can be found on the Suppliers section of our website at: https://lumapr.com/suppliers/lumas-vendors-registry-requirements/?lang=en. The supplier selection process must be completely finished, including the signing of the contract, before we are able to receive any goods or services.

No employee is authorized to provide a supplier with confidential information that gives it a competitive advantage in a procurement process. It is also strictly forbidden for any employee to receive benefits in exchange for awarding contracts or favoring a supplier. To make processes transparent, we also ask suppliers to refrain from trying to influence the purchasing process or from trying to obtain information that gives them an advantage.

In addition, employees are prohibited from sharing supplier's proposals or quotes with other suppliers. Therefore, please do not ask our employees for other suppliers' proposals or quotes.

Gifts from suppliers

When working with public funds, perception is as important as reality. A third party may misinterpret frequent lunches or dinners as a way to try to influence our employees, so please avoid extending these invitations.

If you receive any requests for gifts or benefits from any LUMA employee, please feel free to contact me directly, or, contact us anonymously, through the LUMA Ethics Helpline at: http://lumaethicshelpline.com/.

I appreciate your dedication and continued contribution.

Cordially,

[redacted]

President and Chief Executive Officer

OPERATOR ("LUMA") POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES

LUMA was created to power the lives of the people of Puerto Rico through the delivery of safe, reliable, and affordable electricity. Operating safely and sustainably and in an ethical and responsible manner is critical to achieving our goals.

Our vendors play an important role in supporting our operations and upholding our commitments to our customers. Our Vendor Code of Conduct explains the principles and standards that apply to you when you are providing goods and services to LUMA. As a LUMA vendor, we expect you to share the principles described in this Code of Conduct and to apply similar standards with your own employees and across your supply chain.

By following this Code, you are upholding our mission and our core values and setting the groundwork for our joint success. We expect you—including your employees and the suppliers you yourself use to act ethically and abide by the commitments in this Code and by other policies that may apply you as you interact with us or act on our behalf. We value our relationship with you and appreciate your efforts to fulfill these important responsibilities.

OUR MISSION STATEMENT & VALUES

Our values are not just words on a page. We live them daily. Our mission is always, in every way, to continue getting better.

Mission Statement

LUMA was purposefully built for the people of Puerto Rico, to reinvigorate and transform the island's electric transmission and distribution system and to support its overall economic development. We put people first – our employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for our customers and the world around us.

We stand together, building a culture on continuous improvement with the goal of working towards a stronger Puerto Rico by delivering on our promise of excellent customer service and our commitment to Safety.

Core Values

Our Core Values define how we work and we seek out business partners who share them as well. It is important that all members of our team embrace these values, as they are fundamental to how we do business.

We live by the following values:

I. **CARE**

We seek to understand and collaborate. We care enough to challenge each other. We care about each other – and the communities where we live and work.

II. **ACCOUNTABILITY**

We are transparent, respectful and responsive. We are ethical and guided by integrity. We do the right thing. We hold ourselves and each other accountable to operational excellence.

III. **PRIDE**

We take pride in holding ourselves to the highest standards of safety and sustainability. We are invested in our people, our actions and our commitments for the long run. We celebrate our successes and continuously strive to be better.

CONDUCTING BUSINESS THE LUMA WAY

Our Expectations

LUMA's Vendor Code of Conduct ("Code") applies to all intermediaries, suppliers, consultants, contractors, contract labor and other business partners who provide goods or services to or on behalf of LUMA (collectively, "vendors"). We each play a role in upholding the principles of our Code. You are expected to ensure that all your employees or sub-vendors that perform work for LUMA read, understand and follow the Code and the underlying policies and practices that are applicable to them to avoid illegal or unethical conduct. Compliance with this Code is a requirement for becoming and remaining a LUMA vendor.

Vendor Selection

We are committed to dealing fairly with all vendors throughout our procurement process, from bid evaluation and negotiation to award decisions and purchasing administration. We select our vendors based on objective criteria, such as technical, commercial or other legitimate business reasons. You are expected to cooperate with our procurement processes, including responding to any due diligence requests.

Speak Up

Raising awareness of possible misconduct or violations of the law or the Code is part of our commitment to creating a fair and honest culture. To ensure the highest levels of integrity throughout our supply chain, we rely on our vendors to speak up about any actual or suspected violations of the law or our Code.

If you want to come forward with any questions or concerns, you may use any of the following resources:

Your LUMA Supply Chain Representative
LUMA Leadership
LUMA's Director of Compliance
LUMA's Ethics Helpline

LUMA's Ethics Helpline is available 24 hours a day, seven days a week, in Spanish and English. You can call the Ethics Helpline at 877-776-0993 and speak with a third-party representative, make a report via the internet at www.LUMAethicshelpline.com, or e-mail compliance@lumapr.com.

LUMA's Ethics Helpline is managed by an independent third-party service provider. You may report anonymously. All reports made to the Ethics Helpline are forwarded to LUMA's Director of Compliance for review and investigation. When you make a report to the Ethics Helpline, please provide as much information as possible. The more information you provide, the easier it will be for the Company to investigate and address your concern.

Investigation of Reports

You are encouraged to report conduct that you believe is illegal or improper. LUMA treats all reports of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all reports and take necessary action. You are expected to cooperate with any investigations. LUMA does not tolerate any form of retaliation against anyone who reports a violation of this Code in good faith or cooperates with an investigation. We also expect all our vendors to investigate any concerns that are reported to them and to take corrective measures if necessary.

Violations of Our Code

LUMA takes violations of our Code very seriously. We encourage our vendors to monitor their compliance with the Code's requirements. LUMA will monitor our vendors' compliance with this Code through audits or site visits as we deem necessary and we expect our vendors to cooperate with related requests. If any non-compliance with this Code is detected, you are expected to take reasonable steps to address, remedy, and prevent reoccurrence of the non-compliant conduct. Failure to comply with this Code may result in the termination of the business relationship between you and LUMA.

CREATING A CULTURE OF TRUST AND RESPECT

We believe in *People First, Safety Always.*

Human Rights and Labor Practices

We respect and promote human rights in all our operations. We expect you to share our commitment to providing equal employment opportunity and creating an inclusive work environment that is free from discrimination. You must treat all members of your workforce fairly and in accordance with all applicable labor and employment laws.

We expect you to employ workers on the basis of their ability to do the job, and not on the basis of their race, color, age, sex, national origin/ancestry, social origin or status, marital or familial status, citizenship status, disability, religion, veteran status, sexual orientation, gender identity, political affiliation, genetic

information, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, or any other status protected by federal, state, or local law.

LUMA will not tolerate any conduct by a vendor that is offensive, hostile, abusive, exploitative or otherwise inconsistent with a respectful workplace. You must not support or engage in forced or indentured labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, overtime, and benefits. We expect you to respect the rights of your workers to associate freely and to join or not join labor unions.

Workplace Safety

At LUMA, the safety of our people – employees, customers, vendors, and the public – matters first and foremost. As our vendor, you must comply with all applicable safety and security laws and regulations. You also must adhere to LUMA's safety standards and apply safe work practices to work you undertake on our behalf to prevent injuries and illnesses and minimize property losses. You must comply with LUMA HSE Contractor Selection and Management Standard applicable requirements. You are expected to report any incidents or near-misses in accordance with LUMA's HSE Handbook and our Workplace Safety Policy. You must ensure that your workers receive relevant training on health and safety procedures, including prohibitions on the use of illegal drugs and alcohol at work and restrictions on the possession of weapons.

Social Media

You must not use social media in a way that may jeopardize LUMA's reputation. You are not allowed to make any statements on behalf of LUMA without prior permission from the Company's Communications department. You are also not permitted to use LUMA's name or logo, trademarks or other intellectual property without the Company's express consent. You must never use social media to make false or defamatory comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

Conflicts of Interest

When working for LUMA, you have a responsibility to always act in the best interests of the Company. You must avoid engaging in any activity that would create an actual or apparent conflict of interest in the provision of products or services to LUMA. A conflict of interest may arise when your personal or professional relationships influence or appear to influence your business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- Your company is partially or fully owned or controlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee
- Your company is partially or fully owned or controlled by a government employee of any agency that regulates or oversees LUMA
- You hire or employ a current LUMA employee or their family member
- You have a personal relationship with the LUMA employee who supervises your work for the Company

Additionally, we are obligated to comply with the Código de Ética para Contratistas, Suplidores, y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico (the "Code of Ethics"), which enumerates our ethical obligations and responsibilities and includes specific requirements related to identifying, avoiding and mitigating conflicts of interest.

Even the appearance of impropriety can undermine our credibility, pose financial and reputational risk to us and jeopardize our ability to comply with relevant laws and regulations, or our contractual obligations. If you are aware of any situation that may create a conflict of interest you must promptly disclose it to the Company.

ACTING WITH INTEGRITY

We conduct our business lawfully and ethically.

LUMA's Code of Conduct for Employees

All LUMA employees are required to comply with LUMA's Code of Conduct for employees, available at https://lumapr.com/. Among other things, LUMA's employee Code has strict rules and expectations for our employees when they interact with LUMA's vendors. You must never cause or take any action that would result in a LUMA employee violating the employee Code. When in doubt, ask your LUMA business contact.

Zero Tolerance for Corruption

LUMA is committed to conducting business the right way. We never tolerate any form of corruption and we expect our vendors to carry out their business honestly and ethically. You must operate in full compliance with applicable laws and regulations, including anti-money laundering, anti-bribery and anti-corruption laws, wherever you do business.

When working for or on behalf of LUMA, you must never offer, promise or give a bribe, kickback or improper payment to anyone, whether they are a government official, commercial actor or private individual.

A bribe is an offer or gift of anything of value in order to improperly influence a decision or gain an unfair business advantage. Bribes may include money, expensive gifts, extravagant travel or entertainment, employment opportunities, and political or charitable donations. A kickback is money or a gift of anything of value returned or paid as a reward for awarding or fostering business.

We expect you to implement your own anti-corruption policies and procedures, which include conducting appropriate due diligence for any sub-vendors that will perform work for LUMA and maintaining accurate books and records.

Exchanging Business Courtesies

In the course of conducting business for LUMA, you may exchange business courtesies to build goodwill and positive working relationships at the Company. However, such exchanges must not be used to improperly influence a business decision or create a sense of obligation. Although nominal promotional items or business courtesies of modest value may be acceptable in certain situations, they are never required to do business with LUMA.

Even the appearance of impropriety can damage your and LUMA's reputations. Any business gifts or entertainment you give or offer to LUMA employees must be reasonable and comply with local law and the LUMA employee Code. Such courtesies must not be provided frequently. Extravagant gifts and entertainment, cash, cash equivalents, gift cards or discounts not available to all employees are prohibited, whether they are provided directly to LUMA employees or indirectly via third parties or family members.

Relationships with Governmental Authorities

LUMA often interacts with Puerto Rico's regulatory and other governmental authorities that are responsible for laws, regulations, and policies that affect the Company, such as:

- The Puerto Rico Public-Private Partnerships Authority ("P3 Authority")
- The Puerto Rico Electric Power Authority ("PREPA")
- The Puerto Rico Energy Bureau ("PREB")
- The Financial Oversight and Management Board for Puerto Rico ("FOMB")
- The Federal Emergency Management Agency ("FEMA")

In your work with LUMA, you may encounter government officials or employees from these or other government agencies and departments. You must act with integrity when interacting with such governmental authorities and ensure that you comply with all applicable legal requirements. You must not make representations on behalf of LUMA without prior approval from the Company.

Providing a business courtesy to a government official or employee is subject to strict rules, including the Code of Ethics. You shall not provide any business courtesies to any government officials or make any donations or contributions to any political party or candidate or for any political initiative on LUMA's behalf without prior approval from the Company.

Trade Controls

LUMA complies with all applicable laws and regulations that govern international trade, including import and export controls and economic sanctions promulgated by the U.S. Treasury Department, Office of Foreign Assets Control. We expect our vendors to be knowledgeable of and abide by these laws when applicable. You must not engage in transactions with any sanctioned parties or facilitate transactions with third parties that involve sanctioned parties.

SUPPORTING OUR COMMUNITIES

We invest in our local communities and provide the best service to our customers.

Environment and Sustainability

LUMA recognizes the importance of safeguarding the environment for future generations. We are committed to reducing our environmental impact and we actively seek vendors that operate in an environmentally responsible manner. Because we care about protecting the environment, we expect our suppliers to:

- Commit to and promote environmental compliance.

- Comply with local, Commonwealth and federal environmental laws, regulations and government orders, permits, authorizations and other legal obligations.
- Assist in finding efficient and effective solutions to environmental issues.
- Report environmental incidents in accordance with policies.
- Respond quickly and effectively to environmental incidents involving work sites and/or equipment in accordance with LUMA's policies.
- Be familiar with and comply with all LUMA environmental systems, procedures, plans and programs in effect and applicable to their work situation.
- Implement systems and procedures to minimize activities that pose a threat to the environment and provide training on the same.
- Ensure safe and appropriate management and disposal of waste.

Local Goods and Services

LUMA is committed to investing in the people of Puerto Rico. We support local businesses and provide them with fair opportunities to bid and acquire contracts. We expect our vendors to share this commitment to seek, use and develop a local supply chain while performing work for LUMA.

PROTECTING OUR COMPANY RESOURCES

We use assets, systems, processes and data responsibly.

Asset Management

Responsible management of assets that are owned by LUMA as well as assets that are entrusted to us by PREPA is vital to the performance of our work. Such assets include equipment, tools, vehicles, offices and yards, funds, documents, networks, systems and software, confidential information, sensitive information and intellectual property. As a LUMA vendor, your services may affect electric utility service and be subject to utility regulation, including oversight from the P3 Authority and the PREB. You are expected to safeguard the assets managed by LUMA and only use them with Company approval and for legitimate business purposes; they should be protected from misuse or theft.

Data Protection

Information systems managed by LUMA, and the data we store on these systems, are valuable assets, many of which are used to carry out critical utility activities. You have a duty to maintain the security and integrity of these systems and to abide by all information protection and privacy laws that apply to your relationship with us.

If you provide information systems services to LUMA, or you connect to information systems managed by LUMA, you will be expected to implement and maintain a cybersecurity system designed to prevent unauthorized access to these systems, as well as your own. In such cases, LUMA has the right to screen your systems for compliance and security purposes prior to engagement. You must notify LUMA

immediately if any information we provided or gave you access to has been, or is suspected of being, lost, stolen, or inappropriately disclosed.

All information that is created, stored and transferred using systems and networks managed by LUMA is Company or PREPA property. LUMA may authorize individuals to monitor equipment, systems and network traffic to ensure that these systems have not been compromised or to see if there has been improper or inappropriate use of Company or PREPA resources. You should not expect privacy when using LUMA's systems to access, download or transmit information.

Confidential Information

In the course of your work for LUMA, you may have access to the Company's or PREPA's confidential, non-public information. This can include financial information, business or strategic plans, customer lists, terms or rates offered to customers, pricing and technological innovations. You must protect the confidentiality of this information and you must not disclose it to anyone outside the Company unless the Company authorizes you to do so or it is required by law.

Sometimes our customers or other vendors will provide us with their own confidential information, in furtherance of our business relationships with them. You must always respect and protect the confidential information of our customers and other vendors and abide by any confidentiality obligations to which you have agreed. Any media inquiries related to confidential, non-public information about LUMA or its operations should be referred to the Company's Communications Department.

Data Privacy

We respect the privacy of the personal information of our employees, customers, and vendors. You have a shared responsibility to protect this information against inadvertent or inappropriate disclosure. You must handle such information in compliance with applicable laws and LUMA's policies and IT security requirements. LUMA reserves the right to analyze your security system to ensure that any personal information we disclose to you will be adequately protected. You must not share such information with third parties without LUMA's express approval. Any potential compromise to the confidentiality or the security of personal information should be immediately reported to LUMA's IT—OT Department.

Record Retention

We maintain Company records, in paper and electronic form, for as long as required by law and as necessary for our business purposes. During the course of your work for LUMA, you may generate or receive information or records related to the Company. You must follow all applicable laws and contractual requirements in creating, maintaining and disposing of these records. The destruction of personal information must be previously authorized to implement any necessary safeguards and must be documented in compliance with law.

You must not destroy or discard any records related to your work for LUMA that are subject to an internal or government investigation, or to any other legal or administrative proceeding. If you receive a subpoena or a request from someone outside LUMA for a document or record, notify your contact at LUMA.

Financial Reporting

Accurate, reliable, and timely records and disclosures are critical to meeting LUMA's financial, legal and management obligations. Records prepared for LUMA, including records of work time and expenses, must be accurate and complete. You must ensure that you have appropriate authorization for each work order or

purchase requisition and that you maintain appropriate supporting documentation. You must comply with generally accepted accounting principles, as well as your internal accounting policies and system of internal controls.

THIRD AMENDMENT TO

GENERAL SERVICES CONTRACT 91509

(WRI-1.0)

This Amendment to Contract **WRI-1.0** (the "Amendment") is entered into as of the date of the last signature below (the "**Effective Date**") by and between **WRIGHT TREE SERVICE OF PUERTO RICO, LLC**, an Iowa Limited Liability Company ("Contractor") and **PUERTO RICO ELECTRIC POWER AUTHORITY,** an instrumentality of the Government of the Commonwealth of Puerto Rico ("**Owner**" or "**PREPA**") and represented herein by its agent, **LUMA ENERGY SERVCO, LLC**, a Puerto Rico limited liability company ("**Operator" or "LUMA**"). Contractor and PREPA are collectively referred to herein as the "**Parties,**" and individually as a "**Party**".

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement, as defined below.

WHEREAS, the Parties entered into that certain **GENERAL SERVICE CONTRACT** – WRI-1.0 which is registered in the Comptroller's Office of Puerto Rico as Contract 2022-L00126 dated as of October 6th 2021, (the "**Contract**");

WHEREAS, The Agreement, with a total contract amount of **$90,000,000.00 USD** (the "**Reimbursable Contract Price**"), is set to expire on **October 5, 2024**.

WHEREAS, PREPA, by virtue of its enabling act, Act Number 83 of May 2, 1941, as amended ("Act 83"), has the authority to engage professional, technical and consulting services and such other services necessary and convenient to pursue the activities, programs, and operations of PREPA;

WHEREAS, LUMA was retained by PREPA and the Puerto Rico Public-Private Partnerships Authority ("***Administrator***"), under the Operation and Maintenance Agreement dated as of June 22, 2020, as may be amended from time to time and in accordance with its terms (including any amendments as may be contemplated by the Supplemental Agreement (as defined in Exhibit F-1 to such agreement) (collectively the "***OMA***"), pursuant to which LUMA provides certain services to Owner and Administrator as more specifically set out therein;

WHEREAS, the Parties agree that it is in their best interest to modify the rates of labor and equipment rates contemplated in Annex 2 (to Attachment 2) – All Inclusive Charges out of Rates.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Required Consents. The Parties acknowledge that they have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of the Amendment as contemplated by this Amendment, all of which shall be in full force and effect as of the date hereof.

2. The Agreement is hereby amended to:

    a. Amend Annex 2 (to Attachment 2) - All-Inclusive Charges Out Rates with the new rates and equipment included in Attachment 1 of this amendment.

b. All other terms and conditions of the Contract, including any amendments thereto, not mentioned in this Amendment remains unchanged.

3. All payments to be made under this Amendment will be charged to Owner's budget account:

   - [redacted]

4. The Parties will comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly: Act 237-2004, as amended, which establishes uniform contracting requirements for professional and consulting services for the agencies and governmental entities of the Commonwealth of Puerto Rico

5. Contractor Certifications. Contractor hereby makes the following representations as of the date hereof:

   a. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last (5) years. Contractor further certifies that it has complied and it current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.

   b. The required debt certifications have been delivered in accordance with Exhibit "E" included in Attachment 2 of this amendment.

   c. Any and all necessary waivers have been obtained from any government entity and that said waivers shall become part of the contracting file.

   d. Contractor acknowledges and accepts that its members and owners understand the rules of ethics applicable to their profession and assume responsibility for their own actions.

   e. Contractor represents, warrants and covenants as to the matters specified in Exhibit E - Government Contracting Requirements, to the extent applicable to Contractor's provision of Services, which are requirements that PREPA is obligated by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).

   f. Contractor shall have delivered to Owner or Operator prior to, or shall deliver on, the date of this Amendment all certifications and/or sworn statements required by Exhibit "E" of the Agreement.

6. Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico:
   The Parties acknowledge that Contractor has submitted the certification titled " Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Agreement. *Contractor represents and warrants that the information included in the*

Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

7. Office of the Comptroller. **Payment for Services rendered under the Agreement as extended by this Amendment will not be made until this Amendment is properly registered in the Office of the Comptroller of the Commonwealth of Puerto Rico pursuant to Law No. 18 of October 30, 1975, as amended.**

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

9. Counterparts and Electronic Signature. This Amendment may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The Parties agree that this Amendment may be executed by electronic signature, and that such signatures shall be deemed equally valid and binding as wet ink signatures.

10. Agreement in Effect. Except as hereby amended, the Agreement shall remain in full force and effect.

11. Governing Law. This Amendment shall be governed and construed under the laws of the Commonwealth of Puerto Rico, without regard to conflicts of law provisions.

12. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment by their duly authorized representative as of the date of the last signature set forth below (the "Effective Date").

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent LUMA ENERGY SERVCO, LLC
EIN: [redacted]

By: [redacted]
Title: VP,Corporate Security
Date: 6 June 2023

By: [redacted]
Title: Senior VP,Operations
Date: 6/7/23

WRIGHT TREE SERVICE OF PUERTO RICO, LLC
EIN: [redacted]

Per: [redacted]
Title: President
Date: 5/31/2023

ATTACHMENT 1

"Annex 2 (to Attachment 2) - All-Inclusive Charges out Rates"

Annex 2 (to Attachment 2)

ALL-INCLUSIVE CHARGE OUT RATES

On-System, Puerto Rico Crews:

Rates are valid from July 1, 2023 – June 30, 2024. Rate changes to be submitted to Operator by Contractor in writing with a minimum of thirty (30) days' notice.

Position Description	Base Pay (Wage) per Hour	Total Cost per Hour	Profit %	Billing (Standard) Rate per Hour
Supervisor	$30.14	$56.06	10%	$72.88
Crew leader	$24.68	$49.84	10%	$64.79
Qualified Line Clearance Arborist (QLCA)	$23.00	$47.34	10%	$61.55
QLCA Trainee	$21.37	$44.92	10%	$58.40
Equipment Operator	$24.68	$49.84	10%	$64.79
Groundman	$16.82	$38.16	10%	$49.61
Flaggers	$16.82	$38.16	10%	$49.61
Pre-Notifiers (Field Techs)	$25.91	$51.66	10%	$67.16

Rate Notes:

- All rates are in US Dollars
- Labor rates apply for training required under this Contract. Training related to Contractor policies and on-the-job training are included in the billing rates and are not to be billed at separate hourly rates.
- Labor rates are applicable to work performed by Contractor and do not include subcontracted work
- Overtime rates are charged for any hours over 8 hours per day or 40 hours per week (or if a four-day work week is adopted under this Contract, any hours over 10 hours per day or 40 hours per week) and require approval by Operator. Overtime shall be paid at a rate not less than one and one-half times the standard rate. The below overtime rates are valid from July 1, 2023 – June 30, 2024.
- Double-time rates are charged for hours worked on Sundays or holidays, as defined below, and require approval by Operator. The below double-time rates are valid from July 1, 2023 – June 30, 2024.
    - Holidays: New Year's Day, 3 Kings Day/Epiphany, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Actual observed dates for the holidays will be confirmed by Operator to Contractor in writing each year. This list is subject to change.

Position Description	overtime Rate perHour	Double-Time Rate perHour
Supervisor	$90.39	$107.89
Crew leader	$79.12	$93.45
Qualified Line Clearance Arborist (QLCA)	$74.90	$88.26
QLCA Trainee	$70.81	$83.22
Equipment Operator	$79.12	$93.45
Groundman	$59.38	$69.15
Flaggers	$59.38	$69.15
Pre-Notifiers (Field Techs)	$82.21	$97.26

- Rates do not inc.Jude applicable sales taxes any applicable sales taxes v.ill be invoiced at cost andas aseparate line item to Ope,·ator. Contrac tor acmowledges that Operator hasapplied for a sales and use ta.xexe mption ce-1tificate from the Puerto Rico Depa1iment of the Tre.aSUl)'. Accordingly, ouce such ce11ificate is issued and a copy of the certificate is provided toContrador, Contractor \Yill not be required to collect any Pue-110 Rico sales and use ta't and v.ill not include such ta"<es in its invoices or the supporting documentation provided to Operator.

- Rates do notin.dude mobilization to Puerto Rico; any mobilization cl.11·ges \Yill be invoiced at cost ruid as a separate line item to Operator. Conb·actor will provide est.im.1.tes for review and approval by Ope.-ator prior to initiation of lllObilization.

Off-System Crews:

R.,tes are valid from July I, 2023-June 30, 2024. Ratechanges tobe submitted to Operator by Conttjac tor
in writing witha minimum of thirty(30) days' notice.

Position Description	BasePay (Wage) per Hour	Total Cost per Hour	Profit "	Billing (standard) Rate perHour
Supervisor	$35.14	$69.94	10%	$92.32
Crew leader	$30.40	$65.14	10%	$84.68
Qualified line Clearance Arborist (QLCA)	$25.69	$58.19	10%	$75.65
QLCA Trainee	$24.70	$56.73	10%	$73.75
Equipment Operator	$30.40	$65.14	10%	$84.68
Groundman	$22.89	$54.06	10%	$70.28
Flaggers	$22.89	$54.06	10%	$70.28
Pre-Notifiers (Field Techs)	$31.92	$67.38	10%	$87.59

Rate Notes:

- All rates *are* in US Dolfars

- Labor rates apply for training required under this Contract Tmining related to Contractor policies and on-the-job training are included in the billing rates and are not to be billed at separate hourly rates.

- Labor rates are applicable to work peifonued by Coutmctor and do not include Sllbcontracted **work**

- Overtime rates are charged for any hours over 8 hotus per day or 40 hows per week (or if a four-day work week is adopted under this Contract, any hours ove,· 10 hows per day or 40 hows per week} and require approval by Operator. Ove,time shall be paid at a rate not less th„u one and one-half times the standard rate. The belowovertime rates are valid fromJuly 1, 2023- Jt111e 30, 2024.

- Double-time r.fes are charged for hows worked ou Sundays or holidays, as defined below, and require approval by Operator. The below double-time rates are valid fromJuly 1, 2023-Juue 30, 2024.

    - Holidays: New Year's Day, 3 Kings Day/Epiphany, Good foday, lv!emorial Day, Independence Day, Labor Day, Thanksgiving, Day afterThanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Actual obsen·ed dates for the holidays will be coufinned byOperator to Contrac tor in v.1iting eachyeru·. Thislistis subject to ch.,uge.

Position Description	overtime Rate per Hour	Double-Time Rate per Hour
Supervisor	$112.56	$132.79
Crew leader	$102.18	$119.68
Qualified Line Clearance Arborist (QLCA)	$90.44	$105.23
QLCATrainee	$87.97	$102.19
Equipment Operator	$102.18	$119.68
Groundman	$83.45	$96.63
Flaggers	$83.45	$96.63
Pre-Notifiers (Field Techs)	$105.97	$124.35

- **Rates do not inc.Jude applicable sales taxes any applicable sales taxes v.ill be invoiced at cost** and as a separate line iteiu to Operator. Contrac tor acknowledges that Operatorhasapplied for **a sales and use ta.xexemption ce-1tificate *fi:om* thePuerto Rico Depa1iment of the Tre.astuy. Accordingly, ouce such ce11ificate isissued anda copy of the certificate is provided to Contrador, Contractor \Yill not be required to collect any Pue110 Rico sales anduse ta.'<and v.rill not include such ta."<es in its invoices or the supporting documentation provided to** Operator.

- **Rates do uot include mobilization to Pue-110 Rico; any mobilization charges will be invoiced atcost andas a sepai·ate line item to Operator. Contra.ctor \Yill provide estimates for review** and approval by Operator p,ior to initiation of mobilization.

Equipment:
Mobilization and utilizationof any equipmeutltools by Contractor requires approval by Ope,·ator.

Equipment	Base Rate	Maint	Fuel	Taxes	Inswance	Rate per Hour	Consumption Rate
Std 50' bucket	$12.05	$6.20	$5.93	$0.51	$0.42	$25.11	1.5
Off road 4x4 lift	$14.29	$8.75	$5.93	$0.64	$0.50	$30.10	1.5
Tall{70') bucket	$14.73	$10.41	$5.93	$0.70	$0.52	$32.29	1.5
Standard crew cab chip dump truck 14 yd.4x4 crew truck	$7.14	$3.80	$4.35	$0.31	$0.25	$15.84	1.1
Off-road crew cab manual crew truck.	$9.05	$4.80	$4.35	$0.39	$0.32	$18.89	1.1
Standard Chipper (12-13")	$2.62	$3.41	$1.98	$0.17	$0.09	$8.26	0.5
2 X4 Pickup truck : 1/2 Ton	$5.73	$2.19	$5.53	$0.22	$0.20	$13.87	1.4
4 X4 Pickup truck 3/4 Ton	$7.55	$4.84	$6.93	$0.35	$0.26	$19.93	1.8
Skid steer (mower)	$19.29	$13.29	$13.83	$0.91	$0.68	$47.99	2.6
Excavator masticator (CAT 324 size)	$130.95	$57.55	$29.63	$5.27	$4.58	$227.98	7.5
Trailer	$8.33	$1.96	$0.00	$0.29	$0.29	$10.88	-
Aerial Lift 100' 4x2	$42.86	$15.71	$6.72	$1.64	$1.50	$68.42	1.70
Mini 4x4 Chip Truck	$6.86	$3.73	$3.95	$0.30	$0.24	$15.08	1.00
1/2 Ton Pickup 4x4	$6.77	$2.38	$6.32	$0.26	$0.24	$15.97	1.60
1/2 Ton GF Pickup 4x2	$5.39	$2.84	$6.32	$0.23	$0.19	$14.97	1.60
1/2 Ton GF Pickup 4x4	$6.37	$4.36	$6.72	$0.30	$0.22	1 7 . 9 6	1.70
3/4 Ton Pickup w/sprayer	$9.40	$3.72	$8.69	$0.37	$0.33	$22.51	2.20
Service Truck	$9.52	$8.55	$5.93	$0.50	$0.33	$24.84	1.50
ATV4x4	$4.44	$3.11	$1.58	$0.21	$0.16	$9.50	0.40
UTV	$7.84	$3.77	$1.98	$0.32	$0.27	$14.19	0.50
50' AllTerrain Aerial lift	$30.36	$12.49	$7.11	$1.20	$1.06	$52.22	1.80
All Terrain carrier WSprayer	$30.25	$12.48	$7.11	$1.19	$1.06	$52.10	1.80
Large Wheeled Mower	$33.93	$25.80	$11.85	$1.66	$1.19	$74.43	3.00

Large Tracked Mower	$38.69	$27.98	$11.85	$1.86	$1.35	$81.73	3.00
Mechanical Trimmer	$25.60	$28.58	$7.11	$1.50	$0.90	$63.68	1.80
Mini Mechanical Trimmer	$23.21	$26.40	$5.93	$1.38	$0.81	$57.73	1.50
Medium Tracked Mower	$34.52	$22.56	$9.88	$1.59	$1.21	$69.76	2.50
Large Wheeled Shear/Feller Buncher	$51.59	$30.72	$15.80	$2.29	**$1.81**	$102.20	2.10
Tracked Feller Buncher	$135.71	$76.10	$39.50	$5.91	$4.75	$261.97	2.00
Mini Skid Steer w/trailer	$15.71	$4.15	$3.16	$0.56	$0.55	$24.13	0.80
4X4 Rear Mount Paddle Foot	$26.79	$12.14	$5.93	$1.09	$0.94	$46.88	1.50
Log Loader/Clam Truck	$19.64	$9.14	$5.14	$0.80	$0.69	$35.41	1.30
Tracked Chipper	$92.86	$30.24	$31.60	$3.45	$3.25	$161.39	5.00
Log Skidder	$41.67	$23.56	$11.85	$1.82	$1.46	$80.36	2.00
Tractor Trailer	$36.50	$48.88	$27.65	$2.36	$1.28	$116.67	7.00
15-18 Inch Chipper With Winch	$9.29	$5.09	$6.16	$0.40	$0.33	$21.26	1.60
Extension Saw	$0.68	$0.41	$0.79	$0.03	$0.02	$1.93	0.20
Sign Board	$6.67	$1.79	$0.00	$0.24	$0.23	$8.93	0.00
Marsh Master	$29.29	$16.78	$7.70	$1.28	$1.03	$56.08	2.00
70' 4X4 Lift W Chip Box	$21.90	$16.02	$7.90	$1.06	$0.77	$47.64	2.00
Backpack Sprayer	$0.63	$0.34	$0.00	$0.03	$0.02	$1.01	0.00
landscape Trailer With Tools	$15.63	$4.37	$0.00	$0.56	$0.55	$21.10	0.00
70 Ft. Backyard Lift	$25.32	$4.55	$3.95	$0.84	$0.89	$35.55	1.00
Horizontal Grinder	$178.57	$45.98	$25.03	$6.29	$6.25	$262.12	5.00
Tablet	$0.96	$0.65	$0.00	$0.04	$0.03	$1.69	0.00
4X4100' Lift	$62.14	$18.11	$7.90	$2.25	$2.18	$92.58	2.00
Sennebogen Wheeled or Tracked	$132.65	$40.40	$33.58	$4.85	$4.64	$216.12	8.50
Laptop W Aircard	$0.92	$0.58	$0.00	$0.04	$0.03	$1.57	0.00
Tru Pulse Laser	$1.05	$0.33	$0.00	$0.04	$0.04	$1.45	0.00
Boat&Motor	$60.00	$9.24	$3.85	$1.95	$2.10	$77.13	1.00
Rollback W/20 Ft Bed	$16.96	$5.53	$8.89	$0.63	$0.59	$32.60	1.70

60' Crane Grapple Truck	$35.71	$8.50	$11.85	$1.24	$1.25	$58.56	1.50
PullBehind Whole Tree Chipper W Grapple or Winch20'	$19.64	$6.84	$7.90	$0.74	$0.69	$35.81	1.50
TriAxle Dump Truck	$28.57	$7.76	$7.90	$1.02	$1.00	$46.25	1.80
75' AllTerrain Aerial lift	$46.43	$13.06	$8.47	$1.67	$1.63	$71.25	2.00

,Fuel is basedonaverage. rates of $3.52per gallon forgasoline and$3.75 per gallon fordiesel If the. average priceof fuel onthe first Monday ofeach qu.111er has increased or decreased by more than$0.50 pergallon, Contrac|tor will calculate au adj1•stmeut send to Opa-ator for approval, tobe made in writing.

Rate Notes:

• All rates arein USdollars

• **Rates do not include applicable sales, use, orexcise ta."<es, any applicable taxes willbe :invoic.ed** at cost andas a sep.11-ate line. item to Ope rator. Conb·actor acknowledges thatOpa-ator has applied fora sales and use tm, exemption certificate fromthe Puerto Rico Department of the TreaS1uy. Accordingly, once suchcertificate is issued anda copy of the.ceitificate is provided to **Contractor, Coutrador \Yill uot be required to collect any Pues10 Ricosales anduse taxand \Yill not include s.uchtaxes in its invoices or the supporting documentation providedto** Opa-ator.

• **Rates do not include mobilization to Pue110 Rico any mobilizatiou charges ,vill be invoiced at cost and as aseparate line item to Operator. Contractor will provide estim.1.tes for review and** approval by Ope,-ator prior to initiation of mobilizationj

ATTACHMENT 2

EXHIBIT E

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

2. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by ASUME certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

3. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

4. Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.

5. Contractor shall have delivered to PREPA prior to, or shall deliver on, the Effective Date:

   (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

   (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the date of the Assignment and Amendment Agreement:

      i. a copy of Contractor's Merchant Registration Certificate.

      ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;

iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

v. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

vii. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;

viii. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws;

ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and

x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.

6. In providing the services, Contractor, covenants, represents and warrants to PREPA as follows:

(a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries or its affiliates (together "Contractor Group Members" and each a "Contractor Group Member") shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by LUMA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

(b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by PREPA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

(c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(d) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

(e) Contractor shall at all times comply with all applicable Law regarding non-discrimination;

(f) Contractor attests, subject to the penalties for perjury, that no member of Contractor or Contractor Group, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement;

(g) Contractor shall inform PREPA if, at any time during the Term, there are any material Tax disputes with any Authority of the Commonwealth (other than Commonwealth Tax liabilities for which Contractor is no responsible under this Agreement;

(h) Contractor shall inform PREPA if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

(i) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable it with respect to the T&D System; and

(j) In delivering the goods or services, Contractor shall:

i. to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;

a. to the extent that the goods or services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, as amended ("Act 173"), comply with Act No. 173; and

b. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses

operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

8. **Consequences of Non-Compliance**. Contractor expressly agrees that the conditions outlined throughout this Exhibit B are essential requirements to contract with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Contractor's negligence, dereliction of duties or breach of the Agreement, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

9. Contractor hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico ("Act 2-2018") or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico- ("Act 8-2017")

PREPA shall have the right to terminate the Agreement in the event Contractor is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018 or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

Furthermore, Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

10. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.

Interagency Services Clause: Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with PREPA or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These goods or services will be performed under the same terms and conditions regarding hours of work (if applicable) and compensation set forth in the Agreement.

Termination Clause: To the extent required by Act No. 3-2017 and OE-2021-003, or other applicable law, order or circular letter**,** the office of the Chief of Staff shall have the authority to terminate this Agreement at any time; provided that in any such event Contractor shall be entitled to payment in full for the Services provided by it through the date of termination.

PREPA certifies that, to the extent applicable, the Agreement has the appropriate governmental authorizations necessary for its execution, and according to the provisions in the Act No. 3-2017, known as

the “Act to Address the Economic, Fiscal, and Budget Crisis to Guarantee the Operations of the Government of Puerto Rico.” Furthermore, PREPA certifies that, also to the extent applicable, it has obtained written approval of the Government Chief of Staff and the Office of Management and Budget, pursuant to Memorandum Number 2017-001 and Circular Letter 141-17.

Attachment 2

SWORN STATEMENT

ACT 2-2018

I, [redacted], of legal age, married and resident of the State of Iowa, United States, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of President of Wright Tree Service of Puerto Rico, LLC (hereinafter referred to as the "Contractor") organized as a limited liability company under the laws of the Government of Puerto Rico with the Federal Identification No. [redacted]
- That I am authorized to represent the Contractor and all of its partners and members (if applicable) for purposes of this affidavit.
- That neither the Contractor nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Contractor's agreement with LUMA ENERGY SERVCO, LLC while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in West Des Moines, IA, this 31 day of May, 2023.

[Wright Tree Service of Puerto Rico]

By: [redacted]
Name
Title: President

State of Iowa
County of Polk

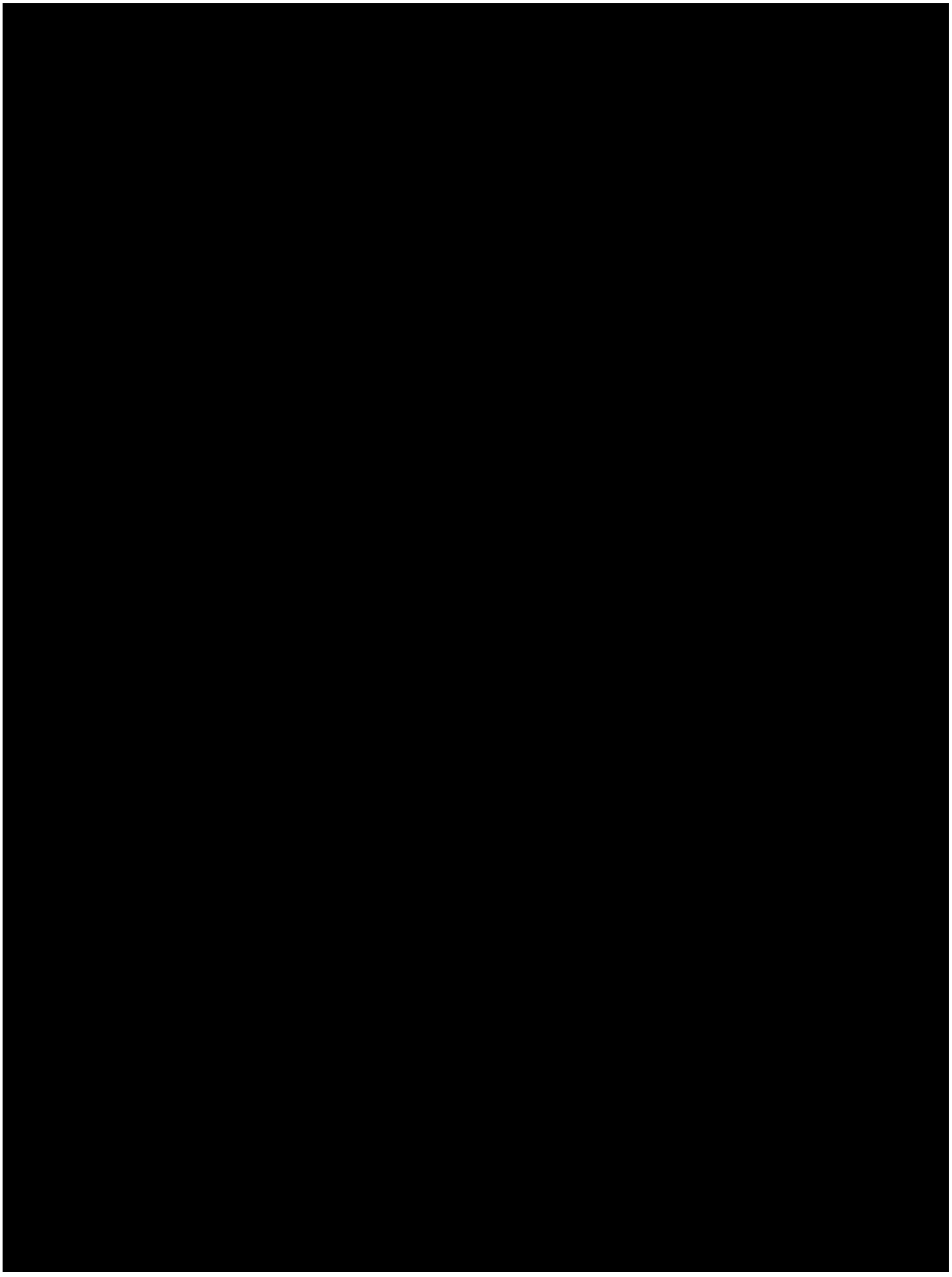
Sworn and subscribed before me on the 31st day of May 2023, by Samantha Mintle

(seal)

SAMANTHA MINTLE
Commission Number 764249
My Commission Expires
8-17-25

Notary Public

****End of Third Amendment ****



MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (this "Agreement") is made and entered into as of the __ day of May, 2024 (the "Effective Date"), by and between **PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rico ("PREPA" or "Owner"), represented herein by its agent, **LUMA ENERGY SERVCO, LLC (**"Operator" or "LUMA"**)**, and **WRIGHT TREE SERVICE OF PUERTO RICO, LLC** a limited liability company organized under the laws of Puerto Rico ("Contractor"). Each of PREPA and Contractor are sometimes referred to herein as a "Party" and together as the "Parties".

RECITALS

WHEREAS, LUMA was retained by PREPA and the Puerto Rico Public-Private Partnerships Authority ("Administrator"), under the Operation and Maintenance Agreement dated as of June 22, 2020, as amended from time to time in accordance with its terms (collectively the "OMA"), pursuant to which LUMA provides certain services to PREPA and Administrator as more specifically set out therein;

WHEREAS, in accordance with the terms and conditions of the OMA, and for the avoidance of doubt, LUMA is acting solely as agent to PREPA, and is not for itself or on its own behalf a party to this Agreement.

WHEREAS, PREPA, by virtue of its enabling act, Act Number 83 of May 2, 1941, as amended ("Act 83"), has the authority to engage professional, technical and consulting services and such other services necessary and convenient to pursue the activities, programs, and operations of PREPA;

WHEREAS, Contractor is a provider of certain vegetation clearing services;

WHEREAS, the Parties desire to enter into this Agreement to provide for, among other things, the performance by Contractor of certain vegetation clearing services, such as land clearing, line clearing work, access and debris management for federally funded projects for future emergency situations (the "Emergency Services") and to provide services related to past declared emergency events for permanent works, and for projects to restore facilities damaged by disasters and to prevent future damage similar to that caused by declared events (the "Permanent Works" and, together with Emergency Services, the "Services") for PREPA as required from time to time and on an individual project-by-project basis in the Contract Award Assigned Areas and in accordance with the Scope of Work attached hereto as Exhibit A ("SOW") For the purposes of this Agreement the Contract Award Assigned Areas shall mean: all sectors of Puerto Rico, including Culebra and Vieques, as assigned in each Task Order;

WHEREAS, PREPA finds it in its best interest to procure the Emergency Services through prepositioned contracts to perform the necessary work during emergency periods so as to not have to rely on emergency procurement to alleviate an immediate threat to life, public safety and other dangerous situations; and

WHEREAS, the Services will be provided on a time and materials basis pursuant to Exhibit D – Fees, and in compliance with LUMA's Guidelines for Time & Material Contracts (the "Guidelines").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

1. Interpretation and Construction of this Agreement.

1.1 The Recitals above are included as an integral part of the terms and conditions of this Agreement.

1.2 As long as the OMA is in effect, (i) all provisions hereunder relating to PREPA taking any action, receiving any notice or disclosure, making any determination (including but not limited to the termination of the Agreement), or otherwise referencing PREPA as beneficiary of the terms and conditions of the Agreement, shall be understood to refer to LUMA, acting on PREPA's behalf and (ii) all references to "LUMA" shall be understood to mean LUMA on its own behalf, as third party beneficiary of this Agreement. For the avoidance of doubt, PREPA (directly and not through LUMA as its agent) is prohibited from taking any action or giving any consent hereunder as long as the OMA is in effect. For the further avoidance of doubt, LUMA shall have no liability hereunder except in case of gross negligence or willful misconduct for any actions it may take on PREPA's behalf, and all such liability shall be exclusively PREPA's.

1.3 Exhibits, Annexes and Task Orders. The Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. In the event of an irreconcilable conflict, discrepancy, error or omission, the following descending order of precedence will govern: (i) Exhibit G – Federal Contracting Clauses, (ii) Exhibit E- Government Contracting Requirements, (iii) this Agreement and (iv) the remaining Exhibits. Once Task Orders have been executed, if there are any conflicts between the terms and conditions specified in this Agreement and those specified in an executed Task Order, those specified in this Agreement shall govern.

1.4 Construction. For purposes of this Agreement: (i) "include", "includes" or "including" shall be deemed to be followed by "without limitation"; (ii) "hereof", "herein", "hereby", "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) reference to a gender includes all genders; (iv) "any" shall mean "any and all"; (v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented and modified in effect from time to time in accordance with its terms; (vi) reference to any Applicable Law means such Applicable Law as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder; and (vii) reference to any Person at any time refers to such Person's permitted successors and assigns.

1.5 Days and Time. All references to days herein are references to calendar days, unless specified as Business Days, and, unless specified otherwise, all statements of or references to a specific time in this Agreement are to Atlantic Standard Time.

1.6 Negotiated Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement with the benefit of competent legal representation, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions hereof.

2. Performance of Services.

2.1 Performance of Services.

(a) Contractor shall provide PREPA with the Services as specifically set forth in task orders agreed to in writing and signed by both Parties from time to time in substantially the form attached hereto as Exhibit B (each, a "Task Order"); provided, however, that neither this Agreement, nor the Term Commencement Notice (as defined herein below), shall in any way obligate PREPA to enter into any Task Order. Contractor shall complete performance of the Services as set forth in each Task Order and in compliance with all applicable laws, including but not limited to the Endangered Species Act, rules, regulations, court orders and, to the extent the Services are subject to rules of ethics of a profession, comply with any such applicable rules. To the extent applicable, Contractor acknowledges and accepts that its members and owners understand the rules of ethics applicable to their profession and assume responsibility for their own actions. Contractor shall use the best practices acknowledged in the industry and adhere to express specifications and policies regarding the performance and delivery of the Services, as indicated in the Task Orders. For the avoidance of doubt, PREPA shall not issue Task Orders hereunder prior to providing Contractor with written notice confirming Term commencement (the "Term Commencement Notice").

(b) Contractor acknowledges and agrees that notwithstanding PREPA's execution of this Agreement, PREPA has the right to retain any other party to execute any of the Services, and that Contractor is in no way guaranteed any work and that it will only be entitled to perform Services if PREPA elects to issue a Task Order and then only upon the Parties agreeing to the applicable Task Order in the manner specified in this Agreement.

(c) Contractor acknowledges and accepts that PREPA may have entered into, or will enter into, vegetation clearing services agreements with other contractors to provide an expedited method for procuring similar or related services. Accordingly, PREPA may award other contracts for additional work to other contractors. Contractor agrees to cooperate with such other contractors as may be reasonably directed by PREPA. Contractor shall not commit or permit any acts that interfere with the performance of work by any other contractor, and PREPA shall take reasonable measures to ensure other contractors do not commit or permit any acts that interfere with the performance of the Services by Contractor.

(d) Contractor shall not perform any Services until such time as PREPA issues a Task Order and Contractor agrees in writing to perform such Services, and then only in respect of the Services provided for therein. Contractor acknowledges and agrees that the determination of whether and when any Task Order will be issued shall be solely within PREPA's discretion. PREPA shall issue Task Orders for the Services in a reasonable and non-discriminatory manner. Further, Contractor acknowledges and agrees that upon receipt of any Task Order from PREPA and acceptance by Contractor of same, it shall be required to perform the applicable Services as directed therein. For clarity, Contractor shall not proceed with any Services, and shall not be entitled to any compensation for any Services, unless and until the Task Order for such Services has been executed and delivered by the Parties in the manner set forth herein.

(e) Unless otherwise agreed to by the Parties, Contractor will mobilize personnel and equipment for performance of Emergency Services within 72 hours following acceptance of the Emergency Services Task Order, provided, however, it shall not be required to mobilize if it is deemed unsafe to travel.

(f) Contractor will adhere to the following industry standards and best practices: ANSI Z133 Safety Requirements for Arboricultural Operations (2017), ANSI A300 Tree, Shrub. and other Woody Plant Maintenance - Standard Practices and International Society of Arboriculture Best Management Practices.

(g) In addition, the Services may be subject to additional PREPA oversight in compliance with PREPA's "Contract Oversight Plan" (as defined in the Guidelines) which may be adopted and/or amended by PREPA at its sole discretion.

2.2 Task Order Changes. From time to time, the Parties may mutually agree to execute order changes to meet changing requirements through change orders (each, a "Change Order") signed by both Parties. If a change is requested by Contractor, such Change Order request must include (i) reason for the Change Order, (ii) description of remaining scope, schedule, and forecasted cost, (iii) impact of not performing such change order and (iv) any and all other documentation as reasonably required by PREPA. Upon execution of the agreed upon Change Order, it will become a part of the relevant Task Order. Notwithstanding anything to the contrary in this Agreement, PREPA, in its sole discretion, can permit work to be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting a breach or otherwise invoking applicable remedies against the Contractor.

2.3 Relationship Manager. Contractor shall designate a relationship manager (the "Relationship Manager") who shall serve as the main contact for Contractor and be responsible for all questions relating to the implementation of this Agreement and any subsequent Task Order or Change Order. Contractor shall instruct its personnel that any and all questions with respect to the Services shall be addressed with, and directed to, the Relationship Manager.

2.4 Personnel.

(a) The persons designated by Contractor to perform the Services shall have the appropriate technical and professional skills to enable them to perform the Services in a professional manner, consistent with generally accepted industry standards. Contractor shall not subcontract any of the Services without PREPA's prior written consent, which consent may be withheld in PREPA's sole discretion. Contractor shall retain full responsibility to PREPA under this Agreement for all matters related to the Services notwithstanding the execution or terms and conditions of any subcontract. No failure of any subcontractor used by the Contractor in connection with the provision of the Services shall relieve the Contractor from its respective obligations hereunder to perform the Services. The Contractor shall be responsible for settling and resolving all subcontractor claims arising out of delay, disruption, interference, hindrance, or schedule extension caused by Contractor or inflicted on Contractor or a subcontractor by the actions of another subcontractor.

(b) Contractor shall take a proactive approach to safety and strictly enforce safe work practices and comply with Exhibit C – Safety, Health and Environmental Obligations. The Contractor shall take responsibility for ensuring all workers consistently follow applicable safety laws. regulations. standards, and practices. The Contractor shall follow all applicable safety laws. regulations. standards, and industry practices including ANSI Z133; OSHA 1910.269, PR OSHA requirements. Contractor shall have the duty to stop work and initiate correction through the approved process if an unsafe work practice or safety hazard exposure is observed. The Contractor shall develop, amend as required, and follow a work plan emphasizing safe work practice.

(c) The Contractor guarantees that it currently has employed those full time equivalent personnel ("Contractor Resources") necessary and/or required to complete the Services contemplated under the Agreement. PREPA expects that Contractor will be able to provide a minimum of 520 Contractor Resources to complete the Services. Specific assignment of Contract Resources and ramp up times shall be agreed to by the Parties in each Task Order. For Emergency Services, Contract Resources must include at least one Qualified Line Clearance Arborist ("QLCA") or a QLCA trainee under the direct supervision of a QLCA.

3. Compensation.

3.1 Fees for Services.

(a) Fees for Services provided during the Initial Period will be billed pursuant to Exhibit D – Fees. Fees for Services provided in any Additional Period will be subject to an annual increase in an amount mutually agreed by the parties not to exceed 2.5% of the amounts listed in Exhibit D – Fees.

(b) The total amount to be paid by PREPA for Services and reimbursements of approved expenses provided hereunder shall in no event exceed **$488,000,000** (the "Contract Ceiling"). Each executed Task Order budget shall be deducted from the Contract Ceiling. The Contract Ceiling shall not be exceeded without prior written approval by PREPA, as evidenced by a written amendment to this Agreement. Contractor exceeds the Contract Ceiling at its own risk. This Agreement alone, without Task Orders or Change Orders is no guarantee of work. Prior to the issuance of any Task Order, the Agreement price is $0. The Contractor shall immediately notify PREPA when the aggregate billing or costs incurred under this Agreement amounts to (i) fifty percent (50%), (ii) seventy-five percent (75%), ninety percent (90%) and (iii) one hundred percent (100%) of the Contract Ceiling. In addition, Contractor shall present an itemized list of the remaining Services under the Agreement and/or Task Order, as applicable.

(c) PREPA shall not reimburse Contractor expenses unless previously approved in writing by PREPA.

3.2 Documentation. Contractor will be responsible for ensuring all Services and expenditures are duly documented in compliance with federal reimbursement standards, as referenced in Exhibit G. Lack of documentation will be considered cause to withhold payment per Section 3.4.

3.3 Payment for Services. **Registration at the Office of the Comptroller. PREPA shall submit this Agreement for registration with the Office of the Comptroller of Puerto Rico, in accordance with the provisions of Act No. 18 of October 30, 1975, as amended, and provide evidence of such filing to Contractor. Such filing shall be made no later than fifteen (15) days from the date hereof. The Parties agree that no performance of either Party's obligations hereunder may be required by the other Party until the Agreement has been signed by both Parties and submitted for registration as described above, and evidence of such registration shall be provided to Contractor.**

3.4 Invoices.

(a) Unless otherwise set forth in a Task Order, Contractor shall submit invoices to PREPA for the Services upon completion of each Task Order, detailing the amounts payable thereunder. PREPA shall approve, in whole or in part, Contractor invoices within thirty (30) days following its receipt of each such invoice (the "Approval Period"). If PREPA does not provide Contractor with written notice of disapproval within the Approval Period, such invoice shall be deemed approved. PREPA shall remit payment to Contractor within forty-five (45) days of approval of each invoice provided that PREPA may withhold payment of any amounts that are disputed by PREPA in good faith pending resolution of the dispute. In case of a dispute, PREPA shall notify Contractor of the disputed element and once the dispute is resolved according to Section 14 hereof, PREPA shall make the payment agreed to by the Parties within ten (10) days following resolution.

(b) PREPA shall pay Contractor for the Services provided hereunder as specified in each applicable Task Order. Invoices must have the following information in order for payment to be made: (i) invoice number; (ii) invoice date; (iii) date(s) that the Services were provided; (iv) detailed description of the Service provided (including whether the Services are Emergency Services or Permanent Works) or milestones completed/delivered, as applicable; (v) itemized invoice amount; (vii) reference to the applicable Task Order; and (viii) copies of timesheets with hourly breakdowns by employee; (ix) evidence of vehicle usage, including mileage, if applicable; (x) any and all other documentation as required by applicable federal, state, and local law, rules or regulations; and (xi) the following certification: "*We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into this Master Services Agreement by and among the Puerto Rico Electric Power Authority ("PREPA") and Wright Tree Service of Puerto Rico, LLC dated [•](the "Agreement"). The only consideration to be received for the Services (as defined in the Agreement) are the agreed-upon fees that have been negotiated with PREPA as specified in the Agreement. The total amount shown on this invoice is true and correct. The Services were provided, and no payment has been received.*"

(c) All payments made by PREPA for services rendered and work performed under each Task Order will be subject to a ten percent (10%) retainage ("Retainage") until substantial completion and acceptance of the Services. Retainage shall be payable as follows:

(i) Once the Services requested under a Task Order are completed by Contractor and accepted by PREPA, Contractor will present a final invoice requesting release of said Retainage, accompanied by a Waiver Letter issued by the "Corporación del Fondo del Seguro del Estado" certifying that Contractor complied with its legal obligation to insure its employees and accordingly paid the associated premiums with said Task Order.

(ii) Upon receipt of said Waiver, PREPA shall pay to the Contractor all Retainage in respect of such Task Order, minus the corresponding deductions (if any), within a reasonable period of time (not to exceed forty-five (45) days) after the latest to occur of (i) PREPA's written acceptance of the Services under such Task Order and (ii) receipt by PREPA from the Contractor of the Completed Work Package as provided in Exhibit A.

(d) All payments to be made under this Agreement will be charged to the following accounts :

Number	Description
14F019300000	Region 1 San Juan Distribution - Group A
14F019550000	Region 2 Arecibo Distribution - Group A
14F019500000	Region 3 Bayamon Distribution - Group A
14F019450000	Region 4 Caguas Distribution - Group A
14F019400000	Region 5 Mayaguez Distribution - Group A
14F019350000	Region 6 Ponce Distribution - Group A
14F019320000	Region 1 San Juan Transmission 38kV - Group B
14F019570000	Region 2 Arecibo Transmission 38kV - Group B
14F019520000	Region 3 Bayamon Transmission 38kV - Group B

14F019470000	Region 4 Caguas Transmission 38kV - Group B
14F019420000	Region 5 Mayaguez Transmission 38kV - Group B
14F019370000	Region 6 Ponce Transmission 38kV - Group B
14F019330000	Region 1 San Juan Transmission 38kV/Distribution - Group C
14F019580000	Region 2 Arecibo Transmission 38kV/Distribution - Group C
14F019530000	Region 3 Bayamon Transmission 38kV/Distribution - Group C
14F019480000	Region 4 Caguas Transmission 38kV/Distribution - Group C
14F019430000	Region 5 Mayaguez Transmission 38kV/Distribution - Group C
14F019380000	Region 6 Ponce Transmission 38kV/Distribution - Group C
14F019310000	Region 1 San Juan Transmission - 115kV
14F019560000	Region 2 Arecibo Transmission - 115kV
14F019510000	Region 3 Bayamon Transmission - 115kV
14F019460000	Region 4 Caguas Transmission - 115kV
14F019410000	Region 5 Mayaguez Transmission - 115kV
14F019360000	Region 6 Ponce Transmission - 115kV
14F019590000	All regions 230kV Transmission
14F019290000	Region 1 San Juan Substation/Telecom
14F019540000	Region 2 Arecibo Substation/Telecom
14F019490000	Region 3 Bayamon Substation/Telecom
14F019440000	Region 4 Caguas Substation/Telecom
14F019390000	Region 5 Mayaguez Substation/Telecom
14F019340000	Region 6 Ponce Substation/Telecom

3.5 Withholdings. The Contractor is an independent contractor and, as such, shall be responsible for the payment of all of its taxes and any applicable withholdings under the Puerto Rico Internal Revenue Code of 2011 and its regulations, as amended ("PRIRC"), the U.S. Internal Revenue Code- of 1986, as amended, or any state, territory or local tax statutes. No withholdings or deductions shall be made from payments to the Contractor for services rendered by Contractor, except for those required by any federal, state, territory, or local statutes, such as the PRIRC and Act No. 48-2013, as amended. In particular, when invoicing, the Contractor will allocate fees between those relating to activities undertaken by the Contractor outside Puerto Rico and constituting gross income from sources without Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. If the Contractor is not engaged in a trade or business in Puerto Rico, it will be deemed to be treated as a Puerto Rico non-resident for purposes of the PRIRC, and, therefore, PREPA shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Puerto Rico, in accordance with Section 1062.11 of the PRIRC, 13 L.P.R.A. Sec. 30281. PREPA shall remit and deposit with the Secretary of the Treasury of Puerto Rico any applicable withholdings or deductions made on payments to the Contractor. Pursuant to Act No. 48 of June 30, 2013, as amended, and Administrative Determination No. 13-14 ("AD No. 13-14") issued by the Puerto Rico Treasury Department (PRTD), payment for the Services may be subject to a one point five percent (1.5%) withholding (the "Special Tax") for employing specialized cleaning personnel. The Parties have agreed that PREPA shall retain an amount equal to the Special Tax from each invoice until such time as the PRTD determines whether or not the Services are subject to such Special Tax. PREPA represents that it has, or will in a timely manner, ask for a written determination from the PRTD on this matter. In the event the PRTD ruling concludes that the Services are not subject to the Special Tax, PREPA shall release all related

retained amounts to Contractor within thirty (30) days of receiving the PRTD ruling. Withholding requirements will be adjusted pursuant to any amendments to the PRIRC.

The Contractor represents and warrants that it has and shall continue to pay all taxes and other such amounts required by federal, state, territory and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

4. Representations and Warranties.

4.1 No Conflicts; Authority. The execution, delivery and performance by Contractor of this Agreement and any applicable Task Order, does not and will not breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any consent under, or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of, any agreement affecting Contractor's ability and power to perform hereunder. Contractor has all the authority and power necessary to execute, deliver and perform this Agreement without the need to obtain the consent of any person or entity, or if required it has been obtained and documented.

4.2 Quality of Services. Contractor represents, warrants and covenants to PREPA that the Services performed hereunder shall (i) be of professional quality, consistent with generally accepted industry standards and expectations for work of a similar nature, (ii) comply with all specifications and any other written documentation agreed upon by the Parties and (iii) be performed in accordance with applicable law, including but not limited to the Endangered Species Act of 1973, as amended, and each Task Order. In the event the Services provided by Contractor breach the foregoing warranty, Contractor shall promptly reperform such Services in breach of said warranty, at no additional cost to PREPA or, failing such reperformance, refund to PREPA all amounts paid by PREPA for such Services.

4.3 Outages and Damages to Third Parties. If, in the provision of the Services, Contractor causes an outage, Contractor shall reimburse PREPA for any reasonable expenses directly related to PREPA's correction of such outage. For the avoidance of doubt, third party losses related to such outages shall not be deemed PREPA expenses. If, in the provision of the Services, Contractor causes any damage to the property of third parties or to their persons, Contractor shall be solely liable for any repairs and/or monetary damages payable to such third party.

5. Ownership of Intellectual Property. PREPA has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by PREPA, its employees or agents (other than Contractor) ("PREPA IP"), including without limitation PREPA IP developed and/or owned prior to the Effective Date and intellectual property developed by PREPA, its employees or agents during or after the Term independently of this Agreement.

Contractor shall not have or obtain any right, title or interest in or to any PREPA IP. The Services provided by Contractor hereunder shall be deemed "work made for hire" in PREPA's favor. Other than such "work made for hire" in PREPA's favor that may be hired under this Agreement, Contractor has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by Contractor, its employees or agents prior to the Effective Date and intellectual property

developed by Contractor, its employees or agents, during or after the Term, independently of the works made for hire for PREPA under this Agreement ("Contractor IP").

6. Confidential Information.

6.1 Confidential Information. Contractor acknowledges that during the Term of this Agreement, it may develop or be exposed to Confidential Information of PREPA or LUMA. Contractor agrees at all times during the Term of this Agreement and thereafter, to hold in strictest confidence, and not to use, or to disclose to any person, firm, corporation or other entity, without written authorization of PREPA, any Confidential Information. As used herein, "Confidential Information" means (i) with respect to LUMA: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential, and whether or not disclosed or learned prior to the execution of this Agreement) disclosed to Contractor or its personnel by or on behalf of LUMA or any of LUMA's affiliates, or learned by Contractor or its personnel during the course of performing the Services, including all offers, maps, reports, assay or other statistical, geological, or geophysical data, technical data, financial, operating, or other information, in each case related to the business, operations, assets, or affairs of LUMA or any of LUMA's affiliates, or confidential information of third parties to whom LUMA or any of LUMA's affiliates owes an obligation of confidence, to the extent notice of such obligation is given to Contractor, and any derivatives of any such information; and (ii) with respect to PREPA: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential and whether or not disclosed or learned prior to the execution of this Agreement) disclosed to Contractor or its personnel by or on behalf of PREPA, or learned by Contractor or its personnel in the course of performing the Services, deemed information that if disclosed would pose a threat to public security and/or safety, or any other information considered PREPA's privileged or confidential information pursuant to applicable Law.

6.2 Return of Confidential Information. Contractor shall retain Confidential Information related to a Task Order only for so long as is necessary to provide the Services under such Task Order. Upon completion of such Services, Contractor shall turn over to PREPA (and will not keep in its possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by or otherwise belonging to PREPA or LUMA. All derivative materials, including notes, memoranda, analysis and other internal documents developed using or in connection with the Confidential Information, and copies thereof developed in connection with the Services shall be considered Confidential Information and subject to the obligations of this article.

7. Conflict of Interest.The Contractor certifies that:

A. none of its representatives under this Agreement are employed by or receive payment or compensation for such employment from any governmental agency, body, public corporation or municipality of Puerto Rico;

B. no Puerto Rico government, PREPA or LUMA employee has any personal or economic interest in this Agreement;

C. it may have service contracts with other governmental agencies, bodies, public corporations or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for the Contractor, with PREPA or LUMA, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

D. at the time of execution of this Agreement, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest for the Contractor, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

E. it had no involvement in preparing the specifications or work statements contemplated under this Agreement;

F. it did not, prior to submitting a proposal, have access to another competitor's proprietary information that was obtained from a Puerto Rico government official, PREPA or LUMA without proper authorization; and

G. it did not, prior to submitting a proposal, have access to source selection information (i.e., information prepared for use by PREPA or LUMA for the purpose of evaluating a bids or proposals to enter into an agreement, if that information was not previously made available to the public or disclosed publicly) that is relevant to the Agreement but was not available to all competitors, and such information would assist that contractor in obtaining the contract.

(ii) The Contractor acknowledges that it has a duty of ethical behavior towards PREPA. Such duty includes that Contractor shall not have interests that conflict with PREPA's interests in this Agreement or the Services pursuant to this Agreement. Those conflicting interests include the following (which are illustrative and not exhaustive):

A. the representation of clients which have, or may have, interests opposed to those of PREPA in relation to the Services (if applicable based on the type of Services by Contractor);

B. when Contractor's conduct is described as such in the canons of ethics that may be applicable to the Contractor and its personnel or in the laws or regulations applicable to Contractor and its personnel assigned to the Services;

C. when the Contractor, persons that control Contractor, or Contractor's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to PREPA or LUMA or an employee, officer, director or agent of PREPA or LUMA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

(iii) The Contractor agrees to avoid even the appearance of a conflict of interest.

(iv) The Contractor shall have the continuous obligation to promptly disclose to PREPA if any relationship with third parties could represent a conflict of interest with PREPA in connection with the Agreement or the Services. In such case, and in the cases where PREPA or LUMA discovers the existence of such conflicting situation, the Contractor agrees that PREPA shall have the authority to determine, and inform the Contractor in writing, of PREPA's intention to terminate this Agreement within a thirty (30) day period of becoming aware of the conflicting situation. During said period, the Contractor may request a meeting with PREPA to present its position regarding the alleged conflict of interest, which meeting shall be promptly granted. In the event the Contractor does not request such a meeting during the aforementioned thirty (30) day period, or the

controversy is not satisfactorily settled during the referenced meeting, PREPA shall make a determination to terminate the Agreement.

(v) In the event that persons that control the Contractor, or any Contractor employee, director, or officer violates the provisions of this Section 7 and such actions are not cured or by their nature cannot be cured, it shall constitute a breach of this Agreement.

8. Non-Solicitation. During the Term of this Agreement and for a period of two (2) years thereafter, Contractor shall not, either directly or indirectly, (a) solicit, induce, recruit or encourage any of PREPA's or LUMA's employees to terminate his or her relationship with PREPA or LUMA (as the case may be), nor (b) hire or take away (or attempt to hire or take away) any such employee, either for Contractor or for any other person or entity. As used herein, "employee" shall include any person that was an employee of the PREPA or LUMA at any time during the six (6)-month period immediately prior to the date on which such solicitation or hiring takes place. The foregoing non-solicitation covenants shall not apply (1) to a party's public posting or notification of open positions, or (2) to a party's hiring of any employee or agent of the other party as a result of such public postings or notifications.

9. Non-Disparagement. Contractor shall not disparage PREPA or LUMA, or its services, products or other applications, or business.

10. Remedies for Breach of Sections 6, 8 and 9.

10.1 Equitable Remedies. Contractor agrees that violation of the provisions of Section 6, Section 8 and/or Section 9 may cause immediate and irreparable harm to LUMA and/or PREPA for which money damages may not constitute an adequate remedy at law. Therefore, Contractor agrees that, in the event it breaches or threatens to breach said provisions or covenants, PREPA and LUMA (for itself and/or on behalf of PREPA) shall have the right to seek, in any court of competent jurisdiction, an injunction to restrain said breach or threatened breach, without posting any bond or other security.

10.2 Miscellaneous. Should it become necessary for PREPA and/or LUMA to file suit to enforce the covenants contained herein, PREPA and/or LUMA shall be entitled to recover, in addition to all other damages provided for herein, the costs incurred in prosecuting said suit, including reasonable attorneys' fees. In the event that a court of competent jurisdiction shall determine that one or more of the provisions of Sections 6, Section 8 and/or Section 9 are so broad as to be unenforceable, then such provision shall be deemed to be reduced in scope or length, as the case may be, to the extent required to make such Sections enforceable. Contractor acknowledges and agrees that the provisions of Section 8 and/or Section 9 are reasonably designed to protect the valuable interests of PREPA and LUMA and are reasonable with respect to duration, geographical area and scope.

11. Relationship of the Parties.

11.1 Independent Contractor. Contractor agrees that this Agreement does not create an agent, representative or employer-employee relationship between the Contractor and PREPA or LUMA, and Contractor agrees not to hold itself out as an agent, representative or employee of PREPA or LUMA. Contractor also agrees that all services hereunder will be rendered by Contractor as an independent contractor. Contractor does not and shall not have any right or authority whatsoever to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of PREPA or LUMA or to bind PREPA or LUMA in any manner. The Services contracted for hereunder and under any Task Order shall be on a non-exclusive basis, and PREPA shall be free to contract with one or more other persons for the performance of the same or similar services, or to perform such services directly.

11.2 Employee Benefits. Neither Contractor nor any persons designated by Contractor to perform the Services shall be eligible to participate in any employee benefit programs and the like of PREPA or LUMA. Accordingly, Contractor acknowledges that no state worker's compensation, unemployment compensation, or disability laws are intended to apply to the services provided by Contractor as an independent contractor, and Contractor acknowledges that it shall be responsible for, and comply with, all applicable federal, state and local income or payroll tax requirements.

12. Term and Termination; Suspension.

12.1 Term. Unless earlier terminated as set forth herein, the period during which the Parties may enter into new Task Orders under this Agreement shall commence on the date PREPA issues the Term Commencement Notice and shall continue for an initial period of twelve (12) months (the "Initial Period"). The Agreement may be extended for two additional terms of twelve (12) months each (each an "Additional Period" and together with the Initial Period, the "Term"). The Initial Period and first Additional Period shall be extended unless, at least one hundred eighty (180) days prior to their respective expiration dates, either party gives the other party written notice of its intent not to extend. The extension of the Initial Period and the first Additional Period shall be documented in a written amendment signed by the Parties no later than the day before the expiration date. For the avoidance of doubt, no Task Order shall extend, or be issued, beyond the expiration of the Term or termination of this Agreement.

12.2 Termination for Convenience. PREPA may terminate this Agreement and any or all Task Orders (unless a different period is set forth in any Task Order), for any or no reason, by delivering thirty (30) days' prior written notice to Contractor. Any such termination shall be effective at the end of the calendar month in which such thirty (30) day period expires. Upon termination under this clause, the Contractor shall be paid for deliverables accepted by PREPA in accordance with the terms of this Agreement and any reasonable costs that cannot be avoided and are approved pursuant to a termination settlement proposal, as described herein below.

(a) All termination costs claimed by the Contractor must be reasonable and adequately supported in a termination settlement proposal which the Contractor shall submit to PREPA within thirty (30) days of the effective date of the termination for convenience.

(b) These termination costs, as agreed in the termination settlement proposal, will be treated as reimbursable costs. These costs must be supported by, at a minimum, copies of invoices, proof of payment of invoices and prior written approval from PREPA, at no mark up or benefit to Contractor or its related parties. PREPA will validate the termination settlement proposal and supporting documentation with its internal resources and approve accordingly.

(c) PREPA shall have thirty (30) days from receipt of the termination settlement proposal to approve or reject, in whole or in part, the termination settlement proposal.

12.3 Termination for Cause. PREPA may terminate this Agreement, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of this Agreement's terms and conditions, or fails to provide PREPA, upon request, with adequate assurance of future performance. In the event of a termination for cause, PREPA shall not be liable to the Contractor for any amount of products, supplies, items or services not accepted, and the Contractor shall be liable to PREPA for any and all rights and remedies provided by law.

12.4 Cooperation. If PREPA terminates or suspends this Agreement or any Task Order, Contractor will assist PREPA in the orderly termination or suspension of the Services, including timely

transfer of the Services to another provider designated by PREPA; provided, however, that PREPA will reimburse Contractor for the actual reasonable and agreed costs of rendering such assistance.

13. Insurance. Contractor, at its sole cost and expense, shall at all pertinent times during the Term of this Agreement possess the insurance coverages and bonding requirements set forth in Exhibit F, and/or such other coverages as may be specified in any Task Order.

14. Indemnification; Limitations on Liability.

14.1 Indemnification for Certain Claims. Contractor (in such capacity, the "Indemnifying Party") will defend PREPA and its clients, customers, affiliates, and their respective directors, officers, employees and agents (each, an "Indemnified Party"), from and against any threatened or actual third-party suit, proceeding, claim or demand of any nature against an Indemnified Party in which it is alleged that (a) any Services or materials provided pursuant to this Agreement by the Indemnifying Party infringes any patent, copyright, trade secret or other intellectual property right of a third party or (b) negligence or willful misconduct on the part of the Indemnifying Party or its employees or agents has resulted in bodily injury to any person or damage to any tangible property (each of (a) and (b), a "Third-Party Claim"). In addition, the Indemnifying Party will indemnify and hold harmless the Indemnified Party from and against any and all damages, costs and other amounts (including, without limitation, reasonable attorneys' fees) suffered or incurred by it in connection with (a) the adjudication or settlement of any Third-Party Claim, provided that the Indemnified Party gives the Indemnifying Party prompt notice of such action or proceeding, the Indemnifying Party has control over the defense or settlement of the claim or proceeding and the Indemnified Party cooperates with the Indemnifying Party in the defense of such claim or proceeding; or (b) any material breach by the Indemnifying Party of this Agreement or any Task Order.

14.2 Limitations on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO CONTRACTOR OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL FEES PAID BY PREPA TO CONTRACTOR UNDER THE TASK ORDER THAT GAVE RISE TO SUCH CLAIM; PROVIDED, HOWEVER, SUCH LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE TO CONTRACTOR IN CASE OF ANY DAMAGES RELATING TO, OR RESULTING FROM FRAUD, NON-COMPLIANCE WITH APPLICABLE LAW, INCLUDING ENVIRONMENTAL LAWS, OR AS SET FORTH IN SECTION 4.3 OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION 14.2 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15. Dispute Resolution. If a dispute arises out of this Agreement or any Task Order, the Parties shall attempt to resolve the dispute first through direct discussion. If the dispute cannot be settled through direct discussion, then, except for the enforcement of remedies provided in Section 10, any such dispute shall be determined by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Such arbitration shall be conducted in San Juan,

Puerto Rico in the English language. The judgment of the arbitrators shall be final and binding on the Parties, and judgment upon the award rendered by the arbitrators may be entered and enforced by any court of the United States or any state thereof having jurisdiction

16. Miscellaneous.

16.1 OMA acknowledgement; Assignment. By executing this Agreement, Contractor acknowledges and agrees that it has reviewed the OMA located at: https://aafaf.pr.gov/p3/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf pursuant to which LUMA has agreed to provide certain services to PREPA and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges and agrees that all warranties and other rights related the T&D System (as defined in the OMA), including contracts such as this Agreement, shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA. Contractor may not assign this Agreement without the prior written consent of PREPA.

16.2 Compliance with Applicable Law. Contractor represents, warrants and covenants as to the matters specified in Exhibit E – Government Contracting Requirements, which are requirements that PREPA is obliged by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).

16.3 Compliance with LUMA Policies. Contractor acknowledges and agrees that it shall abide by the LUMA Policies attached hereto as Exhibit H.

16.4 Third Party Beneficiaries. Except as set forth with respect to LUMA in this Agreement, the Parties do not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

16.5 Use of Name. Contractor shall not use the name, logo, trademarks or trade names of PREPA or LUMA in any publicity releases, promotional material, customer lists, advertising, marketing or business-generating efforts, whether written or oral, without obtaining PREPA's/LUMA's prior written consent, which consent shall be given at PREPA's/LUMA's sole discretion.

16.6 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by the internal laws of the Commonwealth of Puerto Rico without regard to its choice of law principles.

16.7 Notices. Any notice or other communication required or permitted by this Agreement shall be deemed to have been validly given if the same shall be mailed by registered, certified mail, postage prepaid, or electronic mail and addressed to the proper Party at the address provided below:

Puerto Rico Electric Power Authority
c/o LUMA Energy ServCo, LLC
1250 Avenida de la Constitución, 8th Floor
San Juan, PR 00907
Email: legal@lumapr.com

Wright Tree Service of Puerto Rico, LLC
5930 Grand Ave.
West Des Moines, IA 50266
E-mail: contractadmin@wrighttree.com

16.8 Sales and Use Tax. Contractor hereby acknowledges that pursuant to Section 4030.08 of the Code, PREPA is exempt from the payment of sales and use tax imposed by the Code and, therefore, Contractor shall not charge any sales and use tax for the Services performed under this Agreement.

16.9 Entire Agreement; Amendment. This Agreement, together with each Task Order, sets forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or contemporaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each Task Order may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the Parties. For the avoidance of doubt, a Task Order may not amend this Agreement.

16.10 Severability. Any portion or provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining portions or provisions of this Agreement or, to the extent permitted by law, rendering that or any other portion or provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

16.11 Waiver. Either Party's exercise or failure to exercise any right or remedy shall not preclude the exercise of that or any other right or remedy at any time. Failure by either Party to enforce its rights and remedies shall not constitute or be construed as a waiver or otherwise preclude such Party from enforcing the same, or other, rights and remedies in the future.

16.12 Counterparts. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile or by Portable Document Format ("PDF") or other electronic means and each such original, facsimile copy, PDF, or other electronic document when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

16.13 Headings. Any headings preceding any of the Sections hereof are inserted solely for convenience of reference, shall not constitute a part of the Agreement and shall not otherwise affect the meanings, content, effect or construction of this Agreement.

16.14 Time is of the Essence. Time is of the essences with respect to the performance of this Agreement and each subsequent Task Order or Change Order.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed by their duly authorized representative as of the Effective Date.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC

By: [redacted]
Name:
Title:

By:
Name:
Title: Chief Executive Officer

06/04/24

WRIGHT TREE SERVICE OF PUERTO RICO, LLC
EIN: [redacted]

By: [redacted]
Name
Title: President

EXHIBIT A

Scope of Work

The Scope of Work under this Agreement includes the following list. All Services shall be provided in accordance with all local, state, federal laws, regulations, executive orders, policies, procedures and directives.

- **Definitions:**
  - **Compatible Species –** Compatible Species are those that are congruent with the intended use of the site, and include small trees, shrubs and herbaceous vegetation that will never grow into conflict with overhead conductors.
  - **Clearing** – Includes the following activities (not all activities will be required for every Task Order):
    - Tree Removal: Qualified line clearance crews work at ground level or on aerial platforms to remove the portion of the tree that is above ground, leaving the stump in place. The stump is then treated with an herbicide to permanently eliminate the tree from the site.
    - Severing of Vines: Vines will be severed at the base with a 1 to 2 foot airgap created between the root system and the portion of the vine climbing on the structure. The stumps of vines that have been removed are typically treated with an herbicide to permanently eliminate them. Vines are severed and treated by qualified personnel working at ground level. The upper portion of the vine remains attached and is not removed.
    - Manual Cutting: Manual cutting typically involves the removal of small diameter Incompatible Species. Freshly cut stumps are treated with an herbicide to permanently eliminate the tree from the site.
    - Mechanical Mastication: Mastication work involves heavy clearing of trees using heavy equipment fitted with a variety of cutting heads capable or reducing standing trees to woody debris.
    - Use of Herbicides: While physically removing Incompatible Species addresses the immediate risk, cut vegetation will re-sprout and grow vigorously. Application of an herbicide eliminates the plant by killing the root system. Cut stump applications involve treating the cut face of the stump, remaining bark to ground line and the surface of any exposed roots.
    - Tree Pruning: Qualified personnel work from an aerial platform or while climbing within a crown of trees to prune the tree. All pruning work wounds the tree. Done poorly, pruning can result in an exaggerated regrowth response by adversely altering tree architecture and increasing exposure to decay organisms that can weaken the tree. These adverse consequences increase the likelihood of tree-initiated faults causing system interruptions and customer outages. Proper arboriculture techniques will be utilized.
  - **Debris Management** – Removal and disposal of debris in accordance with LUMA's "Debris Management Plan"
  - **Right of Way –** Is a real right that is established over the strips of portions of land where PREPA's facilities are located or will be located, such as: lines, poles, towers, equipment and accessories. These strips or portions of land are subject to the restrictions imposed in Regulation 7282, the Puerto Rico Civil Code and particular restrictions imposed at the time of acquisition. Rights-of-Way are established so that PREPA or its authorized representative has reasonable access to the electrical facilities of the Transmission and

Distribution System to, among other things, maintain, repair, improve, operate, and expand its facilities.

- **Incompatible Species –** Incompatible Species are those that are not congruent with the intended use of the site and include tall growing trees and other plant forms (e.g., bamboo and palms) with the potential to conflict with overhead conductors.
- **Hazard Tree –** Is defined as any vegetation materials that have been designated by a certified or licensed arborist or forester to be dead; likely to die or fail; or in a position that, under geographical or atmospheric conditions, could cause the vegetation to fall, sway, or grow into the powerline; and is likely to cause substantial damage to the powerline, disrupt powerline service; or come within the clearance distance defined for the voltage of the powerline.

- **Assessments – Prior to performing any field vegetation Clearing for each Task Order (Task Orders may also be called Work Order Packages or "WOPs"):**

  - Receive Task Order from PREPA's representative.
  - Obtain verification of the legal dimensions of the Right-of-Way or dimensions of the legal boundaries of the site property from PREPA's representative.
  - Obtain report from PREPA's environmental representative of any environmental sensitivities to be aware of in performing the work and any specific environmental mitigation measures required, if any.
  - Verify the exact mileage or acreage of the work area included in the Task Order.
  - Determine if there are any existing access roads or if any new access roads are needed to access the facilities and perform the Services. Identify a location for any new access roads that minimizes costs and impacts to the environment and stakeholders.
  - Determine if there are any Hazard Trees growing outside of the Right-of-Way and document location and provide pictures to PREPA or PREPA's representative for review.
  - Work with PREPA representatives to obtain any legal rights necessary to access existing access roads or to clear new access roads.
  - Perform a field review of the facilities included in the Task Order and document the Services to be performed in writing, including an identification of any Services requiring an outage.
  - Identify and obtain any permits necessary for performing the Services.
  - Provide a detailed, written assessment of the Services; the list of permits to be obtained; information on any access roads required, and the written environmental report to PREPA or PREPA's representative for review.
  - Perform a site visit with PREPA's representative to review the assessment.
  - Obtain final approval from PREPA to proceed with the Services identified in the assessment.
  - Document current conditions of the work area prior to performing the Services. Documentation includes photographs of conditions and identification of any differences in facility locations between what is in the Task Order/WOP and what is found in the field.
  - Provide written notification of all stakeholders/landowners who will be impacted by the Services with advance notification of when the Services will begin and end and the expected impact.
  - Make all necessary arrangements for traffic control, if needed.
  - Arrange for all necessary outages. In some cases, it may be necessary to perform all non-outage Services first and return to the work location later to perform Services requiring an outage. Such determinations will be made in discussions with PREPA and documented.

- **Execution of the Work – Transmission Lines Vegetation Clearing**:

- Scope includes all 38kV, 115kV and 230kV lines
- PREPA estimates there are approximately 2,500 miles of transmission lines. This scope of work will include all or a portion of these facilities.
    - Work inside the Right-of-Way
        - Clear all Incompatible Species from the full width of the Right of Way. Whenever possible, Incompatible Species should be removed from the Right of Way to prevent future interference with the operation of the facilities. Any determinations not to remove Incompatible Species will be made in discussions with PREPA and documented in the written assessment.
        - Compatible species will be cleared consistent with the clearance distances to be provided by PREPA for each voltage level prior to the start of work.
    - Work outside the Right of Way
        - Perform tree pruning of species outside the Right of Way according to the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
        - Identify Hazard Trees growing outside the Right of Way and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Distribution Lines Vegetation Clearing**:

    - Scope includes all feeders, laterals, primary and secondary conductors
    - PREPA estimates there are approximately 13,000 miles of primary voltage distribution and 12,000 miles of secondary voltage distribution. This scope of work will include all or a portion of these facilities.
        - Work inside the Right-of-Way
            - Clear all Incompatible Species from the full width of the Right of Way. Whenever possible, Incompatible Species should be removed from the Right of Way to prevent future interference with the operation of the facilities. Any determinations not to remove Incompatible Species will be made in discussions with PREPA and documented in the written assessment.
            - Compatible species will be cleared consistent with the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
        - Work outside the Right of Way
            - Perform tree pruning of species outside the Right of Way according to the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
            - Identify Hazard Trees growing outside the Right of Way and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Substation and Telecommunications Sites Vegetation Clearing**:

    - Scope includes all substation sites (which can include multiple substations/telecommunications facilities within a common fenced area) and all telecommunication sites outside substations.

- There are approximately 310 substation and telecommunications sites. This scope of work will include all or a portion of these facilities.
    - Work inside the site fence
        - Remove all vegetation (Incompatible Species and Compatible Species) from inside the site fence followed by use of herbicides to achieve bare ground.
    - Work outside the site fence
        - Remove all vegetation within a perimeter outside the fence, as defined by PREPA prior to the start of Services, but not beyond the legal boundary of the property, and follow with use of herbicides to achieve bare ground.
        - Identify Hazard Trees growing outside the perimeter or legal boundary of the property, as determined by PREPA, and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Access Roads Vegetation Clearing:**

    - Scope includes any access roads identified during the assessment and agreed to in writing by PREPA's representative. It is anticipated that most Task Orders will not require access roads.
    - Remove all vegetation (Incompatible Species and Compatible Species) from the legal boundary of the access road followed by use of herbicides to achieve bare ground.

- **Inspections:**

    - Upon completion of the work in each Task Order, notify PREPA's representative in writing the Services have been completed and are ready for inspection within 3 days of Service completion.
    - Meet PREPA's representative in the field for the inspection.
    - Receive the written inspection report from PREPA's representative. Discuss the timeframe for resolving any non-conforming work and/or action items and document the timeframe agreed to.
    - Perform all activities required to complete the documented non-conformances and action items, and repeat the inspection process.
    - Once all Services are accepted by PREPA's representative, obtain the acceptance in writing.
    - Obtain all required close-out documentation, including photographs of the completed work.
    - Submit all close-out documentation for each Task Order within 30 days after receiving the writing acceptance of the work.
    - PREPA is required to report weekly on miles and/or acres of Clearing work completed. Within 4 business days after the final acceptance of a Task Order, Contractor shall submit the filled-out "Completed Work Package Form", in the digital format required by PREPA, to support PREPA's reporting.

- **General Work Considerations:**

    - Private Property
        - Engage and inform all landowners according to PREPA requirements and always with respect.
        - Notify PREPA's representatives of any customer/landowner/tenant objections or refusals immediately (within 24 hours at a minimum).
        - Contractor is responsible for contacting customer/landowners to gain access to PREPA facilities.

- Contractor may be required to obtain a written release from each owner or tenant whose property has been utilized. The release shall state the property has been restored to a condition satisfactory to property owner or tenant.
- Prior to any vegetation work on private property, the contractor shall inform the owner or tenant of required clearances and explain prescribed work necessary to comply.

- **Debris Management**:

  - All debris management must comply with FEMA guidelines and with LUMA's Debris Management Plan. The Debris Management Plan is currently in draft format pending filing with the Puerto Rico Energy Bureau ("PREB"). Contractor acknowledges that it has received and reviewed a copy of the draft Debris Management Plan. PREPA shall provide Contractor with a copy of the final form Debris Management Plan once filed with the PREB.
  - All debris removal requires documentation stating date, type of debris, weight of discarded debris and must be discarded at FEMA-approved refuse location.
  - Failure to provide documentation and follow debris removal protocol is considered violation of this Agreement.

- **Safety/EHP:**

  - Provide safety personnel to conduct and report on safety protocol adherence.
  - Ensure all vegetation Clearing activities are observing industry and LUMA standards in regards to PPE, traffic safety, equipment safety, procedural safety and community safety.
  - Hold daily tailboards to instruct, coach, educate and inform all personnel engaged in vegetation Clearing activities to ensure maximum awareness to safe vegetation Clearing practices and environmental alertness.
  - If the daily task changes during the day, hold another tailboard session with all personnel prior to commencing the Services.
  - Produce and provide daily reports to PREPA, for review.
  - Inspect and ensure all biological and environmental regulations are being conducted, performed and exercised in accordance with FEMA guidelines, best management practice (BMP), and LUMA guidelines ("Environmental Guidelines"). The Environmental Guidelines are currently in draft format pending filing with the PREB. Contractor acknowledges that it has received and reviewed a copy of the draft Environmental Guidelines. PREPA shall provide Contractor with a copy of the final form Environmental Guidelines once filed with PREB.

- **Administrative:**

- Support services including but not limited to; reporting, project management, resource planning, engagement meetings, progress monitoring, site visits, aerial inspections and overall contract administration duties.

- PREPA intends to manage the work using a work management tool that has not yet been defined. Contractor will participate in the necessary activities to support deployment of the tool, including training of personnel, acquiring field devices (such as tablets), and providing data/information to PREPA's representative as requested.

- **Augmented Vegetation Clearing Activities for Storm Response:**

    - Augmented vegetation management activities for response to a declared event will consist of removal of hazardous trees and limbs from facilities, power lines, and poles among other PREPA assets and gaining access to the facilities and fallen trees and limbs blocking the facility.

    - Supplemental vegetation Clearing which may entail completing work activities associated with a response such as a Right of Way vegetation Clearing and reconstruction access.

    - Physical control methods - "mowing" and light "mastication" equipment.

    - Physical control methods - "logging" and heavy "mastication" equipment.

    - Mechanized tree and brush cutting equipment (e.g., jarraf).

    - Site access and temporary access road building

    - Aerial saws

- **Identification of Transmission and Distribution Equipment Defects/Damage on inspection of hazardous vegetation and work to be completed:**

    - During emergency vegetation Clearing operations, Contractor shall look for and report obvious abnormal conditions defects, and damage related to electric infrastructure.
    - The Contractor shall record and report the location and nature of electrical line and equipment defects observed (e.g., cracked insulators. broken or rotten crossings, rotten poles. leaking transformers. etc.) to the designated PREPA representative as soon as practicable.
    - The Contractor or their workers will NOT make or attempt to make any repairs or corrections to any electric infrastructure abnormal conditions observed.

- **Traffic Control / Flagging:**

    - Contractor shall coordinate with any PREPA traffic control contractor, or as otherwise directed by PREPA, when performing the Services.

- **Permits:**

    - Contractor shall obtain and pay for all permits required for the performance of the Services which are usual and necessary for Contractor's performance of the Services. Contractor shall give all necessary notices and pay all fees required by law relating to the Services.
    - Contractor shall provide PREPA with copies of all permits Contractor is required to obtain.
    - Contractor agrees that it shall observe and comply with any and all terms and conditions imposed upon it by any permit which relates to the Services.

- **General Considerations**

  In performing the Services, the Contractor shall:

  - Prior to commencement of any work, in conformance with ANSI Zl33 and OSHA 1910.269, the Contractor shall perform a job briefing with all workers by the qualified arborist in charge. An additional job briefing will be conducted by the Contractor if a significant change in the work or site conditions (e.g., wind strength, rain) occurs. The qualified arborist in charge shall ensure workers understand and can conform to the proper use of equipment at the job site and recognize safe work practices.
  - In conformance with ANSI 2133, Section 3.2 and OSHA 1910.38, Contractor shall document an Emergency Action Plan that will be maintained at the workplace and available for Contractor workers to review. Contractor workers shall be trained and competent at conducting their job as it applies to the emergency action plan.
  - The Contractor shall ensure tools and equipment are appropriate for the tasks and working conditions and maintained and used in conformance with the manufacturer's recommendations.
  - The location of equipment assigned to the Contractor for supervising or producing vegetation clearing work will be available to PREPA in an automated, near real time format.
  - The Contractor recognizes its workers play a critical role in promoting positive customer relations. Contractors' workers shall uphold courteous and professionalism when interacting with the public, and will adhere to the following guidelines:
    - Be prepared to correctly address questions, concerns, and misconceptions about vegetation clearing.
    - Listen to customer questions or concerns and attempt to inform about the importance of the work.
    - If performance of services is significantly affected by such public interactions, refer the customer to the supervisor and move on to the next job.
    - If workers cannot provide an adequate answer, the question will be referred to their supervisor. The supervisor should then respond to the customer in a prompt and courteous manner to resolve the concern.
  - Contractor workers shall present themselves, Contractor, PREPA and LUMA in a professional image. Clothing shall be neat, and in good repair, free from holes suited to the work performed and appropriate to the working environment. Shirts and/or vests identifying workers will be worn during working hours. This includes. but is not limited to:
    - Long trousers
    - Work boots with ankle support and grip soles
    - Long or short-sleeved shirt
    - All personal protective equipment (PPE) as appropriate for work conditions
    - Hi-visibility shirt or vest.

    - LUMA approved identification (ID badge or other)
- The Contractor shall conduct regular quality control inspections and assessments as follows:
    - Contractor supervisors shall perform ongoing quality control assessments of work produced by workers to confirm work produced is in conformance. These assessments will be performed more frequently if unsatisfactory performance has been identified by PREPA or Contractor.
    - Contractor shall complete quality control on a project prior to submitting or reporting a project or a portion of a project is complete and ready for PREPA acceptance inspection.
    - Contractor shall include record of quality control performed in documentation submitted to PREPA as part of the project acceptance process.
- Vegetation Trimming, Treating, Clearing, Removal and Disposal:
    - Contractor shall engage and provide vegetation clearing services in accordance to all local, state, federal laws, regulations, executive orders, policies, procedures and directives.
        - Comply with ANSI A300 & Z133 Standards

- Contractor shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "LUMA Disaster Debris Service Contractor and the DDMC's name".
- Contractor will work closely with DMCC to ensure that the data documentation for Eligible Debris meet the requirements of FEMA and shall provide to PREPA all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and state reimbursement applications.
- Contractor shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets forty-eight (48) hours.
- Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material.

EXHIBIT B

FORM OF TASK ORDER

WHEREAS, PREPA and Wright Tree Service of Puerto Rico, LLC (the "Contractor") are Parties to the Master Services Agreement [Contract number] dated as of [Effective Date] ("Agreement"), including all Exhibits and amendments to the Agreement; and

WHEREAS, PREPA has a need for Contractor to perform the Services described below ("Services");

NOW, THEREFORE, PREPA hereby authorizes the Contractor to provide the Services under the terms and conditions set forth herein and, in the Agreement, of which this Task Order becomes a part upon execution.

Task Order Number:	
Services Requested:	
Deliverables (e.g., reports, plans, estimates):	
Compensation / Rates:	PREPA shall pay Contractor for work performed in accordance with the rates and other compensation set forth in **Exhibit D** of the Agreement.
Not-to-Exceed Ceiling (Required for hourly work):	In no event shall Contractor's compensation under this Task Order exceed _____ Dollars ($_____.___) for services and _____ Dollars ($_____.___) for approved travel and related expenses. Contractor is at risk and must bear all costs and expenses that exceed this amount for work performed under this Task Order, without compensation or reimbursement by PREPA, unless PREPA and Contractor agree in writing to an adjustment prior to Contractor performing Services that would cause the price ceiling to be exceeded.
Invoicing:	Contractor must submit regular invoices to PREPA, via its agent LUMA, consistent with the terms of the Agreement.
Start Date:	Contractor will commence work as soon as possible within [*] of signing this Task Order, unless otherwise indicated here:
Estimated End Date:	The estimated duration of work or end date is as follows: Contractor may request and PREPA may grant, at its discretion, an extension of the time to perform. Any request for an extension and denial or grant thereof must be in writing. Notwithstanding anything to the contrary in this Task Order or the Agreement, PREPA, in its sole discretion, can permit work be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting a breach or otherwise invoking applicable remedies against the Contractor.

Designated Representatives. The Parties designated their representatives for day-to-day communications and other issues in the Agreement. Those individuals will remain the Parties' Designated Representatives for this Task Order unless alternate representatives are designated below:

PREPA Designated Representative:	**Contractor Designated Representative**:
Name: _____	Name: _____
E-mail: _____	E-mail: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
_____	_____
_____	_____

Additional Requirements:	

Executed on the dates set forth below by the undersigned authorized representative of PREPA and Contractor to be effective upon signature by Contractor.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC	**WRIGHT TREE SERVICE PUERTO RICO, LLC**
	EIN:
Per: _____	Per: _____
[Name]	[Name]
[Title]	[Title]
Per: _____	Per: _____
[Name]	[Name]
[Title]	[Title]

EXHIBIT C

HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

1. SUPPLEMENTAL SAFETY TERMS AND CONDITIONS

1.1 The Contractor shall comply with the following:

(a) The Supplemental Safety Terms and Conditions are intended to supplement and not replace the safety provisions in the Agreement. In the event of a conflict, these Supplemental Safety Terms and Conditions, the terms of these Supplemental Safety Terms and Conditions shall apply.

These Supplemental Safety Terms and Conditions shall also apply to any subcontractors that Contractor may use for the Services. **Contractor is responsible for ensuring that its subcontractors are aware of and comply with these Supplemental Safety Terms and Conditions**.

(b) The Contractor must provide proof, via written communication, that these Supplemental Safety Terms and Conditions have been reviewed with the subcontractors and acknowledged.

(c) Contractor and its subcontractors if any must comply with Electrical Hazards Regulation, such as 29 CFR s R and S (2023) . Regulators from time to time can amend, update, or publish new requirements. Accordingly, Contractor acquires the responsibility of maintaining its Safety and Health Program updated and its workers briefed accordingly.

(d) If work is to be performed near overhead lines by line-clearance tree trimmers who are qualified according to 29 C.F.R. 1910.269 (a) (2) (2023), at least two (2) employees shall be present when performing work involving the use of mechanical equipment or any other work that exposes employees to electrical hazards. 29 C.F.R. 1910.269 (l) (2) (2023).

(e) If work is to be performed near overhead lines by line-clearance tree trimmers who are qualified according to 29 C.F.R. 1910.269 (a) (2) (2023), Contractor shall ensure that employees will observe the minimum approach distances no less than the distances described in 29 C.F.R. 1910.269 (l) (3) (i) (2023). The Contractor shall ensure that no employee approaches or takes any conductive object closer to exposed energized parts than the employer's established minimum approach distance unless:

(A) The employee is insulated from the energized part in accordance with the applicable OSHA standard, or
(B) The energized part is insulated from the employee and from any other conductive object at a different potential, or
(C) The employee is insulated from any other exposed conductive object in accordance with the requirements for live-line barehand work in 29 C.F.R. 1910.269 (q) (3) (2023).

(f) If work is to be performed near overhead lines by line-clearance tree trimmers who are not qualified employees:

(A) Before an employee climbs, enters, or works around any tree, a determination shall be made of the nominal voltage of electric power lines posing a hazard to employees. However, a determination of the maximum nominal voltage to which an employee will be exposed may be made instead, if all lines are considered as energized at this maximum voltage.

(B) There shall be a second line-clearance tree trimmer within normal (that is, unassisted) voice communication under any of the following conditions:

a. If a line-clearance tree trimmer is to approach more closely than 3.05 meters (10 feet) to any conductor or electric apparatus energized at more than 750 volts or

b. If branches or limbs being removed are closer to lines energized at more than 750 volts than the distances listed in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 (2023) or

c. If roping is necessary to remove branches or limbs from such conductors or apparatus.

(C) Line-clearance tree trimmers shall maintain the minimum approach distances from energized conductors given in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 (2023).

(D) Branches that are contacting exposed energized conductors or equipment or that are within the distances specified in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 may be removed only through the use of insulating equipment.

(E) Ladders, platforms, and aerial devices may not be brought closer to an energized part than the distances listed in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269.

(F) Line-clearance tree trimming may not be performed when adverse weather conditions make the work hazardous in spite of the work practices in the applicable OSHA standard. Each employee performing line-clearance tree trimming in the aftermath of a storm or under similar emergency conditions shall be trained in the special hazards related to this type of work. 29 C.F.R. 1910.269 (r).

(g) Contractor will use its Health and Safety Program and forms, as approved by LUMA's safety representative. LUMA could require the implementation of a different form when needed.

(h) Contractors must:

i. ensure that workers have no direct contact with an energized conductor, such as a power line.

ii. ensure there is no indirect contact with an energized conductor, such as a tree limb or tool touching a power line.

iii. Ensure that workers are not standing close to grounding elements. Power can travel through the ground.

Contractor's failure to comply with these Supplemental Safety Terms and Conditions shall cause the Contractor to be terminated and Contractor to be removed from LUMA's Approved Bidder's List.

2. GENERAL

2.1 Contractor's safety performance will be monitored and evaluated during the project by PREPA.

2.2 Contractor shall adhere to all applicable local, state, and federal regulations and all rules and policies set forth in Contractor's own safety manual. Contractor shall immediately correct any deficiency brought to the attention of Contractor by PREPA. Repeated safety violations, severe violations, or events are cause of the Contractor to be terminated and removed from LUMA's Approved Bidder's List.

2.3 Contractor shall adhere to all written safety directives issued by PREPA and/or LUMA.

2.4 All persons who enter the site shall have completed the Operator Contractor Safety Orientation. This training shall be valid for one year and must be refreshed annually.

2.5 PREPA shall have the authority to immediately stop Services which in the opinion of PREPA, constitute a safety concern. It is the responsibility of Contractor to adequately satisfy PREPA of any remediation necessary to provide a safe and healthful workplace.

2.6 Contractor shall have qualified and competent supervision present at any site where the Services are performed at all times to direct and observe the Services. The individual(s) providing qualified and competent supervision is permitted to perform Services activities; however, these activities can not interfere with ability to direct and observe the Services.

2.7 Contractor shall appoint a qualified and competent safety representative anytime Contractor has subcontractors working onsite without Contractor present. This representative shall be onsite at all times while Services are being performed by subcontractors.

2.8 If Contractor in good faith believes that any rule or procedure set forth in these Supplemental Safety Terms and Conditions will put its employees or others at risk, Contractor shall immediately notify PREPA and shall cooperate with PREPA to develop a mutually acceptable alternative procedure.

3. CONTRACTOR SAFETY REPRESENTATIVE

3.1 Contractor shall provide a full-time on-site safety representative per forty (40) employees on each project (Contractor and its subcontractors).

3.2 The full-time on-site safety representative/s shall assist Contractor with the initiation, enforcement, maintenance, and administration of job site safety and other loss prevention programs associated with the Services.

3.3 PREPA may request Contractor to provide a full-time safety representative for Services with fewer than 40 employees if PREPA determines the nature of the Services justify additional safety oversight. A risk analysis of the project will be performed to assist in determining this requirement.

4. MONTHLY SAFETY REPORTING

4.1 Contractor must report the following:

(a) Hours worked monthly and year-to-date on Services

(b) First Aid Events monthly and year-to-date related to the Services

(c) OSHA Recordable Events monthly and year-to-date related to the Services.

The above requirements must be reported by the 4th working day of the following month.

5. EVENT REPORTING

5.1 When providing the Services, once the scene is secure, Contractor shall report all events immediately to PREPA. Following initial notification, standardized incident reports shall be completed and submitted to LUMA's HSEQ Department.

(a) An initial written report shall be submitted by 8:00 am the following day. Within 5 days, Contractor shall submit an in-depth written report.

5.2 All environmental spills must be reported immediately to PREPA as appropriate.

6. JOB HAZARD ANALYSIS

6.1 Before any Services are provided and before changing any procedures or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written report identify all potential work site risks. The JHA shall include: 1) step-by-step plan for the job to be performed, 2) risks/hazards associated with the job, and 3) control measures that Contractor will take to eliminate or control these potential risks/hazards.

6.2 Contractor's assigned supervisor/lead shall review the JHA with each crewmember prior to the start of each job and anytime the work procedure changes. Additionally, the Contractor's assigned supervisor / lead shall review the JHA with each crewmember after lunch and/or significant break in the Services. Each crewmember must sign their name verifying they understand and will adhere to the JHA.

6.4 Contractor's supervision shall conduct a JHA review with all persons who enter the work zone. This review shall include a scope of work and any hazards present at the site.

6.5 Contractor shall make its JHA reports available to PREPA upon request.

7. PERSONAL PROTECTIVE EQUIPMENT

7.1 Contractor is responsible for providing the appropriate personal protective equipment in all operations where there is exposure to hazardous conditions. Contractor shall be responsible for enforcing use of required personal protective equipment.

7.2 Contractor and subcontractor employees shall wear at a minimum the following personal protective equipment (PPE) while in any construction area:

(a) Hardhat

(b) Safety Glasses or Prescription Safety Glasses with Side Shields that meet the specifications of ANSI Z87

(c) Approved hearing protection devices in designated areas

(d) The outermost layer of clothing on the upper body must be High Visibility and Reflective

(e) Work gloves appropriate for the potential hazards of the job tasks. Note: Jersey gloves are not permitted to be worn as the only means of protection.

(f) Protective toe footwear that meet the safety-toe specifications of ASTM F2413 with a compression rating of C75 (i.e. safety toe shoes)

(g) Employees that climb structures shall wear a shoe with a defined heel.

(h) 100% Fall Protection when climbing on wooden structures.

(i) Additional PPE may be required based on the Contractor's PPE Assessment.

(j) Open-toed, open-heeled, athletic footwear and tennis shoes are prohibited.

7.3 Contractor employees shall wear fire retardant (FR) clothing **when working on or near energized equipment**, if applicable. While not all-inclusive, the following list provides examples:

(a) When working within the minimum approach distances

(b) When rubber gloves or rubber gloves and sleeves are required

(c) When performing hot-stick work

(d) When bonding or working "bare hand method"

(e) When grounding conductors or equipment

(f) When testing lines or equipment to be de-energized

(g) When performing switching operations

(h) When entering enclosed/confined spaces with energized lines or equipment

(i) When disconnecting or connecting testing meters

(j) When an employee is required to physically assist with energized work on lines or equipment where mechanical failure or human error could expose employee to a flash

(k) Additionally, an employee entering a station under the control of a Dispatch Authority shall be required to wear fire retardant clothing unless specifically exempted by PREPA.

7.4 Employees engaged in site clearing operations should be protected from hazards of irritant and toxic plants and suitably instructed in the first aid treatment available See 29 C.F.R. § 1926.604(a)(1) (2023).

7.5 All equipment used in site clearing operations should be equipped with rollover guards meeting the requirements of this subpart. In addition, rider-operated equipment should be equipped with an overhead and rear canopy guard. See 29 C.F.R. § 1926.604(a)(2) (2023).

7.6 The overhead covering on this canopy structure shall be of not less than 1⁄8-inch steel plate or 1⁄4-inch woven wire mesh with openings no greater than 1 inch, or equivalent. 29 C.F.R. § 1926.604(a)(2)(i) (2023). The opening in the rear of the canopy structure shall be covered with not less than 1⁄4-inch woven wire mesh with openings no greater than 1 inch. 29 C.F.R. § 1926.604(a)(2)(ii) (2023).

7.7 Workers can be exposed to crystalline silica when cutting, chipping, or drilling stone, brick, asphalt, or concrete products, and when contacting silica dust, which can come from these materials, dirt, or sand. Contractors are required to be familiar and comply with all applicable OSHA standards relating to the management of crystalline silica. Know that the federal respirable-crystalline-silica exposure limit is 50 micrograms per cubic meter of air, averaging over an 8-hour shift..

7.8 Contractor is required to: use engineering controls (such as water or ventilation) to help keep worker exposure to respirable crystalline silica at a permissible level; provide appropriate respirators when engineering controls cannot adequately limit exposure; limit worker access to high-exposure areas; develop a written exposure-control plan; offer medical exams to highly exposed workers; and train workers on silica risks and how to limit exposures.

7.9 Provide workers with wet-cutting saws/systems or vacuum-dust-collection systems when they cut masonry products. These are typically the most effective engineering controls in landscape applications.

7.10 Post warning signs around worksites where crystalline silica dust may be suspended in the air and provide appropriate respirators for any workers who might be exposed.

7.11 Ensure crew members wear gloves during almost all tasks. Require use of appropriate gloves for chemical, abrasion, burn and vibration hazards. Tight-fitting gloves without gauntlets are recommended when working with augers, woodchippers and other rotating equipment.

7.12 Require sturdy work boots for all landscaping tasks. Work shoes must meet ASTM-F2414 and F2413-05 and should protect from: falling objects, chemicals, and punctures.

8. SUBSTATION/SWITCHYARDS

8.1 Contractor shall have all employees in a supervisory role qualified to enter an energized substation. This training is commonly referred to as Station Entry Training. Supervisory employees shall be trained and competent in the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills, and techniques necessary to determine the nominal voltage of exposed live parts, and the minimum approach distances corresponding to the voltage to which the qualified employee will be exposed. A record of this training must be maintained by Contractor and made available to PREPA upon request.

8.2 Employees not OSHA station entry qualified shall be under direct supervision of a qualified supervisor. In this case, if the supervisory employee leaves an electrical station site where Services are being performed, all employees must leave the site as well.

8.3 All substation gates shall remain closed and locked at all times unless under direct observation by an attendant.

8.4 Upon entry/exit of a substation, Contractor shall notify the appropriate Dispatch Authority.

8.5 Excavation Inside Energized Stations – Approval shall be attained prior to using mechanical devices to perform excavation inside an energized substation. Excavations shall be barricaded at the end of each shift.

9. FIREARMS, ALCOHOL, AND DRUGS

9.1 Firearms, alcohol, illegal drugs (marijuana, cocaine, etc…) or drugs taken for non-medicinal purposes are prohibited on all PREPA controlled sites.

9.2 Contractor shall be responsible for its and its subcontractor employees who are under the care of a physician and are taking prescribed medicine, which may alter the employee's physical or mental ability. Contractor shall determine the necessity to change and adjust accordingly the employee's job assignment while undergoing treatment.

9.3 If firearms or suspected illegal drugs are discovered on any PREPA worksite, the following guidelines should be followed by whoever discovers the firearms or suspected illegal drugs:

(a) First, if possible, without putting themselves or others in harm's way, attempt to secure the location and ensure that others cannot come in contact with the firearms or suspected illegal drugs. Do not handle or move firearms or suspected illegal drugs from their discovered location.

(b) Second, immediately contact PREPA and together make a decision whether or not the situation requires a call to the local law enforcement authorities. Immediately call the local law enforcement authorities and report the discovered items if (a) a PREPA representative is not available; (b) there is a threat of harm to any person; or (c) there is a risk of improper removal or disposal of the firearms or illegal drugs.

(c) Third, call local LUMA security personnel.

(d) Fourth, for incidents involving Contractor personnel, Contractor shall submit reports according to Section 4.0 Event Reporting.

10. DRUG/ALCOHOL TESTING

10.1 All Contractor and its subcontractor employees must complete and pass the following drug/alcohol testing:

(a) Pre-Employment (48 hours or less prior to first employment on a PREPA site)

(b) Post Event (within two hours) on all employees involved in any safety related event

(c) Random

(d) Reasonable suspicion

(e) If not subjected to a test listed above, Contractor and subcontractor employees must be tested a minimum of once every 12 months.

10.2 Screening substances and their associated cut-off limits. Contractor shall incur all costs associated with the drug testing identified in this section.

10.3 Contractor shall share test results with PREPA upon request to the extent allowed by applicable federal, state, or local law. If applicable, Contractor will ensure that employees, agents, subcontractors, or independent contractors and the employees of subcontractors or independent contractors sign an appropriate authorization prior to such tests being conducted, acknowledging the tests are being conducted and authorizing the information obtained to be provided to PREPA.

10.4 Contractor shall have and ensure compliance with a comprehensive substance abuse/drug and alcohol policy that complies with all applicable federal, state, and/or local statues or regulations.

11. TRAINING REQUIREMENTS

11.1 It is Contractor's responsibility to ensure their employees and subcontractors' employees are appropriately trained, qualified, and competent to perform assigned tasks and associated Services. Qualifications and training shall be documented by Contractor and available to PREPA upon request.

11.2 Contractor's and its subcontractors' Site Supervision shall have successfully completed the OSHA 30-Hour for Construction Training or the OSHA ET&D 20 and 10 Hour Training Courses. "Site Supervision" is defined as personnel with responsibility for making job site Work assignments, personnel with overall responsibility for the Work, and any person leading a crew or Work group (Foreman, Superintendent, Crew Leader, Lead Lineman, etc.). Newly appointed or hired supervision shall complete the OSHA 30-Hour for Construction Training or the OSHA ET&D 20- and 10-Hour Training Courses before assuming the supervisory position.

11.3 All Contractor and subcontractor employees who are performing Services shall have successfully completed the OSHA 10-Hour for Construction Training. New employees shall be trained within fourteen (14) calendar days of starting their first assignment.

(a) If Contractor and subcontractor employees have training that is equivalent to the OSHA 30-Hour or OSHA 10-Hour, Contractor shall submit an overview of the program and documentation of this training to PREPA. PREPA may require OSHA training in addition to such training, provided Contractor shall be responsible for the sufficiency of its training program.

11.4 Contractor shall submit its annual training plan to PREPA for review and approval.

11.5 First Aid/CPR Training – A minimum of two currently trained persons in First Aid and CPR shall be present for each crew. This is applicable to all crews except for those performing Electrical Work under 600V.

11.6 Contractor and subcontractor shall incur all costs associated with the training of their employees.

11.7 Prior to entering the site and during the term of the Agreement, Contractor shall provide to PREPA a list of all individuals (whether it's or its subcontractors' employees), which Contractor intends to use at PREPA sites. The list shall identify the individuals by their name and the last three digits of the individual's Social Security Number.

11.8 Contractor shall provide PREPA with the names and reasons for removal, when an employee is removed from a site due to lack of safety performance or not meeting the drug / alcohol testing requirements.

11.9 PREPA, in its sole discretion, may deny access to any individual who has previously been removed from a work site by PREPA or any of its affiliates for safety reasons.

11.10 Contractor may request a restricted employee to be cleared for work. A letter addressing the original safety violations or reason for suspension with any documentation supporting the request shall be sent to PREPA for approval. The employee shall not work at any of PREPA sites until approved by PREPA, which approval may be withheld at the sole discretion of PREPA.

12. JOB SITE COMPLIANCE AUDITING

12.1 If Services are greater than two weeks in duration, a Contractor safety professional shall perform and document one job site audit on each PREPA job site a minimum of once per month.

12.2 If there is a full-time safety representative assigned to the job site, daily site audits shall be performed and documented.

12.3 Contractor site supervision shall perform and document a minimum of one job site safety audit per week.

12.4 Contractor management personnel shall perform and document one job site safety audit per quarter.

12.5 Audits shall be maintained for the duration of the Services and shall be made available to PREPA upon request.

13. EMERGENCY PLANNING

13.1 All job sites must have emergency communication and an emergency response plan that has been communicated and understood by all Contractor and subcontractor employees. The plan shall include at a minimum:

(a) Emergency Contacts

(b) Location and Name of Local Emergency Services

(c) On-site communication methods

(d) Location and directions (including maps) to the nearest medical facility

(e) Procedure to follow in the event of an emergency

(f) All Contractor and subcontractor employees shall drive the route to the nearest medical facility prior to the provision of Services.

14. BILINGUAL REQUIREMENTS

14.1 At a minimum, Contractor shall provide one English speaking employee for each non-English speaking crew up to 10 crewmembers. The English-speaking crewmember(s) shall be able to communicate with all other crewmembers.

15. HAZARD COMMUNICATION

15.1 Contractor shall submit a chemical inventory prior to mobilizing onto a work site.

15.2 Material Safety Data Sheets (MSDS) shall be kept on file by Contractor and available for Contractor and subcontractor employee's and PREPA's review upon request.

16. MISCELLANEOUS

16.1 Housekeeping – All trash shall be kept in proper containers and disposed of properly.

16.2 Cable Verification – Immediately prior to cutting any control cable, Contractor personnel shall have a second person verify that it is the proper cable and that it is de-energized.

16.3 GFCI – All extension cords and electric hand tools shall be plugged into a GFCI provided by the Contractor. Contractor personnel shall not rely on the receptacles in PREPA or LUMA circuits.

16.4 Guard Structures – All hotline crossings and all road crossings shall be protected using a guard structure. Guard structures (including line equipment used as guard structures) shall be installed prior to disconnecting the conductor and shall remain in place until the conductor is clipped in.

16.5 Testing of Grounds – All grounds shall be tested in accordance with ASTM F2249 – 03 Standard Specification for In-Service Test Methods for Temporary Grounding Jumper Assemblies Used on De-Energized Electrical Power Lines and Equipment.

16.8 Traffic Control – Contractor should be directed by LUMA's authorized representative in matters related to Traffic Control. Contractor must gain understanding on operations involving roadways, and these shall comply with the Manual of Uniform Traffic Control Devices and/or local requirements.

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EXHIBIT D

Fees

Contractor will be compensated for the Services in accordance with the fees below.

			Rate Buildup Equipment															
			RATES PER REGION															
Hourly Equipment Rates, Herbicide and Material Rates			San Juan		Bayamon		Caguas		Ponce		Arecibo		Mayaguez		Culebra		Vieques	
General Category	Sub Category	Long Description	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate
Aerial Platform	Backyard Lift (40'-50')	Backyard Lift - 4WD Carrier w/Altec AT-37-G Backyard lift and Transpor+C3:C83+C3:C30t	$51.41		$51.41		$51.41		$51.41		$51.41		$51.41		$64.26		$64.26	
Aerial Platform	Backyard Lift (50'-60')	Backyard Lift - SKYLIFT Mini-Arborist Super 53' Back Yard Lift (or equivalent)	$52.98		$52.98		$52.98		$52.98		$52.98		$52.98		$66.22		$66.22	
Aerial Platform	Backyard Lift (60'+)	Backyard Lift - SkyLIFT Mini-Arborist Super 61' Back yard Lift (or equivalent)	$55.57		$55.57		$55.57		$55.57		$55.57		$55.57		$69.47		$69.47	
Aerial Platform	Bucket Truck (<50')	Mini-Bucket Truck - Squirt Boom AT or equivalent, 37 foot minimum working height on 4X4 Chassis	$37.50		$37.50		$37.50		$37.50		$37.50		$37.50		$46.88		$46.88	
Aerial Platform	Bucket Truck (50'-60')	Bucket Truck - Aerial lift, 55' - 60' working height above ground, hydraulic dump box and all necessary hand & hydraulic tools	$36.94		$36.94		$36.94		$36.94		$36.94		$36.94		$46.17		$46.17	
Aerial Platform	Bucket Truck (60'-70')	Bucket Truck - Aerial lift, 55' - 60' working height above ground, hydraulic dump box and all necessary hand & hydraulic tools	$46.21		$46.21		$46.21		$46.21		$46.21		$46.21		$57.76		$57.76	
Aerial Platform	Bucket Truck (60'-70')	Bucket Truck - Aerial lift, 60' - 70' working height above ground, **no dump box**, rear or over center	$46.21		$46.21		$46.21		$46.21		$46.21		$46.21		$57.76		$57.76	

		pivot and all necessary hand and hydraulic tools															
Aerial Platform	Bucket Truck (70'+)	Bucket Truck - Aerial lift, 70'+ working height above ground, **no dump box** and all necessary hand & hydraulic tools	$55.30		$55.30		$55.30		$55.30		$55.30		$55.30		$69.13		$69.13	
Aerial Platform	Bucket Truck 4x4 (50'+)	Bucket Truck - Aerial lift, 50'+ working height above ground, 4x4	$44.86		$44.86		$44.86		$44.86		$44.86		$44.86		$56.08		$56.08	
Aerial Platform	Off-Road Bucket (60'+)	All terrain skidder - or equivalent with aerial lift, 60/70 foot elevator, includes all necessary tools and equipment	$109.15		$109.15		$109.15		$109.15		$109.15		$109.15		$136.44		$136.44	
Aerial Platform	Off-Road Bucket (60'+)	All terrain 'Puddle Jumper/BigFoot' 60'/70' Off Road w/Floatation & Street Tires	$59.61		$59.61		$59.61		$59.61		$59.61		$59.61		$74.51		$74.51	
Aerial Platform	Off-Road Bucket (Less than 60')	All terrain skidder - or equivalent with aerial lift, 50 foot minimum working height, includes all necessary tools and equipment	$77.10		$77.10		$77.10		$77.10		$77.10		$77.10		$96.38		$96.38	
ATV	Amphibious	8x8 Amphibious Vehicle with trailer																
ATV	Amphibious	Marsh Master (or equivalent) with mounted sprayer/mower head, with trailer	$73.07		$73.07		$73.07		$73.07		$73.07		$73.07		$91.34		$91.34	
ATV	ATV	ATV (4x4) with trailer	$12.68		$12.68		$12.68		$12.68		$12.68		$12.68		$15.85		$15.85	
ATV	Spray	ATV (4x4) with sparyer, and all necessary tools and equipment, with trailer	$14.18		$14.18		$14.18		$14.18		$14.18		$14.18		$17.72		$17.72	
ATV	Spray	UTV (4x4) or (6x6) 2+ passenger, with tracks or wheels, with spray system, with trailer	$30.80		$30.80		$30.80		$30.80		$30.80		$30.80		$38.51		$38.51	
ATV	UTV	UTV (4x4) or (6x6) 2+ passenger, with trailer	$27.55		$27.55		$27.55		$27.55		$27.55		$27.55		$34.44		$34.44	
Debris	Chipper	Pull Behind - Self-feeding 12" diameter minim	$10.20		$10.20		$10.20		$10.20		$10.20		$10.20		$12.75		$12.75	
Debris	Chipper	Self-propelled - track with self loader/feeder, can handle 12" diameter trees, with trailer	$31.36		$31.36		$31.36		$31.36		$31.36		$31.36		$39.20		$39.20	
Debris	Chipper	Pull Behind - Self feeding 15" diameter minimum	$20.09		$20.09		$20.09		$20.09		$20.09		$20.09		$25.11		$25.11	
Debris	Chipper	Horizontal Grinder	$619.25		$619.25		$619.25		$619.25		$619.25		$619.25		$774.06		$774.06	
Debris	Chipper	Pull Behind Whole Tree Chipper W Grapple or Winch 20'	$58.58		$58.58		$58.58		$58.58		$58.58		$58.58		$73.23		$73.23	

Debris	Clam	Clam truck with 30 yard box minimum	$64.98		$64.98		$64.98		$64.98		$64.98		$64.98		$81.23		$81.23	
Debris	Clam	Clam trailer 30 yd box minimum																
Spray Equipment	Spray	Backpack Sprayer																
Spray Equipment	Tank	100 gal tank w/pump, 50 gal tank w/ pump on trailer with TGR Injector. (per hour)	$8.99		$8.99		$8.99		$8.99		$8.99		$8.99		$11.24		$11.24	
Spray Equipment	Tank	100-500 gal water tank / with trailer and pump (per hour)	$8.99		$8.99		$8.99		$8.99		$8.99		$8.99		$11.24		$11.24	
Spray Equipment	Technology	Computerized Spray System																
Spray Equipment	Truck	4x4 Truck w/200 gallon spray tank, 2 reels with at least 200' of hoses	$38.08		$38.08		$38.08		$38.08		$38.08		$38.08		$47.60		$47.60	
Spray Equipment	Truck	4X4 one ton spray truck with winch, 300 gal skid tank, 2 reels, 400' hose per roll and all necessary tools	$38.08		$38.08		$38.08		$38.08		$38.08		$38.08		$47.60		$47.60	
Manual Truck	Pickup	Manual truck, crew cab, 6 person capacity, NO dump box - 4WD	$34.25		$34.25		$34.25		$34.25		$34.25		$34.25		$42.81		$42.81	
Manual Truck	Split dump	Manual trimming truck, hydraulic dump box, and all necessary tools – 2 WD	$23.61		$23.61		$23.61		$23.61		$23.61		$23.61		$29.51		$29.51	
Manual Truck	Split dump	Manual trimming truck, hydraulic dump box, and all necessary tools – 4 WD	$24.93		$24.93		$24.93		$24.93		$24.93		$24.93		$31.16		$31.16	
Manual Truck	Split dump	Manual trimming truck, crew cab, 6 person capacity, hydraulic dump box, all tools - 2WD	$23.61		$23.61		$23.61		$23.61		$23.61		$23.61		$29.51		$29.51	
Manual Truck	Split dump	Manual trimming truck, crew cab, 6 person capacity, hydraulic dump box, all tools - 4WD	$24.93		$24.93		$24.93		$24.93		$24.93		$24.93		$31.16		$31.16	
Mechanical	Aerial Saw	(Jaraffe) or equivalent Track or rubber wheel lift self propelled boom trimmer 70 foot minimum working height	$111.30		$111.30		$111.30		$111.30		$111.30		$111.30		$139.12		$139.12	
Mechanical	Aerial Saw	Kwik-Trim 53" Saw Blade Trimmer w/ Trailer	$73.09		$73.09		$73.09		$73.09		$73.09		$73.09		$91.36		$91.36	
Mechanical	Attachment	14" Forestry Tree Shear Attachment (no fuel)	$20.87		$20.87		$20.87		$20.87		$20.87		$20.87		$26.09		$26.09	
Mechanical	Mulcher/ Large Mower	300+ HP mulcher with Cutter head and 4x4 support vehicle (example: Barko Mulcher 920 with Fecon Cutter)	$123.07		$123.07		$123.07		$123.07		$123.07		$123.07		$153.84		$153.84	

Mechanical	Mulcher/Medium Mower	Track brush mower 150-300HP, tooth head or attachments, with trailer	$103.85		$103.85		$103.85		$103.85		$103.85		$103.85		$129.81		$129.81	
Mechanical	Mulcher/Skid Steer	Track brush mower 40-98 HP, tooth head or attachments, with trailer	$69.07		$69.07		$69.07		$69.07		$69.07		$69.07		$86.34		$86.34	
Mechanical	Mulcher/Small Mower	Track brush mower 99-149 HP, tooth head or attachments, with trailer	$69.07		$69.07		$69.07		$69.07		$69.07		$69.07		$86.34		$86.34	
Mechanical	Small Mower	Rubber Tired Brush Mower, 99-149 HP, tooth head or attachments with trailer																
Mechanical	Specialized	Sennebogen Wheeled or Tracked	$337.81		$337.81		$337.81		$337.81		$337.81		$337.81		$422.26		$422.26	
Mechanical	Walk Behind	Vermeer S800TX or Equivalent Tracked Skid Steer w/Grapple & Enclosed Trailer	$32.02		$32.02		$32.02		$32.02		$32.02		$32.02		$40.02		$40.02	
Pickup	Pickup	Pickup – 2 WD	$19.39		$19.39		$19.39		$19.39		$19.39		$19.39		$24.23		$24.23	
Pickup	Pickup	Pickup - 4 WD	$22.18		$22.18		$22.18		$22.18		$22.18		$22.18		$27.72		$27.72	
Support	Debris	Log Skidder	$114.87		$114.87		$114.87		$114.87		$114.87		$114.87		$143.59		$143.59	
Support	Debris	60' Crane Grapple Truck																
Support	Debris	Cat 325 with Mulching head or equivalent	$387.16		$387.16		$387.16		$387.16		$387.16		$387.16		$483.94		$483.94	
Support	Equipment	Stump grinder w/trailer (per day)	$370.77		$370.77		$370.77		$370.77		$370.77		$370.77		$463.46		$463.46	
Support	Hand tools	1-Weed Whip/Trimmer	$2.19		$2.19		$2.19		$2.19		$2.19		$2.19		$2.74		$2.74	
Support	Hand tools	1-Backpack Blower	$1.57		$1.57		$1.57		$1.57		$1.57		$1.57		$1.96		$1.96	
Support	Hand tools	Extendable chain saw 96" minimum	$2.40		$2.40		$2.40		$2.40		$2.40		$2.40		$3.00		$3.00	
Support	Hand tools	Power saws (additional)	$2.54		$2.54		$2.54		$2.54		$2.54		$2.54		$3.18		$3.18	
Support	Hand tools	Extension Saw	$2.40		$2.40		$2.40		$2.40		$2.40		$2.40		$3.00		$3.00	
Support	Heavy Equipment	Service Truck w/ trailer	$39.79		$39.79		$39.79		$39.79		$39.79		$39.79		$49.74		$49.74	
Support	Heavy Equipment	FAE 300 Mulcher with Dozer Blade																
Support	Heavy Equipment	Excavator W Thumb	$387.16		$387.16		$387.16		$387.16		$387.16		$387.16		$483.94		$483.94	
Support	Heavy Equipment	Semi and Lowboy	$183.33		$183.33		$183.33		$183.33		$183.33		$183.33		$229.16		$229.16	
Support	Heavy Equipment	Dozer	$290.58		$290.58		$290.58		$290.58		$290.58		$290.58		$363.22		$363.22	
Support	Heavy Equipment	Track Loader	$240.71		$240.71		$240.71		$240.71		$240.71		$240.71		$300.88		$300.88	
Support	Heavy Equipment	Horizontal Grinder	$619.25		$619.25		$619.25		$619.25		$619.25		$619.25		$774.06		$774.06	
Support	Heavy Equipment	Tracked Sennebogen with two attachments	$337.81		$337.81		$337.81		$337.81		$337.81		$337.81		$422.26		$422.26	

Support	Pickup	Pickup - 2 Ton	$39.79		$39.79		$39.79		$39.79		$39.79		$39.79		$49.74		$49.74	
Support	Pickup	3/4 or 1 ton 4x4 support vehicle with gal fuel tank for Lg refueling, air compressor and all other tools	$46.28		$46.28		$46.28		$46.28		$46.28		$46.28		$57.85		$57.85	
Support	Pickup	F550 (or equivalent) 4x4 support vehicle with all necessary tools and transfer tank	$38.08		$38.08		$38.08		$38.08		$38.08		$38.08		$47.60		$47.60	
Support	Pickup	1 Ton Crew Cab Pickup 4x4	$34.25		$34.25		$34.25		$34.25		$34.25		$34.25		$42.81		$42.81	
Support	Traffic	Sign Board	$11.03		$11.03		$11.03		$11.03		$11.03		$11.03		$13.78		$13.78	
Support	Trailer	1-6'x12' Enclosed Trailer	$8.99		$8.99		$8.99		$8.99		$8.99		$8.99		$11.24		$11.24	
Support	Trailer	Landscape Trailer With Tools	$22.14		$22.14		$22.14		$22.14		$22.14		$22.14		$27.67		$27.67	
Support	Trailer	Tractor Trailer	$183.33		$183.33		$183.33		$183.33		$183.33		$183.33		$229.16		$229.16	
Support	Trailer	Rollback W/20 Ft Bed	$35.64		$35.64		$35.64		$35.64		$35.64		$35.64		$44.55		$44.55	
Support	Vehicle	Boat & Motor	$101.27		$101.27		$101.27		$101.27		$101.27		$101.27		$126.59		$126.59	
Support	Vehicle	Tri Axle Dump Truck	$79.57		$79.57		$79.57		$79.57		$79.57		$79.57		$99.46		$99.46	
Technology	Computer	Xplore ruggedized tablet (Bobcat) with external second battery	$1.41		$1.41		$1.41		$1.41		$1.41		$1.41		$1.77		$1.77	
Technology	Computer	Tablet	$1.41		$1.41		$1.41		$1.41		$1.41		$1.41		$1.77		$1.77	
Technology	Computer	Laptop W Air Card	$1.35		$1.35		$1.35		$1.35		$1.35		$1.35		$1.69		$1.69	
Technology	Laptop Unit	Laptop with GPS Unit	$1.35		$1.35		$1.35		$1.35		$1.35		$1.35		$1.69		$1.69	
Technology	Misc	Tru Pulse Laser	$1.03		$1.03		$1.03		$1.03		$1.03		$1.03		$1.29		$1.29	

		Rate Buildup Labor							
		RATES PER REGION							
		San Juan	Bayamon	Caguas	Ponce	Arecibo	Mayaguez	Culebra	Vieques
Job Title/Classification	**Unit of Measure**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**
Vegetation Clearing									
General Foreman	HOUR	$133.81	$133.81	$133.81	$133.81	$133.81	$133.81	$133.81	$133.81
Working Foreman A	HOUR	$139.45	$139.45	$139.45	$139.45	$139.45	$139.45	$139.45	$139.45
Working Foreman B	HOUR	$135.49	$135.49	$135.49	$135.49	$135.49	$135.49	$135.49	$135.49
Climber A	HOUR	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53
Climber B	HOUR	$119.64	$119.64	$119.64	$119.64	$119.64	$119.64	$119.64	$119.64
Climber C	HOUR	$115.67	$115.67	$115.67	$115.67	$115.67	$115.67	$115.67	$115.67
Climber D	HOUR	$111.69	$111.69	$111.69	$111.69	$111.69	$111.69	$111.69	$111.69
Lift Operator A	HOUR	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53
Lift Operator B	HOUR	$119.64	$119.64	$119.64	$119.64	$119.64	$119.64	$119.64	$119.64
Lift Operator C	HOUR	$115.67	$115.67	$115.67	$115.67	$115.67	$115.67	$115.67	$115.67
Equipment Operator A	HOUR	$152.54	$152.54	$152.54	$152.54	$152.54	$152.54	$152.54	$152.54
Equipment Operator B	HOUR	$147.52	$147.52	$147.52	$147.52	$147.52	$147.52	$147.52	$147.52
Groundsman A	HOUR	$107.72	$107.72	$107.72	$107.72	$107.72	$107.72	$107.72	$107.72
Groundsman B	HOUR	$103.76	$103.76	$103.76	$103.76	$103.76	$103.76	$103.76	$103.76
Vegetation Support									
Damage Assesor/Inspector	HOUR	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53
Utility Arborist (ISA or TRAC)	HOUR	$152.54	$152.54	$152.54	$152.54	$152.54	$152.54	$152.54	$152.54
Utility Arborist (Non-ISA or Non-TRAC)	HOUR	$139.45	$139.45	$139.45	$139.45	$139.45	$139.45	$139.45	$139.45
Utility Arborist (Office staff)	HOUR	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53	$131.53
Drone Pilot	HOUR	$403.95	$403.95	$403.95	$403.95	$403.95	$403.95	$403.95	$403.95

Available Discounts		
Available Discounts		
Available Discounts	**% Discount**	**Considerations / Assumptions**
EX: $X spend annually	*X%*	*Discount applicable to all spend within a calendar year.*
Less than $50 million annually	No discount	
$50-100 million	1.00%	
$100-150 million	2.00%	
$150+ Million	3.25%	

EXHIBIT E

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

2. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.

3. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by ASUME certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

4. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

5. Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.

6. Contractor shall have delivered to PREPA prior to, or shall deliver on, the Effective Date:

   (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

   (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the Effective Date:

      i. a copy of Contractor's Merchant Registration Certificate;

      ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;

iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

v. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

vii. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;

viii. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws;

ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and

x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.

(c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 6(b).

6. In providing the services, Contractor, covenants, represents and warrants to PREPA as follows:

(a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries or its affiliates (together "Contractor Group Members" and each a "Contractor Group Member") shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by LUMA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

(b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds

transferred by PREPA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

(c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(d) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

(e) Contractor shall at all times comply with all applicable Law regarding non-discrimination;

(f) Contractor attests, subject to the penalties for perjury, that no member of Contractor or Contractor Group, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement;

(g) Contractor shall inform PREPA if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

(h) Contractor shall inform PREPA if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

(i) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable it with respect to the T&D System; and

(j) In delivering the goods or services, Contractor shall:

i. to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;

ii. to the extent that the goods or services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, as amended ("Act 173"), comply with Act No. 173; and

iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled

or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

7. **Consequences of Non-Compliance**. Contractor expressly agrees that the conditions outlined throughout this Exhibit E are essential requirements to contract with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Contractor's negligence, dereliction of duties or breach of the Agreement, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

8. Contractor hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico ("Act 2-2018") or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico- ("Act 8-2017").

   PREPA shall have the right to terminate the Agreement in the event Contractor is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018 or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

   Furthermore, Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

9. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.

Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico: The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 as amended, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Agreement. Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

Attachment 1
Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of _____, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of _____ of _____ (hereinafter referred to as the "Contractor") organized as a _____ under the laws of _____ [with the Federal Identification No.] _____.
- That I am authorized to represent the Contractor and all of its partners and members (if applicable) for purposes of this affidavit.
- That neither the Contractor nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Contractor's agreement with the Puerto Rico Electric Power Authority while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this ____ day of _____, 20___.

By:_____
Name:
Title:

Affidavit No. ____

Sworn and subscribed before me by _____, of the personal circumstances stated above, in his/her capacity as _____ of _____; who is personally known to me or whom I have identified pursuant the following form of identification: _____, this ___ day of _____, 20___.

Annex 1
Contract Certification Requirement

(See Attached)

* * * * *

EXHIBIT F

INSURANCE REQUIREMENTS

Insurance:

The Contractor shall secure and maintain in full force and effect during the life of this Agreement and until the end of the warranty period as provided herein, policies of insurance covering all operations engaged in by the Contractor, including but not limited to the following:

(i) Commonwealth of Puerto Rico Workmen's Compensation Insurance:

The Contractor shall provide Workmen's Compensation Insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any, or shall certify that such Subcontractors, agents, and invitees have obtained said policies on their own behalf.

The Contractor shall furnish a certificate from the Puerto Rico's State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance and including the Agreement Number, in accordance with this Agreement.

(ii) Employer's Liability Insurance:

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of at least $5,000,000 for each employee and at least $5,000,000 for each accident covering against the liability imposed by law upon the Contractor caused by or resulting from injury, accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico (extraterritorial coverage).

(iii) Commercial General Liability Insurance:

The Contractor shall provide a Commercial General Liability Insurance with limits of at least $5,000,000 per occurrence and at least $5,000,000 aggregate. The Contractor agrees to require all its Subcontractors, if any, to procure and maintain similar coverage. **This limit can be met by a combination of primary commercial general liability policy and follow-form excess/umbrella liability policy**. The deductible for such insurance shall be no more than one hundred thousand dollars ($100,000.00) and the policy shall by its wording, or by endorsement include, but not be limited to the following coverages:

(A) "cross liability" and "severability of interest" clause which shall have the effect of insuring each person, firm, or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each.

(B) broad form property damage;

€ blanket contractual liability;

(D) products and completed operations liability (for a period not less than twenty four (24) months from the date of contract completio€(E) liability for operation of attached machinery;

(F) sudden and accidental pollution liability; and

(G) explosion, collapse and underground (XCU) and blasting.

(iv) Commercial Automobile Liability Insurance:

The Contractor shall provide a Commercial Automobile Liability Insurance with limits of at least $3,000,000 combined single limit covering all owned, leased, or scheduled autos, non-owned, and hired autos (including trailers). The Contractor agrees to require all its Subcontractors to procure and maintain similar coverage. The deductible for such insurance shall be no more than twenty-five thousand dollars ($25,000.00).

(v) Pollution Liability Insurance:

Unless otherwise provided in this Contract, **if the Work has potential for Environmental impact or handling of Hazardous Materials**, Contractor is required to procure pollution liability insurance coverage in the amount of two million dollars ($2,000,000) per occurrence and two million ($2,000,000) in the aggregate. Such insurance shall cover claims for bodily injury, property damage, clean-up costs, and related legal defense expenses for pollution conditions that result from, or are disrupted by, the services rendered in performance of this Contract or any Work Order by or on behalf of Contractor. Coverage will include extensions for transportation and off-site disposal (if applicable) and will not be restricted by any time element limitations, mold, asbestos, lead based paint, or insured vs. insured exclusions preventing Owner from bringing a claim against other insureds. The policy will apply to pollution conditions on, at, under, arising or migrating from the Site. If the policy is written on a "claims made" basis, Contractor shall provide Owner with proof of renewal for the two (2) years following the expiration of the Contract. Further, Owner may require Contractor to purchase an extended reporting endorsement at Contractor's sole expense. The deductible for such insurance shall not exceed one hundred thousand dollars ($100,000).

(vi) **If owned or non-owned aircraft or watercraft are used in the performance of the Work**, then Contractor will obtain aircraft liability and/or watercraft liability (as applicable), with a minimum limit of five million dollars ($5,000,000) per accident or occurrence. The deductible for such insurance shall be twenty-five thousand dollars ($25,000).

(vii) Property Insurance (Bailee Coverage): **If during this Agreement the Contractor will have PREPA's or LUMA's property under his or her Care, Custody and Control,** then insurance covering loss of or damage to PREPA's or LUMA's property will be required.

Requirements Under the Policies:

The Commercial General Liability, Commercial Automobile Liability and, if applicable, Pollution Liability and Aircraft or Watercraft Liability insurance policies required under this Contract, including but not limited to any subcontract(s) shall be endorsed to include:

a. As An Additional Insured:

LUMA Energy Servco LLC. / Puerto Rico Electric Power Authority (PREPA)
Risk Management Office
PO Box 364267
San Juan, PR 00936-4267

For any and all claims, liabilities, suits, causes of actions, and/or proceedings related to, arising out of, caused by, or resulting from any and all operations engaged by the Contractor.

b. A 30 days' cancellation or nonrenewable notice to be sent to the above address.

c. An endorsement including this Agreement under contractual liability coverage and identifying it by number, date, and parties to the contract.

d. Waiver of Subrogation in favor of LUMA Energy Servco, LLC. /Puerto Rico Electric Power Authority.

e. Breach of Warranties or Conditions:

"The *Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice LUMA Energy Servco, LLC. / PREPA's rights under this policy*."

The inclusion of a "Separation of Insureds" clause may be submitted as an alternative.

If applicable, the Pollution Liability, Aircraft Liability or Watercraft Liability and Property Insurance (Bailee Coverage) Liability insurance policies shall be endorsed to include:

a. A 30 days' cancellation or nonrenewable notice to be sent to the above address.

General Provisions for Insurance to be Provided by Contractor

With respect to the policies of insurance procured by Contractor hereunder:

(i) Contractor and its Subcontractors will furnish Owner with certificates of insurance for inspection by authorized representatives of Owner within thirty (30) business days of Agreement or Subcontract execution and immediately upon renewal of any insurance policy. All required policies of insurance shall be in a form acceptable to LUMA and shall be issued only by insurance companies authorized to do business in Puerto Rico. The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded. If Owner requests, Contractor and its Subcontractors will also furnish Owner with policies of insurance for inspection by authorized representatives of Owner. The furnishing of insurance by Contractor or its Subcontractors does not limit any of the other obligations or Liabilities of Contractor under the Contract. The bankruptcy or insolvency of any insurance company or the failure of any insurance company to pay any claim under an insurance policy will not be construed as a waiver or release of Contractor's obligations or Liabilities under the Agreement;

(ii) Contractor shall provide a Certificate from the Puerto Rico's State Insurance Fund that includes this contract identified by its number before performing any work pertinent to this contract.

(iii) If Contractor fails to provide to Owner satisfactory evidence of Contractor's Insurance as required herein upon request or, if after providing such evidence, any such policy lapses, is cancelled, or is reduced in coverage and or below total limits required in this Agreement, then in each such case, Owner may without restricting any of its other rights and remedies arising from such failure, whether under this Agreement or pursuant to any laws, procure and maintain such insurance in the name of Contractor, the cost of which shall be payable by Contractor to Owner on demand, and Owner may, at its option, deduct such cost as off-set from any monies which are due or may become due to Contractor. Total required limits can be met with any combination of primary and follow – form excess (Ei. Umbrella Policy);

(iv) Contractor shall ensure that all Subcontractors engaged in the Services shall procure insurance in accordance with standard industry practice. Before permitting any Subcontractors to perform any Services, Contractor shall obtain a certificate of insurance from each Subcontractor evidencing such insurance, including all additional insured requirements. If any subcontract employees are principally employed in a jurisdiction other than Puerto Rico, but working on the Services, their workers' compensation and employer's liability policy shall be extended to include extra-territorial coverage. Notwithstanding the generality of the foregoing, Contractor shall ensure that all of its Subcontractors have and continuously maintain effective workers' compensation or equivalent insurance in any jurisdiction in which its Subcontractors perform any Services, and specifically in respect of any Services performed at the Site;

(v) Owner, its Affiliates, and their respective personnel, Subcontractors, all Other Project Participants and all other parties having a contractual right to insurance coverage, shall receive a waiver of subrogation and be named as "additional insureds" on all Contractor's and Subcontractors' insurance policies, except where prohibited by law.

(vi) All insurance policies shall be placed with insurers having an assigned rating of not less than A VIII by A.M. Best or equivalent, licensed in the Commonwealth of Puerto Rico, and in a form reasonably acceptable to Owner. Each such policy shall provide that it cannot be cancelled without at least ninety (90) Business Days' written notice to Owner and Contractor will give Owner at least thirty (30) Business Days' prior written notice of any reduction in coverage. The approval of any such policy by Owner shall in no way relieve Contractor of its obligations to provide the insurance required herein;

(vii) All insurance policies will provide for world-wide territory, liabilities and suits;

(viii) Insurance proceeds as they relate to damage or loss to physical assets, shall be available to Owner to the extent required for the timely repair or replacement of such damages or loss;

(ix) Owner shall be entitled to fully participate with Contractor in the processing of any insurance claim relating to this Agreement;

(x) Contractor shall use all diligence to ensure that all insurance required under this Contract shall not be invalidated. Contractor shall, at all times, comply with and abide by, and will

ensure Subcontractors comply with and abide by, the terms, conditions, and requirements of the policies;

(xi) All insurance policies provided by Contractor shall be considered primary and shall not bring into contribution any other valid and collectible insurance;

(xii) All insurance policies will be consistent to what is typically obtained for work and projects similar in nature, size and scope of the Services;

(xiii) Contractor shall be responsible and liable, in each claim or occurrence for all deductibles and retentions under the policies; and

(xiv) LUMA / PREPA reserves the right to require other insurance as it may seem necessary during the course of this Agreement.

For clarity, the Maximum Liability Limit shall in no way limit Owner's right to recover pursuant to the required insurances, and such insurance proceeds shall not be included in calculating the Maximum Liability Limit.

Bonds:

As an Agreement security, the Contractor shall furnish at the time of the execution of the Agreement one of the following alternatives:

1. A Payment Bond in the amount of a hundred percent (100%) for each year (that is, equal to the percentage of the Agreement price that corresponds to that particular year), with good and sufficient surety satisfactory to PREPA to guarantee the prompt payment of all labor, supervision, equipment and materials required in the performance of the Agreement.

2. A Performance Bond in the amount of one hundred percent (100%) for each year (that is, equal to the percentage of the Agreement price that corresponds to that particular year), with good and sufficient surety satisfactory to PREPA, guaranteeing the Contractor will well and faithfully perform the Services.

3. Each bond shall be issued in the official form of LUMA (that is, AIA 312 format) and must include the corresponding Power of Attorney.

EXHIBIT G

FEDERAL CONTRACTING CLAUSES

1. USE OF FEDERAL FUNDING

This Contract or Agreement ("Contract") is funded, in whole or in part, by United States Federal Government ("Federal" or "Government" or "Federal Government") assistance in the form of grant, subgrant, loan, or reimbursement either directly to the recipient, the Central Office for Recovery, Reconstruction, and Resiliency ("COR3") or the Puerto Rico Department of Housing ("PRDH"), or to the subrecipient or applicant, Puerto Rico Electric Power Authority ("PREPA") represented by its agent LUMA Energy ServCo, LLC ("LUMA"), of funding provided from the Federal Emergency Management Agency ("FEMA") and Department of Housing and Urban Development ("HUD") to the Commonwealth of Puerto Rico. Accordingly, the following Federal provisions apply to this Contract pursuant to 2 CFR Part 200.327 and 2 CFR Part 200, Appendix II, as applicable.

2. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the Agreement, PREPA via its agent, may in its sole discretion:

a. elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

b. hire another contractor to perform the work and deduct any additional costs incurred by PREPA as a result of substituting contractors from any amounts due to Contractor; or

c. pursue and obtain any and all legal or equitable remedies.

This Section shall in no way be interpreted to limit PREPA's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to such labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor shall include, and require compliance by each of its subcontractors and vendors with, the provisions of these paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965. The Contractor will take such action with respect to any subcontract or purchase order as the Federal Emergency Management Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   PREPA further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

PREPA agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

PREPA further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, PREPA agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to PREPA under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from PREPA; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with HUD CDBG Labor Standards Requirements

The terms of HUD form 4010 "Federal Labor Standards Provisions" apply and shall be deemed included as if restated in full herein. The terms in HUD Form 4010 include but are not limited to provisions requiring compliance with the following:

a. **The Davis-Bacon Act** (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. **The Copeland "Anti-Kickback" Act** (18 U.S.C. § 874, 40 U.S.C. § 3145) and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

   i. Subcontracts. Contractor shall insert in any subcontracts the clauses contained in subparagraphs (1) through (11) of paragraph (a) of HUD form 4010 and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   ii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **HUD Section 3.**

If work to be performed under this contract will be funded in whole or in part with a HUD CDBG funds (including, but not limited to CDBG-MIT), the work is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing. If Section 3 applies, the Parties agree to comply with HUD's regulations in 24 C.F.R. part 75 that implement Section 3, including but not limited to inclusion of a HUD Section 3 clause in every subcontract subject to compliance with n 24 C.F.R. part 75, and taking appropriate action upon finding that a subcontractor is in violation of the requirements in 24 C.F.R. part 75.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Section.

c. Withholding for unpaid wages and liquidated damages. PREPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Section.

d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

6. COMPLIANCE WITH CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The Contractor agrees to report each violation to LUMA and understands and agrees that LUMA will, in turn, report each violation as required to assure notification to the Recipient, the Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

7. SUSPENSION AND DEBARMENT

Federal regulations restrict PREPA from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration and contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

a. The Parties recognize that this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor has verified via the *Certification Regarding suspension and Debarment* form attached hereto at **Annex I**, that neither the Contractor nor its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor shall promptly notify LUMA of any changes to this certification during the term of this Agreement.

b. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction.

c. This certification is a material representation of fact relied upon by PREPA and its agent LUMA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PREPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8. BYRD ANTI-LOBBYING AMENDMENT

Contractors and subcontractors who apply for or bid on a federally funded contract of $100,000 or more must file the required certification found at APPENDIX A, 44 C.F.R. PART 18. As such Contractor has verified via the *Byrd Anti-lobbying Certification and Disclosure* form attached hereto at **Annex II**, that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. If Contractor awards any subcontract of $100,000 or more under this Agreement, Contractor will collect a *Byrd Anti-lobbying Certification and Disclosure* form from each subcontractor and submit it to LUMA. Contractor and its subcontractors subject to this requirement shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Disclosures will be forwarded to FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Agreement performance schedule; meeting Agreement performance requirements; or at a reasonable price. Contractor shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Contractor *and its subcontractors* are prohibited from spending the proceeds of this Agreement on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons as set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 ("McCain Act"), and 2 C.F.R. Section 200.216. Contractor and its subcontractors shall not use funds paid under this Agreement to fund the purchase, installation, or services of the telecommunications and video surveillance products or to contract with the entities prohibited by Section 889 of the McCain Act or 2 C.F.R. Section 200.216.

b. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Agreement.

11. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Agreement.

12. ACCESS TO RECORDS

a. The Contractor agrees to provide PREPA, P3A, the Puerto Rico pass-through agency, the Federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide PREPA, the Puerto Rico pass-through agency, the Federal awarding agency, or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d. PREPA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal awarding agency or the Comptroller General of the United States.

e. In compliance with the Disaster Recovery Act of 2018, the Parties acknowledge and agree that no language in this Contract is intended to prohibit audits or internal review by the FEMA Administrator, the Secretary of HUD, or the Comptroller General of the United States.

f. Records to be Maintained. Contractor shall maintain records, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations, whichever is longer. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this Contract, any other applicable Federal statutes and regulations, and the terms and conditions of Puerto Rico Department of Housing's (" PRDOH") Federal award.

g. Record Retention and Transmission of Records to LUMA Records. Prior to close out of this Contract, the Contractor must transmit to LUMA records sufficient for LUMA to demonstrate that all costs under this Contract met the requirements of the Federal award.

h. Data and Privileged Information. Contractor, if applicable, is required to maintain confidential data demonstrating client eligibility for activities provided under this Contract. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

i. Personally Identifiable Information (PII) Policy. Contractor must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Contract, as it may be updated from time to time.

j. Report. Contractor must complete and submit quarterly reports providing an overview on the project's progress to date, compliance with job creation/ retention (if applicable), and a summary of the progress expected for the next quarter. Additional compliance reporting, including but not limited to that for Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Part1701u, and Davis Bacon and Related Acts, as amended, 40 U.S.C. Part3141-3148, will be maintained in accordance with the reporting requirements under the CDBG-DR regulations, applicable PRDOH CDBG-DR policies, and executed agreements.

k. Ownership and Use of Documents.

   i. With the exception of the Contractor's working papers, Contractor acknowledges LUMA's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the Contractor, its agents, or representatives, for purposes of performing key obligations hereunder. In the event of any termination, Contractor shall deliver such information, drafts, reports, papers, and other materials to LUMA, in

document form or as computer program data, and Contractor recognizes LUMA or any other applicable stakeholder's (e.g. PRDOH, FEMA, and/or COR3) right to request such documentation or computer program data. If Contractor fails to deliver said information, LUMA may seek a judicial order to enforce its rights.

ii. Proof of expenditures incurred by Contractor on behalf of LUMA shall be made available LUMA. Contractor agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to Contractor account. These documents shall be open for LUMA and other stakeholders such as PRDOH, FEMA, and/or COR3's examination at all reasonable times during the term of this Contract, and up to five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations, whichever is longer.

13. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the Federal awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of Federal awarding agency officials without specific pre-approval from the Federal awarding agency. The Contractor shall include this provision in any subcontracts.

14. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal awarding agency policies, procedures, and directives.

15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to PREPA, LUMA, the Puerto Rico pass-through entity, the Contractor, or any other party pertaining to any matter resulting from the Agreement.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

17. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

18. DRUG FREE WORKPLACE

Contractor shall establish procedures and policies that promote a drug-free environment. Contractor must notify its employees of the policies as well as the penalties that may be imposed if any type of violation occurs. Contractor must notify LUMA if any of its employees are criminally convicted of any offense related to the use of drugs in the work environment. Such notification shall be made within ten (10) days of the conviction being declared.

19. COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Government of Puerto Rico, including PREPA, and the federal grant awarding agency (the "Licensees") a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data, materials and other results and proceeds first produced in the performance of this contract ("Work Product") the right to reproduce, publish, or otherwise use Work Product, including the preparation of derivative works, to distribute copies to the public, and to publicly perform and display the Work Product. For data and materials required by the contract but not first produced in the performance of this contract ("Acquired Work Product"), the Contractor will identify and grant to the Licensees or acquire on their behalf a license in Acquired Work Product that meets requirements, as determined solely by PREPA or its agent, for the Licensees to use and to license others to use the Work Product and Acquired Work Product for all PREPA activities and for ongoing use, training, maintenance, and improvement of the resulting technology improvements. Work Product and Acquired Work Product shall include, but not be limited to, data, research, written reports or literary works, software and/or source code, pictures or images, graphics, audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to PREPA, in formats acceptable to PREPA, copies of Work Product and Acquired Work Product.

ANNEX 1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By signing this Certification, the Proponent certifies that the firm, business or person submitting the proposal has not been suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. The Puerto Rico Energy Power Authority / LUMA Energy ServCo, LLC also may exercise any other remedy available by law.

In witness whereof, I affirm and sign the herein document in _____, _____, this _____ day of _____, 20____.

_____
(Printed Name of Proponent)

By: _____
(Signature of Proponent)

_____
(Name of Firm)

_____
(Position)

Affidavit No. _____

Duly sworn and subscribed to before me in the city of in _____, _____, this _____ day of _____, 20____, by _____, of legal age, _____(civil status), _____(occupation), and resident of _____, in his/her capacity as _____ of the Proponent, who to me is personally known, or have identified by means of _____.

_____
Public Notary

ANNEX 2

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. Part 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Part 3801 et seq., apply to this certification and disclosure, if any.

[Signature page follows]

_____

Contractor's Name

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

EXHIBIT H

LUMA POLICIES

Dear suppliers:

I hope this message finds you well. I am pleased to address you as LUMA President and Chief Executive Officer. First, I want to express my gratitude for your support of our mission: to transform and modernize Puerto Rico's electric grid. I am committed to leading this company transparently, aligned with applicable laws and regulations, as well as with our own ethical standards.

We handle federal funds and other funds that belong to the people of Puerto Rico. As business partners, we expect our suppliers to behave ethically and transparently. There is a Contractor Code of Conduct for companies that work with LUMA, which you must abide by. Compliance not only helps us both avoid risks and legal penalties, but also allows us to build a solid reputation and foster trust with you and with the people of Puerto Rico. Here are some important reminders.

Respect for the purchasing process

To participate in LUMA's purchasing processes your company must be registered as a supplier. The requirements for registration can be found on the Suppliers section of our website at: https://lumapr.com/suppliers/lumas-vendors-registry-requirements/?lang=en. The supplier selection process must be completely finished, including the signing of the contract, before we are able to receive any goods or services.

No employee is authorized to provide a supplier with confidential information that gives it a competitive advantage in a procurement process. It is also strictly forbidden for any employee to receive benefits in exchange for awarding contracts or favoring a supplier. To make processes transparent, we also ask suppliers to refrain from trying to influence the purchasing process or from trying to obtain information that gives them an advantage.

In addition, employees are prohibited from sharing supplier's proposals or quotes with other suppliers. Therefore, please do not ask our employees for other suppliers' proposals or quotes.

Gifts from suppliers

When working with public funds, perception is as important as reality. A third party may misinterpret frequent lunches or dinners as a way to try to influence our employees, so please avoid extending these invitations.

If you receive any requests for gifts or benefits from any LUMA employee, please feel free to contact me directly, or, contact us anonymously, through the LUMA Ethics Helpline at: http://lumaethicshelpline.com/.

I appreciate your dedication and continued contribution.

Cordially,

[redacted]

President and Chief Executive Officer

OPERATOR ("LUMA") POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES

LUMA was created to power the lives of the people of Puerto Rico through the delivery of safe, reliable, and affordable electricity. Operating safely and sustainably and in an ethical and responsible manner is critical to achieving our goals.

Our vendors play an important role in supporting our operations and upholding our commitments to our customers. Our Vendor Code of Conduct explains the principles and standards that apply to you when you are providing goods and services to LUMA. As a LUMA vendor, we expect you to share the principles described in this Code of Conduct and to apply similar standards with your own employees and across your supply chain.

By following this Code, you are upholding our mission and our core values and setting the groundwork for our joint success. We expect you—including your employees and the suppliers you yourself use—to act ethically and abide by the commitments in this Code and by other policies that may apply you as you interact with us or act on our behalf. We value our relationship with you and appreciate your efforts to fulfill these important responsibilities.

OUR MISSION STATEMENT & VALUES

Our values are not just words on a page. We live them daily. Our mission is always, in every way, to continue getting better.

Mission Statement

LUMA was purposefully built for the people of Puerto Rico, to reinvigorate and transform the island's electric transmission and distribution system and to support its overall economic development. We put people first – our employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for our customers and the world around us.

We stand together, building a culture on continuous improvement with the goal of working towards a stronger Puerto Rico by delivering on our promise of excellent customer service and our commitment to Safety.

Core Values

Our Core Values define how we work and we seek out business partners who share them as well. It is important that all members of our team embrace these values, as they are fundamental to how we do business.

We live by the following values:

I. CARE

We seek to understand and collaborate. We care enough to challenge each other. We care about each other – and the communities where we live and work.

II. ACCOUNTABILITY

We are transparent, respectful and responsive. We are ethical and guided by integrity. We do the right thing. We hold ourselves and each other accountable to operational excellence.

III. PRIDE

We take pride in holding ourselves to the highest standards of safety and sustainability. We are invested in our people, our actions and our commitments for the long run. We celebrate our successes and continuously strive to be better.

CONDUCTING BUSINESS THE LUMA WAY

Our Expectations

LUMA's Vendor Code of Conduct ("Code") applies to all intermediaries, suppliers, consultants, contractors, contract labor and other business partners who provide goods or services to or on behalf of LUMA (collectively, "vendors"). We each play a role in upholding the principles of our Code. You are expected to ensure that all your employees or sub-vendors that perform work for LUMA read, understand and follow the Code and the underlying policies and practices that are applicable to them to avoid illegal or unethical conduct. Compliance with this Code is a requirement for becoming and remaining a LUMA vendor.

Vendor Selection

We are committed to dealing fairly with all vendors throughout our procurement process, from bid evaluation and negotiation to award decisions and purchasing administration. We select our vendors based on objective criteria, such as technical, commercial or other legitimate business reasons. You are expected to cooperate with our procurement processes, including responding to any due diligence requests.

Speak Up

Raising awareness of possible misconduct or violations of the law or the Code is part of our commitment to creating a fair and honest culture. To ensure the highest levels of integrity throughout our supply chain, we rely on our vendors to speak up about any actual or suspected violations of the law or our Code.

If you want to come forward with any questions or concerns, you may use any of the following resources:

Your LUMA Supply Chain Representative
LUMA Leadership
LUMA's Director of Compliance
LUMA's Ethics Helpline

LUMA's Ethics Helpline is available 24 hours a day, seven days a week, in Spanish and English. You can call the Ethics Helpline at 877-776-0993 and speak with a third-party representative, make a report via the internet at www.LUMAethicshelpline.com, or e-mail compliance@lumapr.com.

LUMA's Ethics Helpline is managed by an independent third-party service provider. You may report anonymously. All reports made to the Ethics Helpline are forwarded to LUMA's Director of Compliance for review and investigation. When you make a report to the Ethics Helpline, please provide as much information as possible. The more information you provide, the easier it will be for the Company to investigate and address your concern.

Investigation of Reports

You are encouraged to report conduct that you believe is illegal or improper. LUMA treats all reports of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all reports and take necessary action. You are expected to cooperate with any investigations. LUMA does not tolerate any form of retaliation against anyone who reports a violation of this Code in good faith or cooperates with an investigation. We also expect all our vendors to investigate any concerns that are reported to them and to take corrective measures if necessary.

Violations of Our Code

LUMA takes violations of our Code very seriously. We encourage our vendors to monitor their compliance with the Code's requirements. LUMA will monitor our vendors' compliance with this Code through audits or site visits as we deem necessary and we expect our vendors to cooperate with related requests. If any non-compliance with this Code is detected, you are expected to take reasonable steps to address, remedy, and prevent reoccurrence of the non-compliant conduct. Failure to comply with this Code may result in the termination of the business relationship between you and LUMA.

CREATING A CULTURE OF TRUST AND RESPECT

We believe in *People First, Safety Always.*

Human Rights and Labor Practices

We respect and promote human rights in all our operations. We expect you to share our commitment to providing equal employment opportunity and creating an inclusive work environment that is free from discrimination. You must treat all members of your workforce fairly and in accordance with all applicable labor and employment laws.

We expect you to employ workers on the basis of their ability to do the job, and not on the basis of their race, color, age, sex, national origin/ancestry, social origin or status, marital or familial status, citizenship status, disability, religion, veteran status, sexual orientation, gender identity, political affiliation, genetic

information, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, or any other status protected by federal, state, or local law.

LUMA will not tolerate any conduct by a vendor that is offensive, hostile, abusive, exploitative or otherwise inconsistent with a respectful workplace. You must not support or engage in forced or indentured labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, overtime, and benefits. We expect you to respect the rights of your workers to associate freely and to join or not join labor unions.

Workplace Safety

At LUMA, the safety of our people – employees, customers, vendors, and the public – matters first and foremost. As our vendor, you must comply with all applicable safety and security laws and regulations. You also must adhere to LUMA's safety standards and apply safe work practices to work you undertake on our behalf to prevent injuries and illnesses and minimize property losses. You must comply with LUMA HSE Contractor Selection and Management Standard applicable requirements. You are expected to report any incidents or near-misses in accordance with LUMA's HSE Handbook and our Workplace Safety Policy. You must ensure that your workers receive relevant training on health and safety procedures, including prohibitions on the use of illegal drugs and alcohol at work and restrictions on the possession of weapons.

Social Media

You must not use social media in a way that may jeopardize LUMA's reputation. You are not allowed to make any statements on behalf of LUMA without prior permission from the Company's Communications department. You are also not permitted to use LUMA's name or logo, trademarks or other intellectual property without the Company's express consent. You must never use social media to make false or defamatory comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

Conflicts of Interest

When working for LUMA, you have a responsibility to always act in the best interests of the Company. You must avoid engaging in any activity that would create an actual or apparent conflict of interest in the provision of products or services to LUMA. A conflict of interest may arise when your personal or professional relationships influence or appear to influence your business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- Your company is partially or fully owned or controlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee
- Your company is partially or fully owned or controlled by a government employee of any agency that regulates or oversees LUMA
- You hire or employ a current LUMA employee or their family member
- You have a personal relationship with the LUMA employee who supervises your work for the Company

Additionally, we are obligated to comply with the Código de Ética para Contratistas, Suplidores, y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico (the "Code of Ethics"), which enumerates our ethical obligations and responsibilities and includes specific requirements related to identifying, avoiding and mitigating conflicts of interest.

Even the appearance of impropriety can undermine our credibility, pose financial and reputational risk to us and jeopardize our ability to comply with relevant laws and regulations, or our contractual obligations. If you are aware of any situation that may create a conflict of interest you must promptly disclose it to the Company.

ACTING WITH INTEGRITY

We conduct our business lawfully and ethically.

LUMA's Code of Conduct for Employees

All LUMA employees are required to comply with LUMA's Code of Conduct for employees, available at https://lumapr.com/. Among other things, LUMA's employee Code has strict rules and expectations for our employees when they interact with LUMA's vendors. You must never cause or take any action that would result in a LUMA employee violating the employee Code. When in doubt, ask your LUMA business contact.

Zero Tolerance for Corruption

LUMA is committed to conducting business the right way. We never tolerate any form of corruption and we expect our vendors to carry out their business honestly and ethically. You must operate in full compliance with applicable laws and regulations, including anti-money laundering, anti-bribery and anti-corruption laws, wherever you do business.

When working for or on behalf of LUMA, you must never offer, promise or give a bribe, kickback or improper payment to anyone, whether they are a government official, commercial actor or private individual.

A bribe is an offer or gift of anything of value in order to improperly influence a decision or gain an unfair business advantage. Bribes may include money, expensive gifts, extravagant travel or entertainment, employment opportunities, and political or charitable donations. A kickback is money or a gift of anything of value returned or paid as a reward for awarding or fostering business.

We expect you to implement your own anti-corruption policies and procedures, which include conducting appropriate due diligence for any sub-vendors that will perform work for LUMA and maintaining accurate books and records.

Exchanging Business Courtesies

In the course of conducting business for LUMA, you may exchange business courtesies to build goodwill and positive working relationships at the Company. However, such exchanges must not be used to improperly influence a business decision or create a sense of obligation. Although nominal promotional items or business courtesies of modest value may be acceptable in certain situations, they are never required to do business with LUMA.

Even the appearance of impropriety can damage your and LUMA's reputations. Any business gifts or entertainment you give or offer to LUMA employees must be reasonable and comply with local law and the LUMA employee Code. Such courtesies must not be provided frequently. Extravagant gifts and entertainment, cash, cash equivalents, gift cards or discounts not available to all employees are prohibited, whether they are provided directly to LUMA employees or indirectly via third parties or family members.

Relationships with Governmental Authorities

LUMA often interacts with Puerto Rico's regulatory and other governmental authorities that are responsible for laws, regulations, and policies that affect the Company, such as:

- The Puerto Rico Public-Private Partnerships Authority ("P3 Authority")
- The Puerto Rico Electric Power Authority ("PREPA")
- The Puerto Rico Energy Bureau ("PREB")
- The Financial Oversight and Management Board for Puerto Rico ("FOMB")
- The Federal Emergency Management Agency ("FEMA")

In your work with LUMA, you may encounter government officials or employees from these or other government agencies and departments. You must act with integrity when interacting with such governmental authorities and ensure that you comply with all applicable legal requirements. You must not make representations on behalf of LUMA without prior approval from the Company.

Providing a business courtesy to a government official or employee is subject to strict rules, including the Code of Ethics. You shall not provide any business courtesies to any government officials or make any donations or contributions to any political party or candidate or for any political initiative on LUMA's behalf without prior approval from the Company.

Trade Controls

LUMA complies with all applicable laws and regulations that govern international trade, including import and export controls and economic sanctions promulgated by the U.S. Treasury Department, Office of Foreign Assets Control. We expect our vendors to be knowledgeable of and abide by these laws when applicable. You must not engage in transactions with any sanctioned parties or facilitate transactions with third parties that involve sanctioned parties.

SUPPORTING OUR COMMUNITIES

We invest in our local communities and provide the best service to our customers.

Environment and Sustainability

LUMA recognizes the importance of safeguarding the environment for future generations. We are committed to reducing our environmental impact and we actively seek vendors that operate in an environmentally responsible manner. Because we care about protecting the environment, we expect our suppliers to:

- Commit to and promote environmental compliance.

- Comply with local, Commonwealth and federal environmental laws, regulations and government orders, permits, authorizations and other legal obligations.
- Assist in finding efficient and effective solutions to environmental issues.
- Report environmental incidents in accordance with policies.
- Respond quickly and effectively to environmental incidents involving work sites and/or equipment in accordance with LUMA's policies.
- Be familiar with and comply with all LUMA environmental systems, procedures, plans and programs in effect and applicable to their work situation.
- Implement systems and procedures to minimize activities that pose a threat to the environment and provide training on the same.
- Ensure safe and appropriate management and disposal of waste.

Local Goods and Services

LUMA is committed to investing in the people of Puerto Rico. We support local businesses and provide them with fair opportunities to bid and acquire contracts. We expect our vendors to share this commitment to seek, use and develop a local supply chain while performing work for LUMA.

PROTECTING OUR COMPANY RESOURCES

We use assets, systems, processes and data responsibly.

Asset Management

Responsible management of assets that are owned by LUMA as well as assets that are entrusted to us by PREPA is vital to the performance of our work. Such assets include equipment, tools, vehicles, offices and yards, funds, documents, networks, systems and software, confidential information, sensitive information and intellectual property. As a LUMA vendor, your services may affect electric utility service and be subject to utility regulation, including oversight from the P3 Authority and the PREB. You are expected to safeguard the assets managed by LUMA and only use them with Company approval and for legitimate business purposes; they should be protected from misuse or theft.

Data Protection

Information systems managed by LUMA, and the data we store on these systems, are valuable assets, many of which are used to carry out critical utility activities. You have a duty to maintain the security and integrity of these systems and to abide by all information protection and privacy laws that apply to your relationship with us.

If you provide information systems services to LUMA, or you connect to information systems managed by LUMA, you will be expected to implement and maintain a cybersecurity system designed to prevent unauthorized access to these systems, as well as your own. In such cases, LUMA has the right to screen your systems for compliance and security purposes prior to engagement. You must notify LUMA

immediately if any information we provided or gave you access to has been, or is suspected of being, lost, stolen, or inappropriately disclosed.

All information that is created, stored and transferred using systems and networks managed by LUMA is Company or PREPA property. LUMA may authorize individuals to monitor equipment, systems and network traffic to ensure that these systems have not been compromised or to see if there has been improper or inappropriate use of Company or PREPA resources. You should not expect privacy when using LUMA's systems to access, download or transmit information.

Confidential Information

In the course of your work for LUMA, you may have access to the Company's or PREPA's confidential, non-public information. This can include financial information, business or strategic plans, customer lists, terms or rates offered to customers, pricing and technological innovations. You must protect the confidentiality of this information and you must not disclose it to anyone outside the Company unless the Company authorizes you to do so or it is required by law.

Sometimes our customers or other vendors will provide us with their own confidential information, in furtherance of our business relationships with them. You must always respect and protect the confidential information of our customers and other vendors and abide by any confidentiality obligations to which you have agreed. Any media inquiries related to confidential, non-public information about LUMA or its operations should be referred to the Company's Communications Department.

Data Privacy

We respect the privacy of the personal information of our employees, customers, and vendors. You have a shared responsibility to protect this information against inadvertent or inappropriate disclosure. You must handle such information in compliance with applicable laws and LUMA's policies and IT security requirements. LUMA reserves the right to analyze your security system to ensure that any personal information we disclose to you will be adequately protected. You must not share such information with third parties without LUMA's express approval. Any potential compromise to the confidentiality or the security of personal information should be immediately reported to LUMA's IT—OT Department.

Record Retention

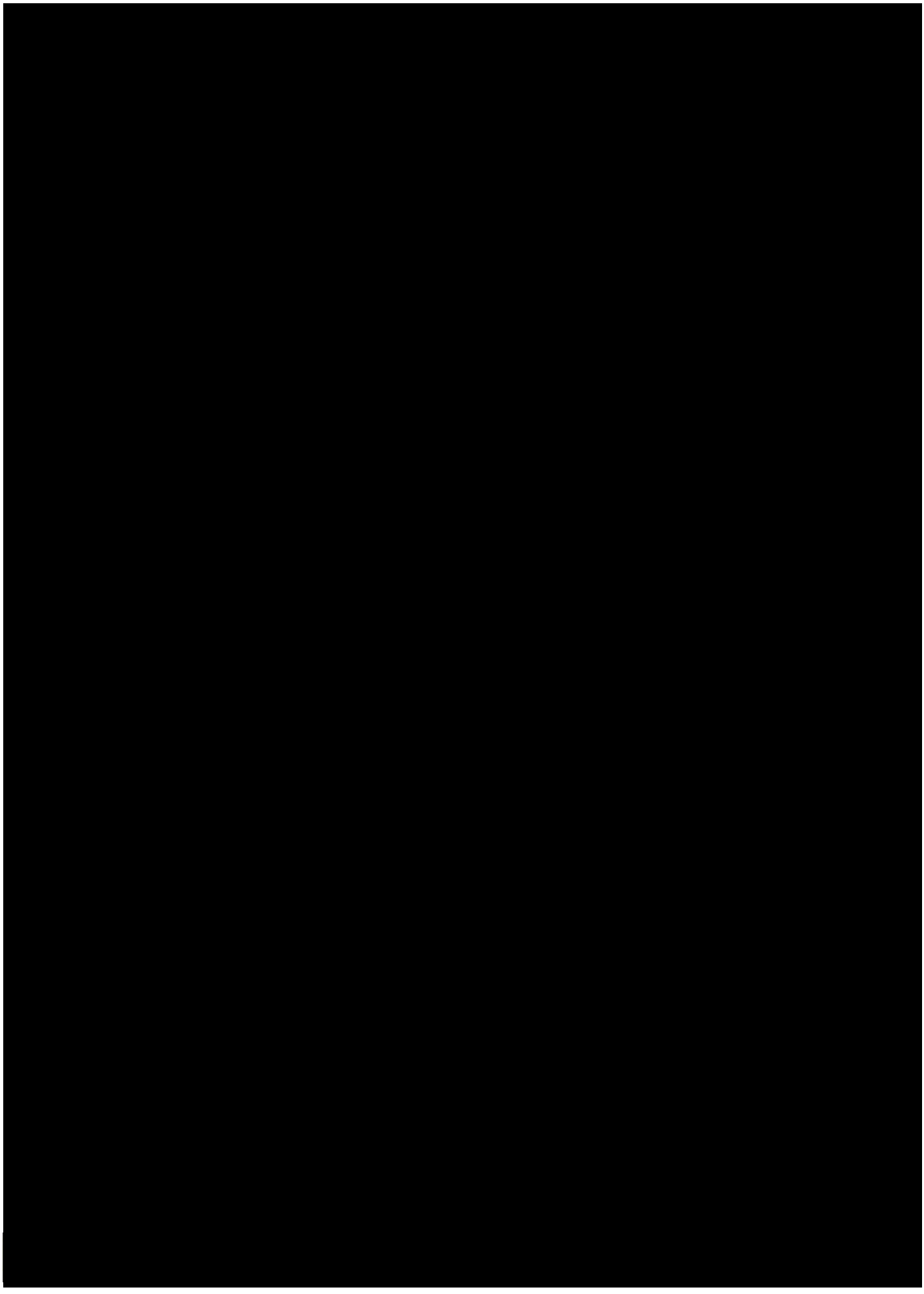
We maintain Company records, in paper and electronic form, for as long as required by law and as necessary for our business purposes. During the course of your work for LUMA, you may generate or receive information or records related to the Company. You must follow all applicable laws and contractual requirements in creating, maintaining and disposing of these records. The destruction of personal information must be previously authorized to implement any necessary safeguards and must be documented in compliance with law.

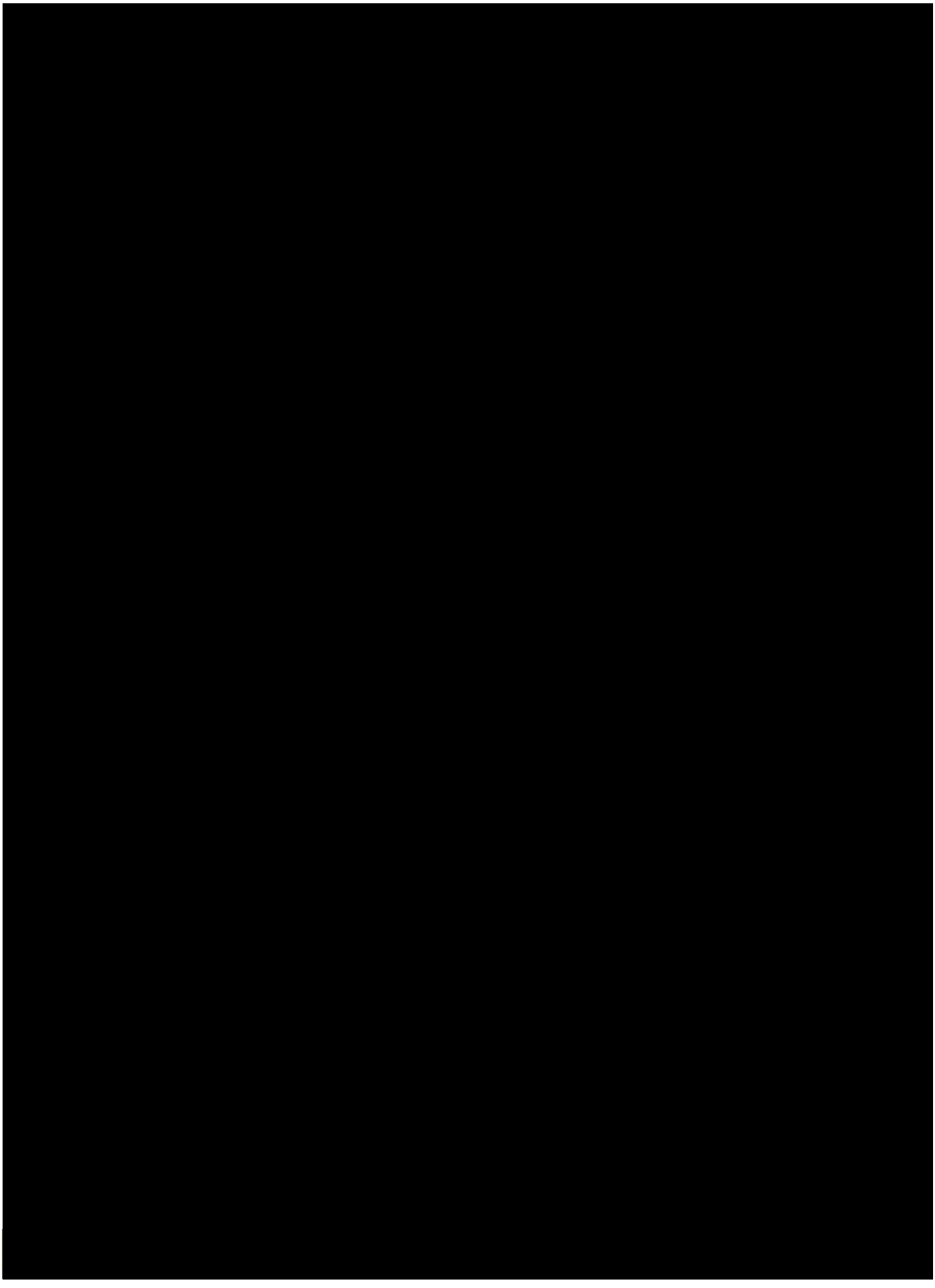
You must not destroy or discard any records related to your work for LUMA that are subject to an internal or government investigation, or to any other legal or administrative proceeding. If you receive a subpoena or a request from someone outside LUMA for a document or record, notify your contact at LUMA.

Financial Reporting

Accurate, reliable, and timely records and disclosures are critical to meeting LUMA's financial, legal and management obligations. Records prepared for LUMA, including records of work time and expenses, must be accurate and complete. You must ensure that you have appropriate authorization for each work order or

purchase requisition and that you maintain appropriate supporting documentation. You must comply with generally accepted accounting principles, as well as your internal accounting policies and system of internal controls.





MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (this "Agreement") is made and entered into as of the __ day of May, 2024 (the "Effective Date"), by and between **PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rio ("PREPA" or "Owner"), represented herein by its agent, **LUMA ENERGY SERVCO, LLC** ("Operator" or "LUMA"**)**, and **CERES ENVIRONMENTAL SERVICES, INC.**, a corporation organized under the laws of Florida and authorized to do business in Puerto Rico ("Contractor"). Each of PREPA and Contractor are sometimes referred to herein as a "Party" and together as the "Parties".

RECITALS

WHEREAS, LUMA was retained by PREPA and the Puerto Rico Public-Private Partnerships Authority ("Administrator"), under the Operation and Maintenance Agreement dated as of June 22, 2020, as amended from time to time in accordance with its terms (collectively the "OMA"), pursuant to which LUMA provides certain services to PREPA and Administrator as more specifically set out therein;

WHEREAS, in accordance with the terms and conditions of the OMA, and for the avoidance of doubt, LUMA is acting solely as agent to PREPA, and is not for itself or on its own behalf a party to this Agreement.

WHEREAS PREPA, by virtue of its enabling act, Act Number 83 of May 2, 1941, as amended ("Act 83"), has the authority to engage professional, technical, and consulting services and such other services necessary and convenient to pursue the activities, programs, and operations of PREPA;

WHEREAS, Contractor is a provider of certain vegetation clearing services;

WHEREAS, the Parties desire to enter into this Agreement to provide for, among other things, the performance by Contractor of certain vegetation clearing services, such as land clearing, line clearing work, access and debris management for federally funded projects for future emergency situations (the "Emergency Services") and to provide services related to past declared emergency events for permanent works, and for projects to restore facilities damaged by disasters and to prevent future damage similar to that caused by declared events (the "Permanent Works" and, together with Emergency Services, the "Services") for PREPA as required from time to time and on an individual project-by-project basis in the Contract Award Assigned Areas and in accordance with the Scope of Work attached hereto as Exhibit A ("SOW") For the purposes of this Agreement the Contract Award Assigned Areas shall mean all sectors of Puerto Rico, including Culebra and Vieques, as assigned in each Task Order;

WHEREAS, PREPA finds it in its best interest to procure the Emergency Services through prepositioned contracts to perform the necessary work during emergency periods so as to not have to rely on emergency procurement to alleviate an immediate threat to life, public safety and other dangerous situations; and

WHEREAS, the Services will be provided on a time and materials basis pursuant to Exhibit D – Fees, and in compliance with LUMA's Guidelines for Time & Material Contracts (the "Guidelines").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

1. Interpretation and Construction of this Agreement.

1.1 The Recitals above are included as an integral part of the terms and conditions of this Agreement.

1.2 As long as the OMA is in effect, (i) all provisions hereunder relating to PREPA taking any action, receiving any notice or disclosure, making any determination (including but not limited to the termination of the Agreement), or otherwise referencing PREPA as beneficiary of the terms and conditions of the Agreement, shall be understood to refer to LUMA, acting on PREPA's behalf and (ii) all references to "LUMA" shall be understood to mean LUMA on its own behalf, as third party beneficiary of this Agreement. For the avoidance of doubt, PREPA (directly and not through LUMA as its agent) is prohibited from taking any action or giving any consent hereunder as long as the OMA is in effect. For the further avoidance of doubt, LUMA shall have no liability hereunder except in case of gross negligence or willful misconduct for any actions it may take on PREPA's behalf, and all such liability shall be exclusively PREPA's.

1.3 Exhibits, Annexes and Task Orders. The Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. In the event of an irreconcilable conflict, discrepancy, error or omission, the following descending order of precedence will govern: (i) Exhibit G – Federal Contracting Clauses, (ii) Exhibit E- Government Contracting Requirements, (iii) this Agreement and (iv) the remaining Exhibits. Once Task Orders have been executed, if there are any conflicts between the terms and conditions specified in this Agreement and those specified in an executed Task Order, those specified in this Agreement shall govern.

1.4 Construction. For purposes of this Agreement: (i) "include", "includes" or "including" shall be deemed to be followed by "without limitation"; (ii) "hereof", "herein", "hereby", "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) reference to a gender includes all genders; (iv) "any" shall mean "any and all"; (v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented and modified in effect from time to time in accordance with its terms; (vi) reference to any Applicable Law means such Applicable Law as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder; and (vii) reference to any Person at any time refers to such Person's permitted successors and assigns.

1.5 Days and Time. All references to days herein are references to calendar days, unless specified as Business Days, and, unless specified otherwise, all statements of or references to a specific time in this Agreement are to Atlantic Standard Time. When the ending date of a time period falls on a weekend or federal holiday, then the time period shall be extended to the next working day.

1.6 Negotiated Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement with the benefit of competent legal representation, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions hereof.

2. Performance of Services.

2.1 Performance of Services.

(a) Contractor shall provide PREPA with the Services as specifically set forth in Task Orders agreed to in writing and signed by both Parties from time to time in substantially the form attached hereto as Exhibit B (each, a "Task Order"); provided, however, that neither this Agreement, nor the Term Commencement Notice (as defined herein below), shall in any way obligate PREPA to enter into any Task Order. Contractor shall complete performance of the Services as set forth in each Task Order and in compliance with all applicable laws, rules, regulations, court orders and, to the extent the Services are subject to rules of ethics of a profession, comply with any such applicable rules. To the extent applicable, Contractor acknowledges and accepts that its members and owners understand the rules of ethics applicable to their profession and assume responsibility for their own actions. Contractor shall use the best practices acknowledged in the industry and adhere to express specifications and policies regarding the performance and delivery of the Services, as indicated in the Task Orders. For the avoidance of doubt, PREPA shall not issue Task Orders hereunder prior to providing Contractor with written notice confirming Term commencement (the "Term Commencement Notice").

(b) Contractor acknowledges and agrees that notwithstanding PREPA's execution of this Agreement, PREPA has the right to retain any other party to execute any of the Services, and that Contractor is in no way guaranteed any work and that it will only be entitled to perform Services if PREPA elects to issue a Task Order and then only upon the Parties agreeing to the applicable Task Order in the manner specified in this Agreement.

(c) Contractor acknowledges and accepts that PREPA may have entered into, or will enter into, vegetation clearing services agreements with other contractors to provide an expedited method for procuring similar or related services. Accordingly, PREPA may award other contracts for additional work to other contractors. Contractor agrees to cooperate with such other contractors as may be reasonably directed by PREPA. Contractor shall not commit or permit any acts that interfere with the performance of work by any other contractor, and PREPA shall take reasonable measures to ensure other contractors do not commit or permit any acts that interfere with the performance of the Services by Contractor.

(d) Contractor shall not perform any Services until such time as PREPA issues a Task Order and Contractor agrees in writing to perform such Services, and then only in respect of the Services provided for therein. Contractor acknowledges and agrees that the determination of whether and when any Task Order will be issued shall be solely within PREPA's discretion. PREPA shall issue Task Orders for the Services in a reasonable and non-discriminatory manner. Further, Contractor acknowledges and agrees that upon receipt of any Task Order from PREPA and acceptance by Contractor of same, it shall be required to perform the applicable Services as directed therein. For clarity, Contractor shall not proceed with any Services, and shall not be entitled to any compensation for any Services, unless and until the Task Order for such Services has been executed and delivered by the Parties in the manner set forth herein.

(e) Unless otherwise agreed to by the Parties, Contractor will mobilize personnel and equipment for performance of Emergency Services within 72 hours following acceptance of the Emergency Services Task Order, provided, however, it shall not be required to mobilize if it is deemed unsafe to travel.

(f) Contractor will adhere to the following industry standards and best practices: ANSI Z133 Safety Requirements for Arboricultural Operations (2017), ANSI A300 Tree, Shrub. and other Woody Plant Maintenance - Standard Practices and International Society of Arboriculture Best Management Practices.

(g) In addition, the Services may be subject to additional PREPA oversight in compliance with PREPA's "Contract Oversight Plan" (as defined in the Guidelines) which may be adopted and/or amended by PREPA at its sole discretion.

(h) Once the Parties execute a Task Order, the Services described in the Task Order shall be exclusive to the Contractor.

2.2 Task Order Changes. From time to time, the Parties may mutually agree to execute order changes to meet changing requirements through change orders (each, a "Change Order") signed by both Parties. If a change is requested by Contractor, such Change Order request must include (i) reason for the Change Order, (ii) description of remaining scope, schedule, and forecasted cost, (iii) impact of not performing such change order and (iv) any and all other documentation as reasonably required by PREPA. Upon execution of the agreed upon Change Order, it will become a part of the relevant Task Order. Notwithstanding anything to the contrary in this Agreement, PREPA, in its sole discretion, can permit work to be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting a breach or otherwise invoking applicable remedies against the Contractor.

2.3 Relationship Manager. Contractor shall designate a relationship manager (the "Relationship Manager") who shall serve as the main contact for Contractor and be responsible for all questions relating to the implementation of this Agreement and any subsequent Task Order or Change Order. Contractor shall instruct its personnel that any and all questions with respect to the Services shall be addressed with, and directed to, the Relationship Manager.

2.4 Personnel.

(a) The persons designated by Contractor to perform the Services shall have the appropriate technical and professional skills to enable them to perform the Services in a professional manner, consistent with generally accepted industry standards. Contractor shall not subcontract any of the Services without PREPA's prior written consent, which consent may be withheld in PREPA's sole reasonable discretion. Contractor shall retain full responsibility to PREPA under this Agreement for all matters related to the Services notwithstanding the execution or terms and conditions of any subcontract. No failure of any subcontractor used by the Contractor in connection with the provision of the Services shall relieve the Contractor from its respective obligations hereunder to perform the Services. The Contractor shall be responsible for settling and resolving all subcontractor claims arising out of delay, disruption, interference, hindrance, or schedule extension caused by Contractor or inflicted on Contractor or a subcontractor by the actions of another subcontractor. References to "subcontractor" mean the subcontractors to Contractor, regardless of their subcontractor tier.

(b) Contractor shall take a proactive approach to safety and strictly enforce safe work practices and comply with Exhibit C – Health, Safety and Environmental Obligations. The Contractor shall take responsibility for ensuring all workers consistently follow applicable safety laws. regulations. standards, and practices. The Contractor shall follow all applicable safety laws. regulations. standards, and industry practices including ANSI Z133; OSHA 1910.269, PR OSHA requirements. Contractor shall have the duty to stop work and initiate correction through the approved process if an unsafe work practice or safety hazard exposure is observed. The Contractor shall develop, amend as required, and follow a work plan emphasizing safe work practice.

(c) The Contractor guarantees that it currently has employed those full time equivalent personnel ("Contractor Resources") necessary and/or required to complete the Services contemplated under the Agreement. PREPA expects that Contractor will be able to provide a

minimum of 180 Contractor Resources to complete the Services. Specific assignment of Contract Resources and ramp up times shall be agreed to by the Parties in each Task Order. For Emergency Services, Contract Resources must include at least one Qualified Line Clearance Arborist ("QLCA") or a QLCA trainee under the direct supervision of a QLCA.

3. Compensation.

3.1 Fees for Services.

(a) Fees for Services provided during the Initial Period will be billed pursuant to Exhibit D – Fees. Fees for Services provided in any Additional Period will be subject to an annual increase in an amount mutually agreed by the parties not to exceed 2.5% of the amounts listed in Exhibit D – Fees.

(b) The total amount to be paid by PREPA for Services and reimbursements of approved expenses provided hereunder shall in no event exceed **$172,000,000** (the "Contract Ceiling"). Each executed Task Order budget shall be deducted from the Contract Ceiling. The Contract Ceiling shall not be exceeded without prior written approval by PREPA, as evidenced by a written amendment to this Agreement. Contractor exceeds the Contract Ceiling at its own risk. This Agreement alone, without Task Orders or Change Orders is no guarantee of work. Prior to the issuance of any Task Order, the Agreement price is $0. The Contractor shall immediately notify PREPA when the aggregate billing or costs incurred under this Agreement amounts to (i) fifty percent (50%), (ii) seventy-five percent (75%), ninety percent (90%) and (iii) one hundred percent (100%) of the Contract Ceiling. In addition, Contractor shall present an itemized list of the remaining Services under the Agreement and/or Task Order, as applicable.

(c) PREPA shall not reimburse Contractor expenses unless previously approved in writing by PREPA.

3.2 Documentation. Contractor will be responsible for ensuring all Services and expenditures are duly documented in compliance with federal reimbursement standards, as referenced in Exhibit G. Lack of documentation will be considered cause to withhold payment per Section 3.4.

3.3 Payment for Services. **Registration at the Office of the Comptroller. PREPA shall submit this Agreement for registration with the Office of the Comptroller of Puerto Rico, in accordance with the provisions of Act No. 18 of October 30, 1975, as amended, and provide evidence of such filing to Contractor. Such filing shall be made no later than fifteen (15) days from the date hereof. The Parties agree that no performance of either Party's obligations hereunder may be required by the other Party until the Agreement has been signed by both Parties and submitted for registration as described above, and evidence of such registration shall be provided to Contractor.**

3.4 Invoices.

(a) Unless otherwise set forth in a Task Order, Contractor shall submit invoices to PREPA every thirty (30) days until the completion of Task Order, detailing the amounts payable thereunder. PREPA shall approve, in whole or in part, Contractor invoices within thirty (30) days following its receipt of each such invoice (the "Approval Period"). If PREPA does not provide Contractor with written notice of disapproval within the Approval Period, such invoice shall be deemed approved. PREPA shall remit payment to Contractor within forty-five (45) days of approval of each invoice provided that PREPA may withhold payment of any amounts that are disputed by PREPA in good faith pending resolution of the dispute. In case of a dispute, PREPA

shall notify Contractor of the disputed element and once the dispute is resolved according to Section 14 hereof, PREPA shall make the payment agreed to by the Parties within ten (10) days following resolution.

(b) PREPA shall pay Contractor for the Services provided hereunder as specified in each applicable Task Order. Invoices must have the following information in order for payment to be made: (i) invoice number; (ii) invoice date; (iii) date(s) that the Services were provided; (iv) detailed description of the Service provided (including whether the Services are Emergency Services or Permanent Works) or milestones completed/delivered, as applicable; (v) itemized invoice amount; (vii) reference to the applicable Task Order; and (viii) copies of timesheets with hourly breakdowns by employee; (ix) evidence of vehicle usage, including mileage, if applicable; (x) any and all other documentation as required by applicable federal, state, and local law, rules or regulations; and (xi) the following certification: "*We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into this Master Services Agreement by and among the Puerto Rico Electric Power Authority ("PREPA") and Ceres Environmental Services, Inc. dated [•](the "Agreement"). The only consideration to be received for the Services (as defined in the Agreement) are the agreed-upon fees that have been negotiated with PREPA as specified in the Agreement. The total amount shown on this invoice is true and correct. The Services were provided, and no payment has been received.*"

(c) All payments made by PREPA for services rendered and work performed under each Task Order will be subject to a ten percent (10%) retainage ("Retainage") until substantial completion and acceptance of the Services. Retainage shall be payable as follows:

(i) Once the Services requested under a Task Order are completed by Contractor and accepted by PREPA, Contractor will present a final invoice requesting release of said Retainage, accompanied by a Waiver Letter issued by the "Corporación del Fondo del Seguro del Estado" certifying that Contractor complied with its legal obligation to insure its employees and accordingly paid the associated premiums with said Task Order.

(ii) Upon receipt of said Waiver, PREPA shall pay to the Contractor all Retainage in respect of such Task Order, minus the corresponding deductions (if any), within a reasonable period of time (not to exceed forty-five (45) days) after the latest to occur of (i) PREPA's written acceptance of the Services under such Task Order and (ii) receipt by PREPA from the Contractor of the Completed Work Package as provided in Exhibit A.

(d) All payments to be made under this Agreement will be charged to the following accounts :

Number	Description
14F019300000	Region 1 San Juan Distribution - Group A
14F019550000	Region 2 Arecibo Distribution - Group A
14F019500000	Region 3 Bayamon Distribution - Group A
14F019450000	Region 4 Caguas Distribution - Group A
14F019400000	Region 5 Mayaguez Distribution - Group A
14F019350000	Region 6 Ponce Distribution - Group A

14F019320000	Region 1 San Juan Transmission 38kV - Group B
14F019570000	Region 2 Arecibo Transmission 38kV - Group B
14F019520000	Region 3 Bayamon Transmission 38kV - Group B
14F019470000	Region 4 Caguas Transmission 38kV - Group B
14F019420000	Region 5 Mayaguez Transmission 38kV - Group B
14F019370000	Region 6 Ponce Transmission 38kV - Group B
14F019330000	Region 1 San Juan Transmission 38kV/Distribution - Group C
14F019580000	Region 2 Arecibo Transmission 38kV/Distribution - Group C
14F019530000	Region 3 Bayamon Transmission 38kV/Distribution - Group C
14F019480000	Region 4 Caguas Transmission 38kV/Distribution - Group C
14F019430000	Region 5 Mayaguez Transmission 38kV/Distribution - Group C
14F019380000	Region 6 Ponce Transmission 38kV/Distribution - Group C
14F019310000	Region 1 San Juan Transmission - 115kV
14F019560000	Region 2 Arecibo Transmission - 115kV
14F019510000	Region 3 Bayamon Transmission - 115kV
14F019460000	Region 4 Caguas Transmission - 115kV
14F019410000	Region 5 Mayaguez Transmission - 115kV
14F019360000	Region 6 Ponce Transmission - 115kV
14F019590000	All regions 230kV Transmission
14F019290000	Region 1 San Juan Substation/Telecom
14F019540000	Region 2 Arecibo Substation/Telecom
14F019490000	Region 3 Bayamon Substation/Telecom
14F019440000	Region 4 Caguas Substation/Telecom
14F019390000	Region 5 Mayaguez Substation/Telecom
14F019340000	Region 6 Ponce Substation/Telecom

3.5 Withholdings. The Contractor is an independent contractor and, as such, shall be responsible for the payment of all of its taxes and any applicable withholdings under the Puerto Rico Internal Revenue Code of 2011 and its regulations, as amended ("PRIRC"), the U.S. Internal Revenue Code- of 1986, as amended, or any state, territory or local tax statutes. No withholdings or deductions shall be made from payments to the Contractor for services rendered by Contractor, except for those required by any federal, state, territory, or local statutes, such as the PRIRC and Act No. 48-2013, as amended. PREPA shall remit and deposit with the Secretary of the Treasury of Puerto Rico any applicable withholdings or deductions made on payments to the Contractor. Pursuant to Act No. 48 of June 30, 2013, as amended, and Administrative Determination No. 13-14 ("AD No. 13-14") issued by the Puerto Rico Treasury Department (PRTD), payment for the Services may be subject to a one point five percent (1.5%) withholding (the "Special Tax") for employing specialized cleaning personnel. The Parties have agreed that PREPA shall retain an amount equal to the Special Tax from each invoice until such time as the PRTD determines whether or not the Services are subject to such Special Tax. PREPA represents that it has, or will in a timely manner, ask for a written determination from the PRTD on this matter. In the event the PRTD ruling concludes that the Services are not subject to the Special Tax, PREPA shall release all related retained amounts to Contractor within thirty (30) days of receiving the PRTD ruling. Withholding requirements may be adjusted pursuant to any amendments to the PRIRC.

The Contractor represents and warrants that it has and shall continue to pay all taxes and other such amounts required by federal, state, territory and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

4. Representations and Warranties.

4.1 No Conflicts; Authority. The execution, delivery and performance by Contractor of this Agreement and any applicable Task Order, does not and will not breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any consent under, or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of, any agreement affecting Contractor's ability and power to perform hereunder. Contractor has all the authority and power necessary to execute, deliver and perform this Agreement without the need to obtain the consent of any person or entity, or if required it has been obtained and documented.

4.2 Quality of Services. Contractor represents, warrants and covenants to PREPA that the Services performed hereunder shall (i) be of professional quality, consistent with generally accepted industry standards and expectations for work of a similar nature, (ii) comply with all specifications and any other written documentation agreed upon by the Parties and (iii) be performed in accordance with applicable law, including but not limited to the Endangered Species Act of 1973, as amended, and each Task Order. In the event the Services provided by Contractor breach the foregoing warranty, Contractor shall promptly reperform such Services in breach of said warranty, at no additional cost to PREPA or, failing such reperformance, refund to PREPA all amounts paid by PREPA for such Services.

4.3 Outages and Damages to Third Parties. If, in the provision of the Services, Contractor causes an outage, Contractor shall reimburse PREPA for any reasonable expenses directly related to PREPA's correction of such outage. For the avoidance of doubt, third party losses related to such outages shall not be deemed PREPA expenses. If, in the provision of the Services, Contractor causes any damage to the property of third parties or to their persons, Contractor shall be solely liable for any repairs and/or monetary damages payable to such third party.

5. Ownership of Intellectual Property. PREPA has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by PREPA, its employees or agents (other than Contractor) ("PREPA IP"), including without limitation PREPA IP developed and/or owned prior to the Effective Date and intellectual property developed by PREPA, its employees or agents during or after the Term independently of this Agreement.

Contractor shall not have or obtain any right, title or interest in or to any PREPA IP. The Services provided by Contractor hereunder shall be deemed "work made for hire" in PREPA's favor. Other than such "work made for hire" in PREPA's favor that may be hired under this Agreement, Contractor has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by Contractor, its employees or agents prior to the Effective Date and intellectual property developed by Contractor, its employees or agents, during or after the Term, independently of the works made for hire for PREPA under this Agreement ("Contractor IP").

6. Confidential Information.

6.1 Confidential Information. Contractor acknowledges that during the Term of this Agreement, it may develop or be exposed to Confidential Information of PREPA or LUMA. Contractor agrees at all times during the Term of this Agreement and thereafter, to hold in strictest confidence, and not to use, or to disclose to any person, firm, corporation or other entity, without written authorization of PREPA, any Confidential Information. As used herein, "Confidential Information" means (i) with respect to LUMA: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, and marked or identified as confidential, and whether or not disclosed or learned prior to the execution of this Agreement), disclosed to Contractor or its personnel by or on behalf of LUMA or any of LUMA's affiliates, or learned by Contractor or its personnel during the course of performing the Services, including all offers, maps, reports, assay or other statistical, geological, or geophysical data, technical data, financial, operating, or other information, in each case related to the business, operations, assets, or affairs of LUMA or any of LUMA's affiliates, or confidential information of third parties to whom LUMA or any of LUMA's affiliates owes an obligation of confidence, to the extent notice of such obligation is given to Contractor, and any derivatives of any such information; and (ii) with respect to PREPA: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential and whether or not disclosed or learned prior to the execution of this Agreement) disclosed to Contractor or its personnel by or on behalf of PREPA, or learned by Contractor or its personnel in the course of performing the Services, deemed information that if disclosed would pose a threat to public security and/or safety, or any other information considered PREPA's privileged or confidential information pursuant to applicable Law.

6.2 Return of Confidential Information. Contractor shall retain Confidential Information related to a Task Order only for so long as directed by LUMA or PREPA. Upon completion of such Services, Contractor shall turn over to PREPA (and will not keep in its possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by or otherwise belonging to PREPA or LUMA except as may be necessary to comply with any contract requirement or resolve any contract dispute. PREPA shall likewise return any Contractor information marked as "Protected" once the performance of the Task Order is complete. All derivative materials, including notes, memoranda, analysis and other internal documents developed using or in connection with the Confidential Information, and copies thereof developed in connection with the Services shall be considered Confidential Information and subject to the obligations of this article.

7. Conflict of InterestThe Contractor certifies that:

A. none of its representatives under this Agreement are employed by or receive payment or compensation for such employment from any governmental agency, body, public corporation, or municipality of Puerto Rico;

B. no Puerto Rico government, PREPA or LUMA employee has any personal or economic interest in this Agreement;

C. it may have service contracts with other governmental agencies, bodies, public corporations, or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for the Contractor, with PREPA or LUMA, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

D. at the time of execution of this Agreement, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest for the Contractor, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

E. it had no involvement in preparing the specifications or work statements contemplated under this Agreement;

F. it did not, prior to submitting a proposal, have access to another competitor's proprietary information that was obtained from a Puerto Rico government official, PREPA or LUMA without proper authorization; and

G. it did not, prior to submitting a proposal, have access to source selection information (i.e., information prepared for use by PREPA or LUMA for the purpose of evaluating a bids or proposals to enter into an agreement, if that information was not previously made available to the public or disclosed publicly) that is relevant to the Agreement but was not available to all competitors, and such information would assist that contractor in obtaining the contract.

(ii) The Contractor acknowledges that it has a duty of ethical behavior towards PREPA. Such duty includes that Contractor shall not have interests that conflict with PREPA's interests in this Agreement or the Services pursuant to this Agreement. Those conflicting interests include the following (which are illustrative and not exhaustive):

A. the representation of clients which have, or may have, interests opposed to those of PREPA in relation to the Services (if applicable based on the type of Services by Contractor);

B. when Contractor's conduct is described as such in the canons of ethics that may be applicable to the Contractor and its personnel or in the laws or regulations applicable to Contractor and its personnel assigned to the Services;

C. when the Contractor, persons that control Contractor, or Contractor's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to PREPA or LUMA or an employee, officer, director or agent of PREPA or LUMA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

(iii) The Contractor agrees to reasonably avoid even the appearance of an improper conflict of interest.

(iv) The Contractor shall have the continuous obligation to promptly disclose to PREPA if any relationship with third parties could represent a conflict of interest with PREPA in connection with the Agreement or the Services. In such case, and in the cases where PREPA or LUMA discovers the existence of such conflicting situation, the Contractor agrees that PREPA shall have the authority to determine, and inform the Contractor in writing, of PREPA's intention to terminate this Agreement within a thirty (30) day period of becoming aware of the conflicting situation. During said period, the Contractor may request a meeting with PREPA to present its position regarding the alleged conflict of interest, which meeting shall be promptly granted. In the event the Contractor does not request such a meeting during the aforementioned thirty (30) day period, or the

controversy is not satisfactorily settled during the referenced meeting, PREPA shall make a determination whether to terminate the Agreement.

(v) In the event that persons that control the Contractor, or any Contractor employee, director, or officer violates the provisions of this Section 7 and such actions are not cured or by their nature cannot be cured, it shall constitute a breach of this Agreement.

8. Non-Solicitation. To the extent consistent with any laws or regulations applicable to this Contract, during the Term of this Agreement and for a period of two (2) years thereafter, Contractor shall not, either directly or indirectly, (a) solicit, induce, recruit or encourage any of PREPA's or LUMA's employees to terminate his or her relationship with PREPA or LUMA (as the case may be), nor (b) hire or take away (or attempt to hire or take away) any such employee, either for Contractor or for any other person or entity. As used herein, "employee" shall include any person that was an employee of PREPA or LUMA at any time during the six (6)-month period immediately prior to the date on which such solicitation or hiring takes place. The foregoing non-solicitation covenants shall not apply (1) to a party's public posting or notification of open positions, or (2) to a party's hiring of any employee or agent of the other party as a result of such public postings or notifications.

9. Non-Disparagement. Contractor shall not disparage PREPA or LUMA, or its services, products or other applications, or business.

10. Remedies for Breach of Sections 6, 8 and 9.

10.1 Equitable Remedies. Contractor agrees that violation of the provisions of Section 6, Section 8 and/or Section 9 may cause immediate and irreparable harm to LUMA and/or PREPA for which money damages may not constitute an adequate remedy at law. Therefore, Contractor agrees that, in the event it breaches or threatens to breach said provisions or covenants, PREPA and LUMA (for itself and/or on behalf of PREPA) shall have the right to seek, in any court of competent jurisdiction, an injunction to restrain said breach or threatened breach, without posting any bond or other security.

10.2 Miscellaneous. Should it become necessary for PREPA and/or LUMA to file suit to enforce the covenants contained herein, PREPA and/or LUMA shall be entitled to recover, in addition to all other damages provided for herein, the costs incurred in prosecuting said suit, including reasonable attorneys' fees if it substantially succeeds in any such litigation. In the event that a court of competent jurisdiction shall determine that one or more of the provisions of Sections 6, Section 8 and/or Section 9 are so broad as to be unenforceable, then such provision shall be deemed to be reduced in scope or length, as the case may be, to the extent required to make such Sections enforceable. Contractor acknowledges and agrees that the provisions of Section 8 and/or Section 9 are reasonably designed to protect the valuable interests of PREPA and LUMA and are reasonable with respect to duration, geographical area and scope. These obligations are mutual and apply equally to Contractor.

11. Relationship of the Parties.

11.1 Independent Contractor. Contractor agrees that this Agreement does not create an agent, representative or employer-employee relationship between the Contractor and PREPA or LUMA, and Contractor agrees not to hold itself out as an agent, representative or employee of PREPA or LUMA. Contractor also agrees that all services hereunder will be rendered by Contractor as an independent contractor. Contractor does not and shall not have any right or authority whatsoever to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of PREPA or LUMA or to bind PREPA or LUMA in any manner. The Services contracted for hereunder and under any Task Order

shall be on a non-exclusive basis, and PREPA shall be free to contract with one or more other persons for the performance of the same or similar services, or to perform such services directly.

11.2 Employee Benefits. Neither Contractor nor any persons designated by the Contractor to perform the Services shall be eligible to participate in any employee benefit programs and the like of PREPA or LUMA. Accordingly, Contractor acknowledges that no state worker's compensation, unemployment compensation, or disability laws are intended to apply to the services provided by Contractor as an independent contractor, and Contractor acknowledges that it shall be responsible for, and comply with applicable federal, state, and local income or payroll tax requirements.

12. Term and Termination; Suspension.

12.1 Term. Unless earlier terminated as set forth herein, the period during which the Parties may enter into new Task Orders under this Agreement shall commence on the date PREPA issues the Term Commencement Notice and shall continue for an initial period of twelve (12) months (the "Initial Period"). The Agreement may be extended for two additional terms of twelve (12) months (each an "Additional Period" and together with the Initial Period, the "Term"). The Initial Period and first Additional Period shall be extended unless, at least one hundred eighty (180) days prior to their respective expiration dates, either party gives the other party written notice of its intent not to extend. The extension of the Initial Period and the first Additional Period shall be documented in a written amendment signed by the Parties no later than the day before the expiration date. For the avoidance of doubt, no Task Order shall extend, or be issued, beyond the expiration of the Term or termination of this Agreement.

12.2 Termination for Convenience. PREPA may terminate this Agreement and any or all Task Orders (unless a different period is set forth in any Task Order), for any or no reason, by delivering thirty (30) days' prior written notice to Contractor. Any such termination shall be effective at the end of the calendar month in which such thirty (30) day period expires. Upon termination under this clause, the Contractor shall be paid for deliverables accepted by PREPA in accordance with the terms of this Agreement and any reasonable costs that cannot be avoided and are approved pursuant to a termination settlement proposal, as described herein below.

(a) All termination costs claimed by the Contractor must be adequately supported in a termination settlement proposal which the Contractor shall submit to PREPA within thirty (30) days of the effective date of the termination for convenience.

(b) These termination costs, as agreed in the termination settlement proposal, will be treated as reimbursable costs. These costs must be supported by, at a minimum, copies of invoices, proof of payment of invoices and prior written approval from PREPA, at no mark up or benefit to Contractor or its related parties. PREPA will validate the termination settlement proposal and supporting documentation with its internal resources and approve accordingly.

(c) PREPA shall have thirty (30) days from receipt of the termination settlement proposal to approve or reject, in whole or in part, the termination settlement proposal.

12.3 Termination for Cause. PREPA may terminate this Agreement, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of this Agreement's terms and conditions, or fails to provide PREPA, upon request, with adequate assurance of future performance. Prior to termination for cause, PREPA will provide Contractor a ten (10) day notice (prior to termination) and a reasonable opportunity to cure any default, noncompliance, or failure to provide adequate assurances; provided, however, PREPA may terminate immediately without notice if required by applicable law or this Agreement. In the event of a termination for cause,

PREPA shall not be liable to the Contractor for any number of products, supplies, items or services not accepted, and the Contractor shall be liable to PREPA for any and all rights and remedies provided by law.

12.4 Cooperation. If PREPA terminates or suspends this Agreement or any Task Order, Contractor will assist PREPA in the orderly termination or suspension of the Services, including timely transfer of the Services to another provider designated by PREPA; provided, however, that PREPA will reimburse Contractor for the actual reasonable and agreed costs of rendering such assistance.

13. Insurance. Contractor, at its sole cost and expense, shall at all pertinent times during the Term of this Agreement possess the insurance coverages and bonding requirements set forth in Exhibit F, and/or such other coverages as may be specified in any Task Order.

14. Indemnification; Limitations on Liability.

14.1 Indemnification for Certain Claims. Contractor (in such capacity, the "Indemnifying Party") will defend PREPA and its clients, customers, affiliates, and their respective directors, officers, employees and agents (each, an "Indemnified Party"), from and against any threatened or actual third-party suit, proceeding, claim or demand of any nature against an Indemnified Party in which it is alleged that (a) any Services or materials provided pursuant to this Agreement by the Indemnifying Party infringes any patent, copyright, trade secret or other intellectual property right of a third party or (b) negligence or willful misconduct on the part of the Indemnifying Party or its employees or agents has resulted in bodily injury to any person or damage to any tangible property (each of (a) and (b), a "Third-Party Claim"). In addition, the Indemnifying Party will indemnify and hold harmless the Indemnified Party from and against any and all damages, costs and other amounts (including, without limitation, reasonable attorneys' fees) suffered or incurred by it in connection with (a) the adjudication or settlement of any Third-Party Claim, provided that the Indemnified Party gives the Indemnifying Party prompt notice of such action or proceeding, the Indemnifying Party has control over the defense or settlement of the claim or proceeding and the Indemnified Party cooperates with the Indemnifying Party in the defense of such claim or proceeding; or (b) any material breach by the Indemnifying Party of this Agreement or any Task Order.

14.2 Limitations on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL FEES PAID BY PREPA TO CONTRACTOR UNDER THE TASK ORDER THAT GAVE RISE TO SUCH CLAIM OR ANY OTHER AMOUNTS OTHERWISE DUE BUT UNPAID UNDER THE CONTRACT; PROVIDED, HOWEVER, SUCH LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE TO CONTRACTOR IN CASE OF ANY DAMAGES RELATING TO, OR RESULTING FROM FRAUD, NON-COMPLIANCE WITH APPLICABLE LAW, INCLUDING ENVIRONMENTAL LAWS, OR AS SET FORTH IN SECTION 4.3 OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION 14.2 WILL SURVIVE AND APPLY EVEN IF

ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15. Dispute Resolution. If a dispute arises out of this Agreement or any Task Order, the Parties shall attempt to resolve the dispute first through direct discussion. If the dispute cannot be settled through direct discussion, then, except for the enforcement of remedies provided in Section 10, any such dispute shall be determined by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Such arbitration shall be conducted in San Juan, Puerto Rico in the English language. The judgment of the arbitrators shall be final and binding on the Parties, and judgment upon the award rendered by the arbitrators may be entered and enforced by any court of the United States or any state thereof having jurisdiction.

16. Miscellaneous.

16.1 OMA acknowledgement; Assignment. By executing this Agreement, Contractor acknowledges and agrees that it has reviewed the OMA located at: https://aafaf.pr.gov/p3/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf pursuant to which LUMA has agreed to provide certain services to PREPA and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges and agrees that all warranties and other rights related the T&D System (as defined in the OMA), including contracts such as this Agreement, shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA. Contractor may not assign this Agreement without the prior written consent of PREPA.

16.2 Compliance with Applicable Law. Contractor represents, warrants and covenants as to the matters specified in Exhibit E – Government Contracting Requirements, which are requirements that PREPA is obliged by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).

16.3 Compliance with LUMA Policies. Contractor acknowledges and agrees that it shall abide by the LUMA Polices attached hereto as Exhibit H.

16.4 Third Party Beneficiaries. Except as set forth with respect to LUMA in this Agreement, the Parties do not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

16.5 Use of Name. Contractor shall not use the name, logo, trademarks or trade names of PREPA or LUMA in any publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts, whether written or oral, without obtaining PREPA's/LUMA's prior written consent, which consent shall be given at PREPA's/LUMA's sole discretion.

16.6 Governing Law. This Agreement shall be construed, interpreted, and applied in accordance with and governed by the internal laws of the Commonwealth of Puerto Rico without regard to its choice of law principles.

16.7 Notices. Any notice or other communication required or permitted by this Agreement shall be deemed to have been validly given if the same shall be mailed by registered, certified mail, postage prepaid, or electronic mail and addressed to the proper Party at the address provided below:

Puerto Rico Electric Power Authority
c/o LUMA Energy ServCo, LLC
1250 Avenida de la Constitución, 8th Floor

San Juan, PR 00907
Email: legal@lumapr.com

[redacted]
Ceres Environmental Services, Inc.
6371 Business Boulevard, Suite 100
Sarasota, FL 34240
Phone: [redacted]
Email: [redacted]

16.8 Sales and Use Tax. Contractor hereby acknowledges that pursuant to Section 4030.08 of the Code, PREPA is exempt from the payment of sales and use tax imposed by the Code and, therefore, Contractor shall not charge any sales and use tax for the Services performed under this Agreement.

16.9 Entire Agreement; Amendment. This Agreement, together with each Task Order, sets forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or contemporaneous representations, discussions, negotiations, letters, proposals, agreements, and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each Task Order may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the Parties. For the avoidance of doubt, a Task Order may not amend this Agreement.

16.10 Severability. Any portion or provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining portions or provisions of this Agreement or, to the extent permitted by law, rendering that or any other portion or provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

16.11 Waiver. Either Party's exercise or failure to exercise any right or remedy shall not preclude the exercise of that or any other right or remedy at any time. Failure by either Party to enforce its rights and remedies shall not constitute or be construed as a waiver or otherwise preclude such Party from enforcing the same, or other, rights and remedies in the future.

16.12 Counterparts. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile or by Portable Document Format ("PDF") or other electronic means and each such original, facsimile copy, PDF, or other electronic document when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

16.13 Headings. Any headings preceding any of the Sections hereof are inserted solely for convenience of reference, shall not constitute a part of the Agreement and shall not otherwise affect the meanings, content, effect or construction of this Agreement.

16.14 Time is of the Essence. Time is of the essences with respect to the performance of this Agreement and each subsequent Task Order or Change Order.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed by their duly authorized representative as of the Effective Date.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC

By: [redacted]
Name:
Title:

By:
Name:
Title:

05/06/24

CERES ENVIRONMENTAL SERVICES, INC.

EIN: [redacted]

By: [redacted]
Name:
Title: Corporate Secretary

EXHIBIT A

Scope of Work

The Scope of Work under this Agreement includes the following list. All Services shall be provided in accordance with all local, state, federal laws, regulations, executive orders, policies, procedures and directives.

- **Definitions:**
  - **Compatible Species –** Compatible Species are those that are congruent with the intended use of the site, and include small trees, shrubs and herbaceous vegetation that will never grow into conflict with overhead conductors.
  - **Clearing** – Includes the following activities (not all activities will be required for every Task Order):
    - Tree Removal: Qualified line clearance crews work at ground level or on aerial platforms to remove the portion of the tree that is above ground, leaving the stump in place. The stump is then treated with an herbicide to permanently eliminate the tree from the site.
    - Severing of Vines: Vines will be severed at the base with a 1 to 2 foot airgap created between the root system and the portion of the vine climbing on the structure. The stumps of vines that have been removed are typically treated with an herbicide to permanently eliminate them. Vines are severed and treated by qualified personnel working at ground level. The upper portion of the vine remains attached and is not removed.
    - Manual Cutting: Manual cutting typically involves the removal of small diameter Incompatible Species. Freshly cut stumps are treated with an herbicide to permanently eliminate the tree from the site.
    - Mechanical Mastication: Mastication work involves heavy clearing of trees using heavy equipment fitted with a variety of cutting heads capable or reducing standing trees to woody debris.
    - Use of Herbicides: While physically removing Incompatible Species addresses the immediate risk, cut vegetation will re-sprout and grow vigorously. Application of an herbicide eliminates the plant by killing the root system. Cut stump applications involve treating the cut face of the stump, remaining bark to ground line and the surface of any exposed roots.
    - Tree Pruning: Qualified personnel work from an aerial platform or while climbing within a crown of trees to prune the tree. All pruning work wounds the tree. Done poorly, pruning can result in an exaggerated regrowth response by adversely altering tree architecture and increasing exposure to decay organisms that can weaken the tree. These adverse consequences increase the likelihood of tree-initiated faults causing system interruptions and customer outages. Proper arboriculture techniques will be utilized.
  - **Debris Management** – Removal and disposal of debris in accordance with LUMA's "Debris Management Plan"
  - **Right of Way –** Is a real right that is established over the strips of portions of land where PREPA's facilities are located or will be located, such as: lines, poles, towers, equipment and accessories. These strips or portions of land are subject to the restrictions imposed in Regulation 7282, the Puerto Rico Civil Code and particular restrictions imposed at the time of acquisition. Rights-of-Way are established so that PREPA or its authorized representative has reasonable access to the electrical facilities of the Transmission and

Distribution System to, among other things, maintain, repair, improve, operate, and expand its facilities.

- **Incompatible Species –** Incompatible Species are those that are not congruent with the intended use of the site and include tall growing trees and other plant forms (e.g., bamboo and palms) with the potential to conflict with overhead conductors.
- **Hazard Tree –** Is defined as any vegetation materials that have been designated by a certified or licensed arborist or forester to be dead; likely to die or fail; or in a position that, under geographical or atmospheric conditions, could cause the vegetation to fall, sway, or grow into the powerline; and is likely to cause substantial damage to the powerline, disrupt powerline service; or come within the clearance distance defined for the voltage of the powerline.

- **Assessments – Prior to performing any field vegetation Clearing for each Task Order (Task Orders may also be called Work Order Packages or "WOPs"):**

  - Receive Task Order from PREPA's representative.
  - Obtain verification of the legal dimensions of the Right-of-Way or dimensions of the legal boundaries of the site property from PREPA's representative.
  - Obtain report from PREPA's environmental representative of any environmental sensitivities to be aware of in performing the work and any specific environmental mitigation measures required, if any.
  - Verify the exact mileage or acreage of the work area included in the Task Order.
  - Determine if there are any existing access roads or if any new access roads are needed to access the facilities and perform the Services. Identify a location for any new access roads that minimizes costs and impacts to the environment and stakeholders.
  - Determine if there are any Hazard Trees growing outside of the Right-of-Way and document location and provide pictures to PREPA or PREPA's representative for review.
  - Work with PREPA representatives to obtain any legal rights necessary to access existing access roads or to clear new access roads.
  - Perform a field review of the facilities included in the Task Order and document the Services to be performed in writing, including an identification of any Services requiring an outage.
  - Identify and obtain any permits necessary for performing the Services.
  - Provide a detailed, written assessment of the Services; the list of permits to be obtained; information on any access roads required, and the written environmental report to PREPA or PREPA's representative for review.
  - Perform a site visit with PREPA's representative to review the assessment.
  - Obtain final approval from PREPA to proceed with the Services identified in the assessment.
  - Document current conditions of the work area prior to performing the Services. Documentation includes photographs of conditions and identification of any differences in facility locations between what is in the Task Order/WOP and what is found in the field.
  - Provide written notification of all stakeholders/landowners who will be impacted by the Services with advance notification of when the Services will begin and end and the expected impact.
  - Make all necessary arrangements for traffic control, if needed.
  - Arrange for all necessary outages. In some cases, it may be necessary to perform all non-outage Services first and return to the work location later to perform Services requiring an outage. Such determinations will be made in discussions with PREPA and documented.

- **Execution of the Work – Transmission Lines Vegetation Clearing**:

- Scope includes all 38kV, 115kV and 230kV lines
- PREPA estimates there are approximately 2,500 miles of transmission lines. This scope of work will include all or a portion of these facilities.
    - Work inside the Right-of-Way
        - Clear all Incompatible Species from the full width of the Right of Way. Whenever possible, Incompatible Species should be removed from the Right of Way to prevent future interference with the operation of the facilities. Any determinations not to remove Incompatible Species will be made in discussions with PREPA and documented in the written assessment.
        - Compatible species will be cleared consistent with the clearance distances to be provided by PREPA for each voltage level prior to the start of work.
    - Work outside the Right of Way
        - Perform tree pruning of species outside the Right of Way according to the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
        - Identify Hazard Trees growing outside the Right of Way and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Distribution Lines Vegetation Clearing**:

    - Scope includes all feeders, laterals, primary and secondary conductors
    - PREPA estimates there are approximately 13,000 miles of primary voltage distribution and 12,000 miles of secondary voltage distribution. This scope of work will include all or a portion of these facilities.
        - Work inside the Right-of-Way
            - Clear all Incompatible Species from the full width of the Right of Way. Whenever possible, Incompatible Species should be removed from the Right of Way to prevent future interference with the operation of the facilities. Any determinations not to remove Incompatible Species will be made in discussions with PREPA and documented in the written assessment.
            - Compatible species will be cleared consistent with the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
        - Work outside the Right of Way
            - Perform tree pruning of species outside the Right of Way according to the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
            - Identify Hazard Trees growing outside the Right of Way and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Substation and Telecommunications Sites Vegetation Clearing**:

    - Scope includes all substation sites (which can include multiple substations/telecommunications facilities within a common fenced area) and all telecommunication sites outside substations.

- There are approximately 310 substation and telecommunications sites. This scope of work will include all or a portion of these facilities.
    - Work inside the site fence
        - Remove all vegetation (Incompatible Species and Compatible Species) from inside the site fence followed by use of herbicides to achieve bare ground.
    - Work outside the site fence
        - Remove all vegetation within a perimeter outside the fence, as defined by PREPA prior to the start of Services, but not beyond the legal boundary of the property, and follow with use of herbicides to achieve bare ground.
        - Identify Hazard Trees growing outside the perimeter or legal boundary of the property, as determined by PREPA, and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Access Roads Vegetation Clearing:**

    - Scope includes any access roads identified during the assessment and agreed to in writing by PREPA's representative. It is anticipated that most Task Orders will not require access roads.
    - Remove all vegetation (Incompatible Species and Compatible Species) from the legal boundary of the access road followed by use of herbicides to achieve bare ground.

- **Inspections:**

    - Upon completion of the work in each Task Order, notify PREPA's representative in writing the Services have been completed and are ready for inspection within 3 days of Service completion.
    - Meet PREPA's representative in the field for the inspection.
    - Receive the written inspection report from PREPA's representative. Discuss the timeframe for resolving any non-conforming work and/or action items and document the timeframe agreed to.
    - Perform all activities required to complete the documented non-conformances and action items, and repeat the inspection process.
    - Once all Services are accepted by PREPA's representative, obtain the acceptance in writing.
    - Obtain all required close-out documentation, including photographs of the completed work.
    - Submit all close-out documentation for each Task Order within 30 days after receiving the writing acceptance of the work.
    - PREPA is required to report weekly on miles and/or acres of Clearing work completed. Within 4 business days after the final acceptance of a Task Order, Contractor shall submit the filled-out "Completed Work Package Form", in the digital format required by PREPA, to support PREPA's reporting.

- **General Work Considerations:**

    - Private Property
        - Engage and inform all landowners according to PREPA requirements and always with respect.
        - Notify PREPA's representatives of any customer/landowner/tenant objections or refusals immediately (within 24 hours at a minimum).
        - Contractor is responsible for contacting customer/landowners to gain access to PREPA facilities.

- Contractor may be required to obtain a written release from each owner or tenant whose property has been utilized. The release shall state the property has been restored to a condition satisfactory to property owner or tenant.
- Prior to any vegetation work on private property, the contractor shall inform the owner or tenant of required clearances and explain prescribed work necessary to comply.

- **Debris Management**:

  - All debris management must comply with FEMA guidelines and with LUMA's Debris Management Plan. The Debris Management Plan is currently in draft format pending filing with the Puerto Rico Energy Bureau ("PREB"). Contractor acknowledges that it has received and reviewed a copy of the draft Debris Management Plan. PREPA shall provide Contractor with a copy of the final form Debris Management Plan once filed with the PREB.
  - All debris removal requires documentation stating date, type of debris, weight of discarded debris and must be discarded at FEMA-approved refuse location.
  - Failure to provide documentation and follow debris removal protocol is considered violation of this Agreement.

- **Safety/EHP:**

  - Provide safety personnel to conduct and report on safety protocol adherence.
  - Ensure all vegetation Clearing activities are observing industry and LUMA standards in regards to PPE, traffic safety, equipment safety, procedural safety and community safety.
  - Hold daily tailboards to instruct, coach, educate and inform all personnel engaged in vegetation Clearing activities to ensure maximum awareness to safe vegetation Clearing practices and environmental alertness.
  - If the daily task changes during the day, hold another tailboard session with all personnel prior to commencing the Services.
  - Produce and provide daily reports to PREPA, for review.
  - Inspect and ensure all biological and environmental regulations are being conducted, performed and exercised in accordance with FEMA guidelines, best management practice (BMP), and LUMA guidelines ("Environmental Guidelines") The Environmental Guidelines are currently in draft format pending filing with the PREB. Contractor acknowledges that it has received and reviewed a copy of the draft Environmental Guidelines. PREPA shall provide Contractor with a copy of the final form Environmental Guidelines once filed with the PREB.

- **Administrative:**

• Support services including but not limited to; reporting, project management, resource planning, engagement meetings, progress monitoring, site visits, aerial inspections and overall contract administration duties.

- PREPA intends to manage the work using a work management tool that has not yet been defined. Contractor will participate in the necessary activities to support deployment of the tool, including training of personnel, acquiring field devices (such as tablets), and providing data/information to PREPA's representative as requested.

- **Augmented Vegetation Clearing Activities for Storm Response:**

  - Augmented vegetation management activities for response to a declared event will consist of removal of hazardous trees and limbs from facilities, power lines, and poles among other PREPA assets and gaining access to the facilities and fallen trees and limbs blocking the facility.

  - Supplemental vegetation Clearing which may entail completing work activities associated with a response such as a Right of Way vegetation Clearing and reconstruction access.

  - Physical control methods – "mowing" and light "mastication" equipment.

  - Physical control methods – "logging" and heavy "mastication" equipment.

  - Mechanized tree and brush cutting equipment (e.g., jarraf).

  - Site access and temporary access road building

  - Aerial saws

- **Identification of Transmission and Distribution Equipment Defects/Damage on inspection of hazardous vegetation and work to be completed:**

  - During emergency vegetation Clearing operations, Contractor shall look for and report obvious abnormal conditions defects, and damage related to electric infrastructure.
  - The Contractor shall record and report the location and nature of electrical line and equipment defects observed (e.g., cracked insulators. Broken or rotten crossings, rotten poles. Leaking transformers. Etc.) to the designated PREPA representative as soon as practicable.
  - The Contractor or their workers will NOT make or attempt to make any repairs or corrections to any electric infrastructure abnormal conditions observed.

- **Traffic Control / Flagging:**

  - Contractor shall coordinate with any PREPA traffic control contractor, or as otherwise directed by PREPA, when performing the Services.

- **Permits:**

  - Contractor shall obtain and pay for all permits required for the performance of the Services which are usual and necessary for Contractor's performance of the Services. Contractor shall give all necessary notices and pay all fees required by law relating to the Services.
  - Contractor shall provide PREPA with copies of all permits Contractor is required to obtain.
  - Contractor agrees that it shall observe and comply with any and all terms and conditions imposed upon it by any permit which relates to the Services.

- **General Considerations**

In performing the Services, the Contractor shall:

- Prior to commencement of any work, in conformance with ANSI Zl33 and OSHA 1910.269, the Contractor shall perform a job briefing with all workers by the qualified arborist in charge. An additional job briefing will be conducted by the Contractor if a significant change in the work or site conditions (e.g., wind strength, rain) occurs. The qualified arborist in charge shall ensure workers understand and can conform to the proper use of equipment at the job site and recognize safe work practices.
- In conformance with ANSI 2133, Section 3.2 and OSHA 1910.38, Contractor shall document an Emergency Action Plan that will be maintained at the workplace and available for Contractor workers to review. Contractor workers shall be trained and competent at conducting their job as it applies to the emergency action plan.
- The Contractor shall ensure tools and equipment are appropriate for the tasks and working conditions and maintained and used in conformance with the manufacturer's recommendations.
- The location of equipment assigned to the Contractor for supervising or producing vegetation clearing work will be available to PREPA in an automated, near real time format.
- The Contractor recognizes its workers play a critical role in promoting positive customer relations. Contractors' workers shall uphold courteous and professionalism when interacting with the public, and will adhere to the following guidelines:
    - Be prepared to correctly address questions, concerns, and misconceptions about vegetation clearing.
    - Listen to customer questions or concerns and attempt to inform about the importance of the work.
    - If performance of services is significantly affected by such public interactions, refer the customer to the supervisor and move on to the next job.
    - If workers cannot provide an adequate answer, the question will be referred to their supervisor. The supervisor should then respond to the customer in a prompt and courteous manner to resolve the concern.
- Contractor workers shall present themselves, Contractor, PREPA and LUMA in a professional image. Clothing shall be neat, and in good repair, free from holes suited to the work performed and appropriate to the working environment. Shirts and/or vests identifying workers will be worn during working hours. This includes. But is not limited to:
    - Long trousers
    - Work boots with ankle support and grip soles
    - Long or short-sleeved shirt

    - All personal protective equipment (PPE) as appropriate for work conditions
    - Hi-visibility shirt or vest.
    - LUMA approved identification (ID badge or other)
- The Contractor shall conduct regular quality control inspections and assessments as follows:
    - Contractor supervisors shall perform ongoing quality control assessments of work produced by workers to confirm work produced is in conformance. These assessments will be performed more frequently if unsatisfactory performance has been identified by PREPA or Contractor.
    - Contractor shall complete quality control on a project prior to submitting or reporting a project or a portion of a project is complete and ready for PREPA acceptance inspection.
    - Contractor shall include record of quality control performed in documentation submitted to PREPA as part of the project acceptance process.
- Vegetation Trimming, Treating, Clearing, Removal and Disposal:
    - Contractor shall engage and provide vegetation clearing services in accordance to all local, state, federal laws, regulations, executive orders, policies, procedures and directives.
        - Comply with ANSI A300 & Z133 Standards

- Contractor shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "LUMA Disaster Debris Service Contractor and the DDMC's name".
- Contractor will work closely with DMCC to ensure that the data documentation for Eligible Debris meet the requirements of FEMA and shall provide to PREPA all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and state reimbursement applications.
- Contractor shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets forty-eight (48) hours.
- Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material

EXHIBIT B

FORM OF TASK ORDER

WHEREAS, PREPA and Ceres Environmental Services, Inc. (the "Contractor") are Parties to the Master Services Agreement [Contract number] dated as of [Effective Date] ("Agreement"), including all Exhibits and amendments to the Agreement; and

WHEREAS, PREPA has a need for Contractor to perform the Services described below ("Services");

NOW, THEREFORE, PREPA hereby authorizes the Contractor to provide the Services under the terms and conditions set forth herein and, in the Agreement, of which this Task Order becomes a part upon execution.

Task Order Number:	
Services Requested:	
Deliverables (e.g., reports, plans, estimates):	
Compensation / Rates:	PREPA shall pay Contractor for work performed in accordance with the rates and other compensation set forth in **Exhibit D** of the Agreement.
Not-to-Exceed Ceiling (Required for hourly work):	In no event shall Contractor's compensation under this Task Order exceed _____ Dollars ($_____.___) for services and _____ Dollars ($_____.___) for approved travel and related expenses. Contractor is at risk and must bear all costs and expenses that exceed this amount for work performed under this Task Order, without compensation or reimbursement by PREPA, unless PREPA and Contractor agree in writing to an adjustment prior to Contractor performing Services that would cause the price ceiling to be exceeded.
Invoicing:	Contractor must submit regular invoices to PREPA, via its agent LUMA, consistent with the terms of the Agreement.
Start Date:	Contractor will commence work as soon as possible within [*] of signing this Task Order, unless otherwise indicated here:
Estimated End Date:	The estimated duration of work or end date is as follows: Contractor may request and PREPA may grant, at its discretion, an extension of the time to perform. Any request for an extension and denial or grant thereof must be in writing. Notwithstanding anything to the contrary in this Task Order or the Agreement, PREPA, in its sole discretion, can permit work be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting a breach or otherwise invoking applicable remedies against the Contractor.

Designated Representatives. The Parties designated their representatives for day-to-day communications and other issues in the Agreement. Those individuals will remain the Parties' Designated Representatives for this Task Order unless alternate representatives are designated below:

PREPA Designated Representative:	**Contractor Designated Representative**:
Name: _____	Name: _____
E-mail: _____	E-mail: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
_____	_____
_____	_____

Additional Requirements:	

Executed on the dates set forth below by the undersigned authorized representative of PREPA and Contractor to be effective upon signature by Contractor.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC	**CERES ENVIRONMENTAL SERVICES, INC.**
	EIN: [redacted]
Per: _____	Per: _____
[Name]	
[Title]	
Per: _____	
[Name]	
[Title]	

EXHIBIT C

HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

1. SUPPLEMENTAL SAFETY TERMS AND CONDITIONS

1.1 The Contractor shall comply with the following:

(a) The Supplemental Safety Terms and Conditions are intended to supplement and not replace the safety provisions in the Agreement. In the event of a conflict, these Supplemental Safety Terms and Conditions, the terms of these Supplemental Safety Terms and Conditions shall apply.

These Supplemental Safety Terms and Conditions shall also apply to any subcontractors that Contractor may use for the Services. **Contractor is responsible for ensuring that its subcontractors are aware of and comply with these Supplemental Safety Terms and Conditions**.

(b) The Contractor must provide proof, via written communication, that these Supplemental Safety Terms and Conditions have been reviewed with the subcontractors and acknowledged.

(c) Contractor and its subcontractors if any must comply with Electrical Hazards Regulation, such as 29 CFR Subpart S (2023) . Regulators from time to time can amend, update, or publish new requirements. Accordingly, Contractor acquires the responsibility of maintain its Safety and Health Program updated and its workers briefed accordingly.

(d) If work is to be performed near overhead lines by line-clearance tree trimmers who are qualified according to 29 C.F.R. 1910.269 (a) (2) (2023), at least two (2) employees shall be present when performing work involving the use of mechanical equipment or any other work that exposes employees to electrical hazards. 29 C.F.R. 1910.269 (l) (2) (2023).

(e) If work is to be performed near overhead lines by line-clearance tree trimmers who are qualified according to 29 C.F.R. 1910.269 (a) (2) (2023), Contractor shall ensure that employees will observe the minimum approach distances described in 29 C.F.R. 1910.269 (l) (3) (i) (2023). The Contractor shall ensure that no employee approaches or takes any conductive object closer to exposed energized parts than the established minimum approach distance unless:

(A) The employee is insulated from the energized part in accordance with the applicable OSHA standard, or
(B) The energized part is insulated from the employee and from any other conductive object at a different potential, or
(C) The employee is insulated from any other exposed conductive object in accordance with the requirements for live-line barehand work in 29 C.F.R. 1910.269 (q) (3) (2023).

(f) If work is to be performed near overhead lines by line-clearance tree trimmers who are not qualified employees:

(A) Before an employee climbs, enters, or works around any tree, a determination shall be made of the nominal voltage of electric power lines posing a hazard to employees. However, a determination of the maximum nominal voltage to which an employee will be exposed may be made instead, if all lines are considered as energized at this maximum voltage.

(B) There shall be a second line-clearance tree trimmer within normal (that is, unassisted) voice communication under any of the following conditions:
   a. If a line-clearance tree trimmer is to approach more closely than 3.05 meters (10 feet) to any conductor or electric apparatus energized at more than 750 volts or
   b. If branches or limbs being removed are closer to lines energized at more than 750 volts than the distances listed in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 (2023) or
   c. If roping is necessary to remove branches or limbs from such conductors or apparatus.

(C) Line-clearance tree trimmers shall maintain the minimum approach distances from energized conductors given in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 (2023).

(D) Branches that are contacting exposed energized conductors or equipment or that are within the distances specified in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 may be removed only through the use of insulating equipment.

(E) Ladders, platforms, and aerial devices may not be brought closer to an energized part than the distances listed in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269.

(F) Line-clearance tree trimming may not be performed when adverse weather conditions make the work hazardous in spite of the work practices in the applicable OSHA standard. Each employee performing line-clearance tree trimming in the aftermath of a storm or under similar emergency conditions shall be trained in the special hazards related to this type of work. 29 C.F.R. 1910.269 (r).

(g) Contractor will use its Health and Safety Program and forms, as approved by LUMA's safety representative. LUMA could require the implementation of a different form when needed.

(h) Contractors must:

i. ensure that workers have no direct contact with an energized conductor, such as a power line.
ii. ensure there is no indirect contact with an energized conductor, such as a tree limb or tool touching a power line.

iii. Ensure that workers are not standing close to grounding elements. Power can travel through the ground.

Contractor's failure to comply with these Supplemental Safety Terms and Conditions shall cause the Contractor to be terminated and Contractor to be removed from LUMA's Approved Bidder's List.

2. GENERAL

2.1 Contractor's safety performance will be monitored and evaluated during the project by PREPA.

2.2 Contractor shall adhere to all applicable local, state, and federal regulations and all rules and policies set forth in Contractor's own safety manual. Contractor shall immediately correct any deficiency brought to the attention of Contractor by PREPA. Repeated safety violations, severe violations, or events are cause of the Contractor to be terminated and removed from LUMA's Approved Bidder's List.

2.3 Contractor shall adhere to all written safety directives issued by PREPA and/or LUMA.

2.4 All persons who enter the site shall have completed the Operator Contractor Safety Orientation. This training shall be valid for one year and must be refreshed annually.

2.5 PREPA shall have the authority to immediately stop Services which in the opinion of PREPA, constitute a safety concern. It is the responsibility of Contractor to adequately satisfy PREPA of any remediation necessary to provide a safe and healthful workplace.

2.6 Contractor shall have qualified and competent supervision present at any site where the Services are performed at all times to direct and observe the Services. The individual(s) providing qualified and competent supervision is permitted to perform Services activities; however, these activities can not interfere with ability to direct and observe the Services.

2.7 Contractor shall appoint a qualified and competent safety representative anytime Contractor has subcontractors working onsite without Contractor present. This representative shall be onsite at all times while Services are being performed by subcontractors.

2.8 If Contractor in good faith believes that any rule or procedure set forth in these Supplemental Safety Terms and Conditions will put its employees or others at risk, Contractor shall immediately notify PREPA and shall cooperate with PREPA to develop a mutually acceptable alternative procedure.

3. CONTRACTOR SAFETY REPRESENTATIVE

3.1 Contractor shall provide a full-time on-site safety representative per forty (40) employees on each project (Contractor and its subcontractors).

3.2 The full-time on-site safety representative/s shall assist Contractor with the initiation, enforcement, maintenance, and administration of job site safety and other loss prevention programs associated with the Services.

3.3 PREPA may request Contractor to provide a full-time safety representative for Services with fewer than 40 employees if PREPA determines the nature of the Services justify additional safety oversight. A risk analysis of the project will be performed to assist in determining this requirement.

4. MONTHLY SAFETY REPORTING

4.1 Contractor must report the following:

(a) Hours worked monthly and year-to-date on Services

(b) First Aid Events monthly and year-to-date related to the Services

(c) OSHA Recordable Events monthly and year-to-date related to the Services.

The above requirements must be reported by the 4th working day of the following month.

5. EVENT REPORTING

5.1 When providing the Services, once the scene is secure, Contractor shall report all events immediately to PREPA. Following initial notification, standardized incident reports shall be completed and submitted to LUMA's HSEQ Department.

(a) An initial written report shall be submitted by 8:00 am the following day. Within 5 days, Contractor shall submit an in-depth written report.

5.2 All environmental spills must be reported immediately to PREPA as appropriate.

6. JOB HAZARD ANALYSIS

6.1 Before any Services are provided and before changing any procedures or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written report identify all potential work site risks. The JHA shall include: 1) step-by-step plan for the job to be performed, 2) risks/hazards associated with the job, and 3) control measures that Contractor will take to eliminate or control these potential risks/hazards.

6.2 Contractor's assigned supervisor/lead shall review the JHA with each crewmember prior to the start of each job and anytime the work procedure changes. Additionally, the Contractor's assigned supervisor / lead shall review the JHA with each crewmember after lunch and/or significant break in the Services. Each crewmember must sign their name verifying they understand and will adhere to the JHA.

6.4 Contractor's supervision shall conduct a JHA review with all persons who enter the work zone. This review shall include a scope of work and any hazards present at the site.

6.5 Contractor shall make its JHA reports available to PREPA upon request.

7. PERSONAL PROTECTIVE EQUIPMENT

7.1 Contractor is responsible for providing the appropriate personal protective equipment in all operations where there is exposure to hazardous conditions. Contractor shall be responsible for enforcing use of required personal protective equipment.

7.2 Contractor and subcontractor employees shall wear at a minimum the following personal protective equipment (PPE) while in any construction area:

(a) Hardhat

(b) Safety Glasses or Prescription Safety Glasses with Side Shields that meet the specifications of ANSI Z87

(c) Approved hearing protection devices in designated areas

(d) The outermost layer of clothing on the upper body must be High Visibility and Reflective

(e) Work gloves appropriate for the potential hazards of the job tasks. Note: Jersey gloves are not permitted to be worn as the only means of protection.

(f) Protective toe footwear that meet the safety-toe specifications of ASTM F2413 with a compression rating of C75 (i.e. safety toe shoes)

(g) Employees that climb structures shall wear a shoe with a defined heel.

(h) 100% Fall Protection when climbing on wooden structures.

(i) Additional PPE may be required based on the Contractor's PPE Assessment.

(j) Open-toed, open-heeled, athletic footwear and tennis shoes are prohibited.

7.3 Contractor employees shall wear fire retardant (FR) clothing **when working on or near energized equipment**, if applicable. While not all-inclusive, the following list provides examples:

(a) When working within the minimum approach distances

(b) When rubber gloves or rubber gloves and sleeves are required

(c) When performing hot-stick work

(d) When bonding or working "bare hand method"

(e) When grounding conductors or equipment

(f) When testing lines or equipment to be de-energized

(g) When performing switching operations

(h) When entering enclosed/confined spaces with energized lines or equipment

(i) When disconnecting or connecting testing meters

(j) When an employee is required to physically assist with energized work on lines or equipment where mechanical failure or human error could expose employee to a flash

(k) Additionally, an employee entering a station under the control of a Dispatch Authority shall be required to wear fire retardant clothing unless specifically exempted by PREPA.

7.4 Employees engaged in site clearing operations should be protected from hazards of irritant and toxic plants and suitably instructed in the first aid treatment available See 29 C.F.R. § 1926.604(a)(1) (2023).

7.5 All equipment used in site clearing operations should be equipped with rollover guards meeting the requirements of this subpart. In addition, rider-operated equipment should be equipped with an overhead and rear canopy guard. See 29 C.F.R. § 1926.604(a)(2) (2023).

7.6 The overhead covering on this canopy structure shall be of not less than 1⁄8-inch steel plate or 1⁄4-inch woven wire mesh with openings no greater than 1 inch, or equivalent. 29 C.F.R. § 1926.604(a)(2)(i) (2023). The opening in the rear of the canopy structure shall be covered with not less than 1⁄4-inch woven wire mesh with openings no greater than 1 inch. 29 C.F.R. § 1926.604(a)(2)(ii) (2023).

7.7 Workers can be exposed to crystalline silica when cutting, chipping, or drilling stone, brick, asphalt, or concrete products, and when contacting silica dust, which can come from these materials, dirt, or sand. Contractors are required to be familiar and comply with all applicable OSHA standards relating to the management of crystalline silica. Know that the federal respirable-crystalline-silica exposure limit is 50 micrograms per cubic meter of air, averaging over an 8-hour shift..

7.8 Contractor is required to: use engineering controls (such as water or ventilation) to help keep worker exposure to respirable crystalline silica at a permissible level; provide appropriate respirators when engineering controls cannot adequately limit exposure; limit worker access to high-exposure areas; develop a written exposure-control plan; offer medical exams to highly exposed workers; and train workers on silica risks and how to limit exposures.

7.9 Provide workers with wet-cutting saws/systems or vacuum-dust-collection systems when they cut masonry products. These are typically the most effective engineering controls in landscape applications.

7.10 Post warning signs around worksites where crystalline silica dust may be suspended in the air and provide appropriate respirators for any workers who might be exposed.

7.11 Ensure crew members wear gloves during almost all tasks. Require use of appropriate gloves for chemical, abrasion, burn and vibration hazards. Tight-fitting gloves without gauntlets are recommended when working with augers, woodchippers and other rotating equipment.

7.12 Require sturdy work boots for all landscaping tasks. Work shoes must meet ASTM-F2414 and F2413-05 and should protect from: falling objects, chemicals, and punctures.

8. SUBSTATION/SWITCHYARDS

8.1 Contractor shall have all employees in a supervisory role qualified to enter an energized substation. This training is commonly referred to as Station Entry Training. Supervisory employees shall be trained and competent in the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills, and techniques necessary to determine the nominal voltage of exposed live parts, and the minimum approach distances corresponding to the voltage to which the qualified employee will be exposed. A record of this training must be maintained by Contractor and made available to PREPA upon request.

8.2 Employees not OSHA station entry qualified shall be under direct supervision of a qualified supervisor. In this case, if the supervisory employee leaves an electrical station site where Services are being performed, all employees must leave the site as well.

8.3 All substation gates shall remain closed and locked at all times unless under direct observation by an attendant.

8.4 Upon entry/exit of a substation, Contractor shall notify the appropriate Dispatch Authority.

8.5 Excavation Inside Energized Stations – Approval shall be attained prior to using mechanical devices to perform excavation inside an energized substation. Excavations shall be barricaded at the end of each shift.

9. FIREARMS, ALCOHOL, AND DRUGS

9.1 Firearms, alcohol, illegal drugs (marijuana, cocaine, etc…) or drugs taken for non-medicinal purposes are prohibited on all PREPA controlled sites.

9.2 Contractor shall be responsible for its and its subcontractor employees who are under the care of a physician and are taking prescribed medicine, which may alter the employee's physical or mental ability. Contractor shall determine the necessity to change and adjust accordingly the employee's job assignment while undergoing treatment.

9.3 If firearms or suspected illegal drugs are discovered on any PREPA worksite, the following guidelines should be followed by whoever discovers the firearms or suspected illegal drugs:

(a) First, if possible, without putting themselves or others in harm's way, attempt to secure the location and ensure that others cannot come in contact with the firearms or suspected illegal drugs. Do not handle or move firearms or suspected illegal drugs from their discovered location.

(b) Second, immediately contact PREPA and together make a decision whether or not the situation requires a call to the local law enforcement authorities. Immediately call the local law enforcement authorities and report the discovered items if (a) a PREPA representative is not available; (b) there is a threat of harm to any person; or (c) there is a risk of improper removal or disposal of the firearms or illegal drugs.

(c) Third, call local LUMA security personnel.

(d) Fourth, for incidents involving Contractor personnel, Contractor shall submit reports according to Section 4.0 Event Reporting.

10. DRUG/ALCOHOL TESTING

10.1 All Contractor and its subcontractor employees must complete and pass the following drug/alcohol testing:

(a) Pre-Employment (48 hours or less prior to first employment on a PREPA site)

(b) Post Event (within two hours) on all employees involved in any safety related event

(c) Random

(d) Reasonable suspicion

(e) If not subjected to a test listed above, Contractor and subcontractor employees must be tested a minimum of once every 12 months.

10.2 Screening substances and their associated cut-off limits. Contractor shall incur all costs associated with the drug testing identified in this section.

10.3 Contractor shall share test results with PREPA upon request to the extent allowed by applicable federal, state, or local law. If applicable, Contractor will ensure that employees, agents, subcontractors, or independent contractors and the employees of subcontractors or independent contractors sign an appropriate authorization prior to such tests being conducted, acknowledging the tests are being conducted and authorizing the information obtained to be provided to PREPA.

10.4 Contractor shall have and ensure compliance with a comprehensive substance abuse/drug and alcohol policy that complies with all applicable federal, state, and/or local statues or regulations.

11. TRAINING REQUIREMENTS

11.1 It is Contractor's responsibility to ensure their employees and subcontractors' employees are appropriately trained, qualified, and competent to perform assigned tasks and associated Services. Qualifications and training shall be documented by Contractor and available to PREPA upon request.

11.2 Contractor's and its subcontractors' Site Supervision shall have successfully completed the OSHA 30-Hour for Construction Training or the OSHA ET&D 20 and 10 Hour Training Courses. "Site Supervision" is defined as personnel with responsibility for making job site Work assignments, personnel with overall responsibility for the Work, and any person leading a crew or Work group (Foreman, Superintendent, Crew Leader, Lead Lineman, etc.). Newly appointed or hired supervision shall complete the OSHA 30-Hour for Construction Training or the OSHA ET&D 20- and 10-Hour Training Courses before assuming the supervisory position.

11.3 All Contractor and subcontractor employees who are performing Services shall have successfully completed the OSHA 10-Hour for Construction Training. New employees shall be trained within fourteen (14) calendar days of starting their first assignment.

(a) If Contractor and subcontractor employees have training that is equivalent to the OSHA 30-Hour or OSHA 10-Hour, Contractor shall submit an overview of the program and documentation of this training to PREPA. PREPA may require OSHA training in addition to such training, provided Contractor shall be responsible for the sufficiency of its training program.

11.4 Contractor shall submit its annual training plan to PREPA for review and approval.

11.5 First Aid/CPR Training – A minimum of two currently trained persons in First Aid and CPR shall be present for each crew. This is applicable to all crews except for those performing Electrical Work under 600V.

11.6 Contractor and subcontractor shall incur all costs associated with the training of their employees.

11.7 Prior to entering the site and during the term of the Agreement, Contractor shall provide to PREPA a list of all individuals (whether it's or its subcontractors' employees), which Contractor intends to use at PREPA sites. The list shall identify the individuals by their name and the last three digits of the individual's Social Security Number.

11.8 Contractor shall provide PREPA with the names and reasons for removal, when an employee is removed from a site due to lack of safety performance or not meeting the drug / alcohol testing requirements.

11.9 PREPA, in its sole discretion, may deny access to any individual who has previously been removed from a work site by PREPA or any of its affiliates for safety reasons.

11.10 Contractor may request a restricted employee to be cleared for work. A letter addressing the original safety violations or reason for suspension with any documentation supporting the request shall be sent to PREPA for approval. The employee shall not work at any of PREPA sites until approved by PREPA, which approval may be withheld at the sole discretion of PREPA.

12. JOB SITE COMPLIANCE AUDITING

12.1 If Services are greater than two weeks in duration, a Contractor safety professional shall perform and document one job site audit on each PREPA job site a minimum of once per month.

12.2 If there is a full-time safety representative assigned to the job site, daily site audits shall be performed and documented.

12.3 Contractor site supervision shall perform and document a minimum of one job site safety audit per week.

12.4 Contractor management personnel shall perform and document one job site safety audit per quarter.

12.5 Audits shall be maintained for the duration of the Services and shall be made available to PREPA upon request.

13. EMERGENCY PLANNING

13.1 All job sites must have emergency communication and an emergency response plan that has been communicated and understood by all Contractor and subcontractor employees. The plan shall include at a minimum:

(a) Emergency Contacts

(b) Location and Name of Local Emergency Services

(c) On-site communication methods

(d) Location and directions (including maps) to the nearest medical facility

(e) Procedure to follow in the event of an emergency

(f) All Contractor and subcontractor employees shall drive the route to the nearest medical facility prior to the provision of Services.

14. BILINGUAL REQUIREMENTS

14.1 At a minimum, Contractor shall provide one English speaking employee for each non-English speaking crew up to 10 crewmembers. The English-speaking crewmember(s) shall be able to communicate with all other crewmembers.

15. HAZARD COMMUNICATION

15.1 Contractor shall submit a chemical inventory prior to mobilizing onto a work site.

15.2 Material Safety Data Sheets (MSDS) shall be kept on file by Contractor and available for Contractor and subcontractor employee's and PREPA's review upon request.

16. MISCELLANEOUS

16.1 Housekeeping – All trash shall be kept in proper containers and disposed of properly.

16.2 Cable Verification – Immediately prior to cutting any control cable, Contractor personnel shall have a second person verify that it is the proper cable and that it is de-energized.

16.3 GFCI – All extension cords and electric hand tools shall be plugged into a GFCI provided by the Contractor. Contractor personnel shall not rely on the receptacles in PREPA or LUMA circuits.

16.4 Guard Structures – All hotline crossings and all road crossings shall be protected using a guard structure. Guard structures (including line equipment used as guard structures) shall be installed prior to disconnecting the conductor and shall remain in place until the conductor is clipped in.

16.5 Testing of Grounds – All grounds shall be tested in accordance with ASTM F2249 – 03 Standard Specification for In-Service Test Methods for Temporary Grounding Jumper Assemblies Used on De-Energized Electrical Power Lines and Equipment.

16.8 Traffic Control – Contractor should be directed by LUMA's authorized representative in matters related to Traffic Control. Contractor must gain understanding on operations involving roadways, and these shall comply with the Manual of Uniform Traffic Control Devices and/or local requirements.

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EXHIBIT D

Fees

Contractor will be compensated for the Services in accordance with the fees below.

			Rate Buildup - Equipment															
			RATES PER REGION															
Hourly Equipment Rates, Herbicide and Material Rates			San Juan		Bayamon		Caguas		Ponce		Arecibo		Mayaguez		Culebra		Vieques	
General Category	Sub Category	Long Description	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate
Aerial Platform	Backyard Lift (40'-50')	Backyard Lift - 4WD Carrier w/Altec AT-37-G Backyard lift and Transpor+C3:C83+C3:C30t	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00
Aerial Platform	Backyard Lift (50'-60')	Backyard Lift - SKYLIFT Mini-Arborist Super 53' Back Yard Lift (or equivalent)	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00	$68.00	$680.00
Aerial Platform	Backyard Lift (60'+)	Backyard Lift - SkyLIFT Mini-Arborist Super 61' Back yard Lift (or equivalent)	$78.20	$782.00	$78.20	$782.00	$78.20	$782.00	$78.20	$782.00	$78.20	$782.00	$78.20	$782.00	$78.20	$782.00	$78.20	$782.00
Aerial Platform	Bucket Truck (<50')	Mini-Bucket Truck - Squirt Boom AT or equivalent, 37 foot minimum working height on 4X4 Chassis	$49.30	$493.00	$49.30	$493.00	$49.30	$493.00	$49.30	$493.00	$49.30	$493.00	$49.30	$493.00	$49.30	$493.00	$49.30	$493.00
Aerial Platform	Bucket Truck (50'-60')	Bucket Truck - Aerial lift, 55' - 60' working height above ground, hydraulic dump box and all necessary hand & hydraulic tools	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00
Aerial Platform	Bucket Truck (60'-70')	Bucket Truck - Aerial lift, 55' - 60' working height above ground, hydraulic dump box and all necessary hand & hydraulic tools	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00	$73.10	$731.00
Aerial Platform	Bucket Truck (60'-70')	Bucket Truck - Aerial lift, 60' - 70' working height above ground, no dump box, rear or over center pivot and all necessary hand and hydraulic tools	$88.40	$884.00	$88.40	$884.00	$88.40	$884.00	$88.40	$884.00	$88.40	$884.00	$88.40	$884.00	$88.40	$884.00	$88.40	$884.00
Aerial Platform	Bucket Truck (70'+)	Bucket Truck - Aerial lift, 70'+ working height above ground, no dump box and all necessary hand & hydraulic tools	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00
Aerial Platform	Bucket Truck 4x4 (50'+)	Bucket Truck - Aerial lift, 50'+ working height above ground, 4x4	$81.60	$816.00	$81.60	$816.00	$81.60	$816.00	$81.60	$816.00	$81.60	$816.00	$81.60	$816.00	$81.60	$816.00	$81.60	$816.00

Aerial Platform	Off-Road Bucket (60'+)	All terrain skidder - or equivalent with aerial lift, 60/70 foot elevator, includes all necessary tools and equipment	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50
Aerial Platform	Off-Road Bucket (60'+)	All terrain 'Puddle Jumper/BigFoot' 60'/70' Off Road w/Floatation & Street Tires	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50
Aerial Platform	Off-Road Bucket (Less than 60')	All terrain skidder - or equivalent with aerial lift, 50 foot minimum working height, includes all necessary tools and equipment	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50	$104.55	$1,045.50
ATV	Amphibious	8x8 Amphibious Vehicle with trailer	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ATV	Amphibious	Marsh Master (or equivalent) with mounted sprayer/mower head, with trailer	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ATV	ATV	ATV (4x4) with trailer	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50
ATV	Spray	ATV (4x4) with sparyer, and all necessary tools and equipment, with trailer	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50
ATV	Spray	UTV (4x4) or (6x6) 2+ passenger, with tracks or wheels, with spray system, with trailer	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50
ATV	UTV	UTV (4x4) or (6x6) 2+ passenger, with trailer	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50	$123.25	$1,232.50
Debris	Chipper	Pull Behind - Self-feeding 12" diameter minim	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00
Debris	Chipper	Self-propelled - track with self loader/feeder, can handle 12" diameter trees, with trailer	$159.80	$1,598.00	$159.80	$1,598.00	$159.80	$1,598.00	$159.80	$1,598.00	$159.80	$1,598.00	$159.80	$1,598.00	$159.80	$1,598.00	$159.80	$1,598.00
Debris	Chipper	Pull Behind - Self feeding 15" diameter minimum	$54.40	$544.00	$54.40	$544.00	$54.40	$544.00	$54.40	$544.00	$54.40	$544.00	$54.40	$544.00	$54.40	$544.00	$54.40	$544.00
Debris	Chipper	Horizontal Grinder	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00
Debris	Chipper	Pull Behind Whole Tree Chipper W Grapple or Winch 20'	$62.90	$629.00	$62.90	$629.00	$62.90	$629.00	$62.90	$629.00	$62.90	$629.00	$62.90	$629.00	$62.90	$629.00	$62.90	$629.00
Debris	Clam	Clam truck with 30 yard box minimum	$77.35	$773.50	$77.35	$773.50	$77.35	$773.50	$77.35	$773.50	$77.35	$773.50	$77.35	$773.50	$77.35	$773.50	$77.35	$773.50
Debris	Clam	Clam trailer 30 yd box minimum	$107.10	$1,071.00	$107.10	$1,071.00	$107.10	$1,071.00	$107.10	$1,071.00	$107.10	$1,071.00	$107.10	$1,071.00	$107.10	$1,071.00	$107.10	$1,071.00
Spray Equipment	Spray	Backpack Sprayer	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Spray Equipment	Tank	100 gal tank w/pump, 50 gal tank w/ pump on trailer with TGR Injector. (per hour)	$106.25	$1,062.50	$106.25	$1,062.50	$106.25	$1,062.50	$106.25	$1,062.50	$106.25	$1,062.50	$106.25	$1,062.50	$106.25	$1,062.50	$106.25	$1,062.50
Spray Equipment	Tank	100-500 gal water tank / with trailer and pump (per hour)	$63.25	$632.50	$63.25	$632.50	$63.25	$632.50	$63.25	$632.50	$63.25	$632.50	$63.25	$632.50	$63.25	$632.50	$63.25	$632.50
Spray Equipment	Technology	Computerized Spray System	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Spray Equipment	Truck	4x4 Truck w/200 gallon spray tank, 2 reels with at least 200' of hoses	$35.70	$357.00	$35.70	$357.00	$35.70	$357.00	$35.70	$357.00	$35.70	$357.00	$35.70	$357.00	$35.70	$357.00	$35.70	$357.00
Spray Equipment	Truck	4X4 one ton spray truck with winch, 300 gal skid tank, 2 reels, 400' hose per roll and all necessary tools	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00
Manual Truck	Pickup	Manual truck, crew cab, 6 person capacity, NO dump box - 4WD	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00
Manual Truck	Split dump	Manual trimming truck, hydraulic dump box, and all necessary tools – 2 WD	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00
Manual Truck	Split dump	Manual trimming truck, hydraulic dump box, and all necessary tools – 4 WD	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00
Manual Truck	Split dump	Manual trimming truck, crew cab, 6 person capacity, hydraulic dump box, all tools - 2WD	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00
Manual Truck	Split dump	Manual trimming truck, crew cab, 6 person capacity, hydraulic dump box, all tools - 4WD	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00	$40.80	$408.00
Mechanical	Aerial Saw	(Jaraffe) or equivalent Track or rubber wheel lift self propelled boom trimmer 70 foot minimum working height	$105.40	$1,054.00	$105.40	$1,054.00	$105.40	$1,054.00	$105.40	$1,054.00	$105.40	$1,054.00	$105.40	$1,054.00	$105.40	$1,054.00	$105.40	$1,054.00
Mechanical	Aerial Saw	Kwik-Trim 53" Saw Blade Trimmer w/ Trailer	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mechanical	Attachment	14" Forestry Tree Shear Attachment (no fuel)	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00
Mechanical	Mulcher/ Large Mower	300+ HP mulcher with Cutter head and 4x4 support vehicle (example: Barko Mulcher 920 with Fecon Cutter)	$161.50	$1,615.00	$161.50	$1,615.00	$161.50	$1,615.00	$161.50	$1,615.00	$161.50	$1,615.00	$161.50	$1,615.00	$161.50	$1,615.00	$161.50	$1,615.00
Mechanical	Mulcher/Medium Mower	Track brush mower 150-300HP, tooth head or attachments, with trailer	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00
Mechanical	Mulcher/Skid Steer	Track brush mower 40-98 HP, tooth head or attachments, with trailer	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00	$96.90	$969.00
Mechanical	Mulcher/Small Mower	Track brush mower 99-149 HP, tooth head or attachments, with trailer	$44.20	$442.00	$44.20	$442.00	$44.20	$442.00	$44.20	$442.00	$44.20	$442.00	$44.20	$442.00	$44.20	$442.00	$44.20	$442.00
Mechanical	Small Mower	Rubber Tired Brush Mower, 99-149 HP, tooth head or attachments with trailer	$37.40	$374.00	$37.40	$374.00	$37.40	$374.00	$37.40	$374.00	$37.40	$374.00	$37.40	$374.00	$37.40	$374.00	$37.40	$374.00
Mechanical	Specialized	Sennebogen Wheeled or Tracked	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00
Mechanical	Walk Behind	Vermeer S800TX or Equivalent Tracked Skid Steer w/Grapple & Enclosed Trailer	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00
Pickup	Pickup	Pickup – 2 WD	$20.40	$204.00	$20.40	$204.00	$20.40	$204.00	$20.40	$204.00	$20.40	$204.00	$20.40	$204.00	$20.40	$204.00	$20.40	$204.00
Pickup	Pickup	Pickup - 4 WD	$22.10	$221.00	$22.10	$221.00	$22.10	$221.00	$22.10	$221.00	$22.10	$221.00	$22.10	$221.00	$22.10	$221.00	$22.10	$221.00
Support	Debris	Log Skidder	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Support	Debris	60' Crane Grapple Truck	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Support	Debris	Cat 325 with Mulching head or equivalent	$144.50	$1,445.00	$144.50	$1,445.00	$144.50	$1,445.00	$144.50	$1,445.00	$144.50	$1,445.00	$144.50	$1,445.00	$144.50	$1,445.00	$144.50	$1,445.00
Support	Equipment	Stump grinder w/trailer (per day)	$612.00	$6,120.00	$612.00	$6,120.00	$612.00	$6,120.00	$612.00	$6,120.00	$612.00	$6,120.00	$612.00	$6,120.00	$612.00	$6,120.00	$612.00	$6,120.00
Support	Hand tools	1-Weed Whip/Trimmer	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Support	Hand tools	1-Backpack Blower	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Support	Hand tools	Extendable chain saw 96" minimum	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Support	Hand tools	Power saws (additional)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Support	Hand tools	Extension Saw	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Support	Heavy Equipment	Service Truck w/ trailer	$56.95	$569.50	$56.95	$569.50	$56.95	$569.50	$56.95	$569.50	$56.95	$569.50	$56.95	$569.50	$56.95	$569.50	$56.95	$569.50
Support	Heavy Equipment	FAE 300 Mulcher with Dozer Blade	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00	$98.60	$986.00
Support	Heavy Equipment	Excavator W Thumb	$193.80	$1,938.00	$193.80	$1,938.00	$193.80	$1,938.00	$193.80	$1,938.00	$193.80	$1,938.00	$193.80	$1,938.00	$193.80	$1,938.00	$193.80	$1,938.00
Support	Heavy Equipment	Semi and Lowboy	$122.40	$1,224.00	$122.40	$1,224.00	$122.40	$1,224.00	$122.40	$1,224.00	$122.40	$1,224.00	$122.40	$1,224.00	$122.40	$1,224.00	$122.40	$1,224.00
Support	Heavy Equipment	Dozer	$176.80	$1,768.00	$176.80	$1,768.00	$176.80	$1,768.00	$176.80	$1,768.00	$176.80	$1,768.00	$176.80	$1,768.00	$176.80	$1,768.00	$176.80	$1,768.00
Support	Heavy Equipment	Track Loader	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00	$185.30	$1,853.00
Support	Heavy Equipment	Horizontal Grinder	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00	$714.00	$7,140.00
Support	Heavy Equipment	Tracked Sennebogen with two attachments	$175.10	$1,751.00	$175.10	$1,751.00	$175.10	$1,751.00	$175.10	$1,751.00	$175.10	$1,751.00	$175.10	$1,751.00	$175.10	$1,751.00	$175.10	$1,751.00
Support	Pickup	Pickup - 2 Ton	$29.75	$297.50	$29.75	$297.50	$29.75	$297.50	$29.75	$297.50	$29.75	$297.50	$29.75	$297.50	$29.75	$297.50	$29.75	$297.50
Support	Pickup	3/4 or 1 ton 4x4 support vehicle with gal fuel tank for Lg refueling, air compressor and all other tools	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00	$27.20	$272.00
Support	Pickup	F550 (or equivalent) 4x4 support vehicle with all necessary tools and transfer tank	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00	$39.10	$391.00
Support	Pickup	1 Ton Crew Cab Pickup 4x4	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00	$30.60	$306.00
Support	Traffic	Sign Board	$6.80	$68.00	$6.80	$68.00	$6.80	$68.00	$6.80	$68.00	$6.80	$68.00	$6.80	$68.00	$6.80	$68.00	$6.80	$68.00
Support	Trailer	1-6'x12' Enclosed Trailer	$4.25	$42.50	$4.25	$42.50	$4.25	$42.50	$4.25	$42.50	$4.25	$42.50	$4.25	$42.50	$4.25	$42.50	$4.25	$42.50
Support	Trailer	Landscape Trailer With Tools	$5.95	$59.50	$5.95	$59.50	$5.95	$59.50	$5.95	$59.50	$5.95	$59.50	$5.95	$59.50	$5.95	$59.50	$5.95	$59.50
Support	Trailer	Tractor Trailer	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50
Support	Trailer	Rollback W/20 Ft Bed	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50	$11.05	$110.50
Support	Vehicle	Boat & Motor	$8.08	$80.80	$8.08	$80.80	$8.08	$80.80	$8.08	$80.80	$8.08	$80.80	$8.08	$80.80	$8.08	$80.80	$8.08	$80.80
Support	Vehicle	Tri Axle Dump Truck	$68.85	$688.50	$68.85	$688.50	$68.85	$688.50	$68.85	$688.50	$68.85	$688.50	$68.85	$688.50	$68.85	$688.50	$68.85	$688.50
Technology	Computer	Xplore ruggedized tablet (Bobcat) with external second battery	$2.13	$21.25	$2.13	$21.25	$2.13	$21.25	$2.13	$21.25	$2.13	$21.25	$2.13	$21.25	$2.13	$21.25	$2.13	$21.25

Technology	Computer	Tablet	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60
Technology	Computer	Laptop W Air Card	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60	$1.36	$13.60
Technology	Laptop Unit	Laptop with GPS Unit	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00
Technology	Misc	Tru Pulse Laser	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00	$1.70	$17.00

		Rate Buildup - Labor							
		RATES PER REGION							
		San Juan	Bayamon	Caguas	Ponce	Arecibo	Mayaguez	Culebra	Vieques
Job Title/Classification	**Unit of Measure**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**
Vegetation Clearing	HOUR								
General Foreman	HOUR	$169.00	$169.00	$169.00	$169.00	$169.00	$169.00	$169.00	$169.00
Working Foreman A	HOUR	$113.50	$113.50	$113.50	$113.50	$113.50	$113.50	$113.50	$113.50
Working Foreman B	HOUR	$97.00	$97.00	$97.00	$97.00	$97.00	$97.00	$97.00	$97.00
Climber A	HOUR	$112.00	$112.00	$112.00	$112.00	$112.00	$112.00	$112.00	$112.00
Climber B	HOUR	$99.00	$99.00	$ 99.00	$ 99.00	$ 99.00	$ 99.00	$99.00	$99.00
Climber C	HOUR	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
Climber D	HOUR	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
Lift Operator A	HOUR	$112.00	$112.00	$112.00	$112.00	$112.00	$112.00	$112.00	$112.00
Lift Operator B	HOUR	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
Lift Operator C	HOUR	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
Equipment Operator A	HOUR	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
Equipment Operator B	HOUR	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00
Groundsman A	HOUR	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
Groundsman B	HOUR	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
Vegetation Support									
Damage Assesor/Inspector	HOUR	$102.00	$102.00	$102.00	$102.00	$102.00	$102.00	$102.00	$102.00
Utility Arborist (ISA or TRAC)	HOUR	$112.00	$112.00	$112.00	$112.00	$112.00	$112.00	$112.00	$112.00
Utility Arborist (Non-ISA or Non-TRAC)	HOUR	$97.00	$97.00	$97.00	$97.00	$97.00	$97.00	$97.00	$97.00
Utility Arborist (Office staff)	HOUR	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
Drone Pilot	HOUR	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00

EXHIBIT E

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

2. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.

3. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by ASUME certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

4. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

5. Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.

6. Contractor shall have delivered to PREPA prior to, or shall deliver on, the Effective Date:

   (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

   (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the Effective Date:

      i. a copy of Contractor's Merchant Registration Certificate;

      ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;

iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

v. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

vii. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;

viii. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws;

ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and

x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.

(c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 6(b).

6. In providing the services, Contractor, covenants, represents and warrants to PREPA as follows:

(a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries or its affiliates (together "Contractor Group Members" and each a "Contractor Group Member") shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by LUMA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

(b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds

transferred by PREPA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

(c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(d) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

(e) Contractor shall at all times comply with all applicable Law regarding non-discrimination;

(f) Contractor attests, subject to the penalties for perjury, that no member of Contractor or Contractor Group, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement;

(g) Contractor shall inform PREPA if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

(h) Contractor shall inform PREPA if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

(i) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable it with respect to the T&D System; and

(j) In delivering the goods or services, Contractor shall:

i. to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;

ii. to the extent that the goods or services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, as amended ("Act 173"), comply with Act No. 173; and

iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled

or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

7. **Consequences of Non-Compliance**. Contractor expressly agrees that the conditions outlined throughout this Exhibit E are essential requirements to contract with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit PREPA to terminate the Agreement after reasonable notice and an opportunity to cure as provided in the default termination provisions of the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Contractor's negligence, dereliction of duties or breach of the Agreement, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

8. Contractor hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico ("Act 2-2018") or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico- ("Act 8-2017").

   PREPA shall have the right to terminate the Agreement in the event Contractor is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018 or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

   Furthermore, Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

9. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.

Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico: The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 as amended, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Agreement. Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

Attachment 1
Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of _____, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of _____ of _____ (hereinafter referred to as the "Contractor") organized as a _____ under the laws of _____ [with the Federal Identification No.] _____.
- That I am authorized to represent the Contractor and all of its partners and members (if applicable) for purposes of this affidavit.
- That neither the Contractor nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Contractor's agreement with the Puerto Rico Electric Power Authority while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this ____ day of _____, 20___.

By:
Name:
Title:

Affidavit No. ____

Sworn and subscribed before me by _____, of the personal circumstances stated above, in his/her capacity as _____ of _____; who is personally known to me or whom I have identified pursuant the following form of identification: _____, this ___ day of _____, 20___.

Annex 1

Contract Certification Requirement

(See Attached)

* * * * *

EXHIBIT F

INSURANCE REQUIREMENTS

Insurance:

The Contractor shall secure and maintain in full force and effect during the life of this Agreement and until the end of the warranty period as provided herein, policies of insurance covering all operations engaged in by the Contractor, including but not limited to the following:

(i) Commonwealth of Puerto Rico Workmen's Compensation Insurance:

The Contractor shall provide Workmen's Compensation Insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any, or shall certify that such Subcontractors, agents, and invitees have obtained said policies on their own behalf.

The Contractor shall furnish a certificate from the Puerto Rico's State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance and including the Agreement Number, in accordance with this Agreement.

(ii) Employer's Liability Insurance:

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of at least $5,000,000 for each employee and at least $5,000,000 for each accident covering against the liability imposed by law upon the Contractor caused by or resulting from, injury, accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico (extraterritorial coverage).

(iii) Commercial General Liability Insurance:

The Contractor shall provide a Commercial General Liability Insurance with limits of at least $5,000,000 per occurrence and at least $5,000,000 aggregate. The Contractor agrees to require all its Subcontractors, if any, to procure and maintain similar coverage. **This limit can be met by a combination of primary commercial general liability policy and follow-form excess/umbrella liability policy**. The deductible for such insurance shall be no more than twenty-five thousand dollars ($25,000.00) and the policy shall by its wording, or by endorsement include, but not be limited to the following coverages:

(A) "cross liability" and "severability of interest" clause which shall have the effect of insuring each person, firm, or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each.

(B) broad form property damage;

(C) blanket contractual liability;

(D) products and completed operations liability (for a period not less than twenty four (24) months from the date of contract completion;

(E) liability for operation of attached machinery;

(F) sudden and accidental pollution liability; and

(G) explosion, collapse and underground (XCU) and blasting.

(iv) Commercial Automobile Liability Insurance:

The Contractor shall provide a Commercial Automobile Liability Insurance with limits of at least $3,000,000 combined single limit covering all owned, leased, or scheduled autos, non-owned, and hired autos (including trailers). The Contractor agrees to require all its Subcontractors to procure and maintain similar coverage. The deductible for such insurance shall be no more than twenty-five thousand dollars ($25,000.00).

(v) Pollution Liability Insurance:

Unless otherwise provided in this Contract, **if the Work has potential for Environmental impact or handling of Hazardous Materials**, Contractor is required to procure pollution liability insurance coverage in the amount of two million dollars ($2,000,000) per occurrence and two million ($2,000,000) in the aggregate. Such insurance shall cover claims for bodily injury, property damage, clean-up costs, and related legal defense expenses for pollution conditions that result from, or are disrupted by, the services rendered in performance of this Contract or any Work Order by or on behalf of Contractor. Coverage will include extensions for transportation and off-site disposal (if applicable) and will not be restricted by any time element limitations, mold, asbestos, lead based paint, or insured vs. insured exclusions preventing Owner from bringing a claim against other insureds. The policy will apply to pollution conditions on, at, under, arising or migrating from the Site. If the policy is written on a "claims made" basis, Contractor shall provide Owner with proof of renewal for the two (2) years following the expiration of the Contract. Further, Owner may require Contractor to purchase an extended reporting period endorsement at Contractor's sole expense. The deductible for such insurance shall not exceed one hundred thousand dollars ($100,000).

(vi) **If owned or non-owned aircraft or watercraft are used in the performance of the Work**, then Contractor will obtain aircraft liability and/or watercraft liability (as applicable), with a minimum limit of five million dollars ($5,000,000) per accident or occurrence. The deductible for such insurance shall be twenty-five thousand dollars ($25,000).

(vii) Property Insurance (Bailee Coverage): **If during this Agreement the Contractor will have PREPA's or LUMA's property under his or her Care, Custody and Control,** then insurance covering loss of or damage to PREPA's or LUMA's property will be required.

Requirements Under the Policies:

The Commercial General Liability, Commercial Automobile Liability and, if applicable, Pollution Liability and Aircraft or Watercraft Liability insurance policies required under this Contract, including but not limited to any subcontract(s) shall be endorsed to include:

a. As An Additional Insured:

LUMA Energy Servco LLC. / Puerto Rico Electric Power Authority (PREPA)
Risk Management Office
PO Box 364267
San Juan, PR 00936-4267

For any and all claims, liabilities, suits, causes of actions, and/or proceedings related to, arising out of, caused by, or resulting from any and all operations engaged by the Contractor.

b. A 30 days' cancellation or nonrenewable notice to be sent to the above address.

c. An endorsement including this Agreement under contractual liability coverage and identifying it by number, date, and parties to the contract.

d. Waiver of Subrogation in favor of LUMA Energy Servco, LLC. /Puerto Rico Electric Power Authority.

e. Breach of Warranties or Conditions:

"The *Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice LUMA Energy Servco, LLC. / PREPA's rights under this policy*."

The inclusion of a "Separation of Insureds" clause may be submitted as an alternative.

If applicable, the Pollution Liability, Aircraft Liability or Watercraft Liability and Property Insurance (Bailee Coverage) Liability insurance policies shall be endorsed to include:

a. A 30 days' cancellation or nonrenewable notice to be sent to the above address.

General Provisions for Insurance to be Provided by Contractor

With respect to the policies of insurance procured by Contractor hereunder:

(i) Contractor and its Subcontractors will furnish Owner with certificates of insurance for inspection by authorized representatives of Owner within thirty (30) business days of Agreement or Subcontract execution and immediately upon renewal of any insurance policy. All required policies of insurance shall be in a form acceptable to LUMA and shall be issued only by insurance companies authorized to do business in Puerto Rico. The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded. If Owner requests, Contractor and its Subcontractors will also furnish Owner with policies of insurance for inspection by authorized representatives of Owner. The furnishing of insurance by Contractor or its Subcontractors does not limit any of the other obligations or

Liabilities of Contractor under the Contract. The bankruptcy or insolvency of any insurance company or the failure of any insurance company to pay any claim under an insurance policy will not be construed as a waiver or release of Contractor's obligations or Liabilities under the Agreement;

(ii) Contractor shall provide a Certificate from the Puerto Rico's State Insurance Fund that includes this contract identified by its number before performing any work pertinent to this contract.

(iii) If Contractor fails to provide to Owner satisfactory evidence of Contractor's Insurance as required herein upon request or, if after providing such evidence, any such policy lapses, is cancelled, or is reduced in coverage and or below total limits required in this Agreement, then in each such case, Owner may without restricting any of its other rights and remedies arising from such failure, whether under this Agreement or pursuant to any laws, procure and maintain such insurance in the name of Contractor, the cost of which shall be payable by Contractor to Owner on demand, and Owner may, at its option, deduct such cost as off-set from any monies which are due or may become due to Contractor. Total required limits can be met with any combination of primary and follow – form excess (Ei. Umbrella Policy);

(iv) Contractor shall ensure that all Subcontractors engaged in the Services shall procure insurance in accordance with standard industry practice. Before permitting any subcontractors to perform any Services, Contractor shall obtain a certificate of insurance from each Subcontractor evidencing such insurance, including all additional insured requirements. If any subcontract employees are principally employed in a jurisdiction other than Puerto Rico, but working on the Services, their workers' compensation and employer's liability policy shall be extended to include extra-territorial coverage. Notwithstanding the generality of the foregoing, Contractor shall ensure that all of its Subcontractors have and continuously maintain effective workers' compensation or equivalent insurance in any jurisdiction in which its Subcontractors perform any Services, and specifically in respect of any Services performed at the Site;

(v) Owner, its Affiliates, and their respective personnel, Subcontractors, all Other Project Participants and all other parties having a contractual right to insurance coverage, shall receive a waiver of subrogation and be named as "additional insureds" on all Contractor's and Subcontractors' insurance policies, except where prohibited by law.

(vi) All insurance policies shall be placed with insurers having an assigned rating of not less than A VIII by A.M. Best or equivalent, licensed in the Commonwealth of Puerto Rico, and in a form reasonably acceptable to Owner. Each such policy shall provide that it cannot be cancelled without at least ninety (90) Business Days' written notice to Owner and Contractor will give Owner at least thirty (30) Business Days' prior written notice of any reduction in coverage. The approval of any such policy by Owner shall in no way relieve Contractor of its obligations to provide the insurance required herein;

(vii) All insurance policies will provide for world-wide territory, liabilities and suits;

(viii) Insurance proceeds as they relate to damage or loss to physical assets, shall be available to Owner to the extent required for the timely repair or replacement of such damages or loss;

(ix) Owner shall be entitled to fully participate with Contractor in the processing of any insurance claim relating to this Agreement;

(x) Contractor shall use all diligence to ensure that all insurance required under this Contract shall not be invalidated. Contractor shall, at all times, comply with and abide by, and will ensure Subcontractors comply with and abide by, the terms, conditions, and requirements of the policies;

(xi) All insurance policies provided by Contractor shall be considered primary and shall not bring into contribution any other valid and collectible insurance;

(xii) All insurance policies will be consistent to what is typically obtained for work and projects similar in nature, size and scope of the Services;

(xiii) Contractor shall be responsible and liable, in each claim or occurrence for all deductibles and retentions under the policies; and

(xiv) LUMA / PREPA reserves the right to require other insurance as it may seem necessary during the course of this Agreement.

For clarity, the Maximum Liability Limit shall in no way limit Owner's right to recover pursuant to the required insurances, and such insurance proceeds shall not be included in calculating the Maximum Liability Limit.

Bonds:

As an Agreement security, the Contractor shall furnish at the time of the execution of the Agreement one of the following alternatives:

1. A Payment Bond in the amount of a hundred percent (100%) for each year (that is, equal to the percentage of the Agreement price that corresponds to that particular year), with good and sufficient surety satisfactory to PREPA to guarantee the prompt payment of all labor, supervision, equipment and materials required in the performance of the Agreement.

2. A Performance Bond in the amount of one hundred percent (100%) for each year (that is, equal to the percentage of the Agreement price that corresponds to that particular year), with good and sufficient surety satisfactory to PREPA, guaranteeing the Contractor will well and faithfully perform the Services.

3. Each bond shall be issued in the official form of LUMA (that is, AIA 312 format) and must include the corresponding Power of Attorney.

EXHIBIT G

FEDERAL CONTRACTING CLAUSES

1. USE OF FEDERAL FUNDING

This Contract or Agreement ("Contract") is funded, in whole or in part, by United States Federal Government ("Federal" or "Government" or "Federal Government") assistance in the form of grant, subgrant, loan, or reimbursement either directly to the recipient, the Central Office for Recovery, Reconstruction, and Resiliency ("COR3") or the Puerto Rico Department of Housing ("PRDH"), or to the subrecipient or applicant, Puerto Rico Electric Power Authority ("PREPA") represented by its agent LUMA Energy ServCo, LLC ("LUMA"), of funding provided from the Federal Emergency Management Agency ("FEMA") and Department of Housing and Urban Development ("HUD") to the Commonwealth of Puerto Rico. Accordingly, the following Federal provisions apply to this Contract pursuant to 2 CFR Part 200.327 and 2 CFR Part 200, Appendix II, as applicable.

2. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the Agreement, PREPA via its agent, may in its sole discretion:

a. elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

b. hire another contractor to perform the work and deduct any additional costs incurred by PREPA as a result of substituting contractors from any amounts due to Contractor; or

c. pursue and obtain any and all legal or equitable remedies.

This Section shall in no way be interpreted to limit PREPA's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to such labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor shall include, and require compliance by each of its subcontractors and vendors with, the provisions of these paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965. The Contractor will take such action with respect to any subcontract or purchase order as the Federal Emergency Management Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   PREPA further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

PREPA agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

PREPA further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, PREPA agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to PREPA under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from PREPA; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with HUD CDBG Labor Standards Requirements

The terms of HUD form 4010 "Federal Labor Standards Provisions" apply and shall be deemed included as if restated in full herein. The terms in HUD Form 4010 include but are not limited to provisions requiring compliance with the following:

a. **The Davis-Bacon Act** (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. **The Copeland "Anti-Kickback" Act** (18 U.S.C. § 874, 40 U.S.C. § 3145) and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

   i. Subcontracts. Contractor shall insert in any subcontracts the clauses contained in subparagraphs (1) through (11) of paragraph (a) of HUD form 4010 and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   ii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **HUD Section 3.**

If work to be performed under this contract will be funded in whole or in part with a HUD CDBG funds (including, but not limited to CDBG-MIT), the work is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing. If Section 3 applies, the Parties agree to comply with HUD's regulations in 24 C.F.R. part 75 that implement Section 3, including but not limited to inclusion of a HUD Section 3 clause in every subcontract subject to compliance with n 24 C.F.R. part 75, and taking appropriate action upon finding that a subcontractor is in violation of the requirements in 24 C.F.R. part 75.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Section.

c. Withholding for unpaid wages and liquidated damages. PREPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Section.

d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

6. COMPLIANCE WITH CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The Contractor agrees to report each violation to LUMA and understands and agrees that LUMA will, in turn, report each violation as required to assure notification to the Recipient, the Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

7. SUSPENSION AND DEBARMENT

Federal regulations restrict PREPA from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration and contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

a. The Parties recognize that this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor has verified via the *Certification Regarding suspension and Debarment* form attached hereto at **Annex I**, that neither the Contractor nor its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor shall promptly notify LUMA of any changes to this certification during the term of this Agreement.

b. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction.

c. This certification is a material representation of fact relied upon by PREPA and its agent LUMA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PREPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8. BYRD ANTI-LOBBYING AMENDMENT

Contractors and subcontractors who apply for or bid on a federally funded contract of $100,000 or more must file the required certification found at APPENDIX A, 44 C.F.R. PART 18. As such Contractor has verified via the *Byrd Anti-lobbying Certification and Disclosure* form attached hereto at **Annex II**, that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. If Contractor awards any subcontract of $100,000 or more under this Agreement, Contractor will collect a *Byrd Anti-lobbying Certification and Disclosure* form from each subcontractor and submit it to LUMA. Contractor and its subcontractors subject to this requirement shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Disclosures will be forwarded to FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Agreement performance schedule; meeting Agreement performance requirements; or at a reasonable price. Contractor shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Contractor *and its subcontractors* are prohibited from spending the proceeds of this Agreement on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons as set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 ("McCain Act"), and 2 C.F.R. Section 200.216. Contractor and its subcontractors shall not use funds paid under this Agreement to fund the purchase, installation, or services of the telecommunications and video surveillance products or to contract with the entities prohibited by Section 889 of the McCain Act or 2 C.F.R. Section 200.216.

b. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Agreement.

11. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Agreement.

12. ACCESS TO RECORDS

a. The Contractor agrees to provide PREPA, P3A, the Puerto Rico pass-through agency, the Federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide PREPA, the Puerto Rico pass-through agency, the Federal awarding agency, or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d. PREPA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal awarding agency or the Comptroller General of the United States.

e. In compliance with the Disaster Recovery Act of 2018, the Parties acknowledge and agree that no language in this Contract is intended to prohibit audits or internal review by the FEMA Administrator, the Secretary of HUD, or the Comptroller General of the United States.

f. Records to be Maintained. Contractor shall maintain records, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations, whichever is longer. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this Contract, any other applicable Federal statutes and regulations, and the terms and conditions of Puerto Rico Department of Housing's (" PRDOH") Federal award.

g. Record Retention and Transmission of Records to LUMA Records. Prior to close out of this Contract, the Contractor must transmit to LUMA records sufficient for LUMA to demonstrate that all costs under this Contract met the requirements of the Federal award.

h. Data and Privileged Information. Contractor, if applicable, is required to maintain confidential data demonstrating client eligibility for activities provided under this Contract. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

i. Personally Identifiable Information (PII) Policy. Contractor must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Contract, as it may be updated from time to time.

j. Report. Contractor must complete and submit quarterly reports providing an overview on the project's progress to date, compliance with job creation/ retention (if applicable), and a summary of the progress expected for the next quarter. Additional compliance reporting, including but not limited to that for Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Part1701u, and Davis Bacon and Related Acts, as amended, 40 U.S.C. Part3141-3148, will be maintained in accordance with the reporting requirements under the CDBG-DR regulations, applicable PRDOH CDBG-DR policies, and executed agreements.

k. Ownership and Use of Documents.

i. With the exception of the Contractor's working papers, Contractor acknowledges LUMA's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the Contractor, its agents, or representatives, for purposes of performing key obligations hereunder. In the event of any termination, Contractor shall deliver such information, drafts, reports, papers, and other materials to LUMA, in

document form or as computer program data, and Contractor recognizes LUMA or any other applicable stakeholder's (e.g. PRDOH, FEMA, and/or COR3) right to request such documentation or computer program data. If Contractor fails to deliver said information, LUMA may seek a judicial order to enforce its rights.

ii. Proof of expenditures incurred by Contractor on behalf of LUMA shall be made available LUMA. Contractor agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to Contractor account. These documents shall be open for LUMA and other stakeholders such as PRDOH, FEMA, and/or COR3's examination at all reasonable times during the term of this Contract, and up to five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations, whichever is longer.

13. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the Federal awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of Federal awarding agency officials without specific pre-approval from the Federal awarding agency. The Contractor shall include this provision in any subcontracts.

14. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal awarding agency policies, procedures, and directives.

15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to PREPA, LUMA, the Puerto Rico pass-through entity, the Contractor, or any other party pertaining to any matter resulting from the Agreement.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

17. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

18. DRUG FREE WORKPLACE

Contractor shall establish procedures and policies that promote a drug-free environment. Contractor must notify its employees of the policies as well as the penalties that may be imposed if any type of violation occurs. Contractor must notify LUMA if any of its employees are criminally convicted of any offense related to the use of drugs in the work environment. Such notification shall be made within ten (10) days of the conviction being declared.

19. COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Government of Puerto Rico, including PREPA, and the federal grant awarding agency (the "Licensees") a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data, materials and other results and proceeds first produced in the performance of this contract ("Work Product") the right to reproduce, publish, or otherwise use Work Product, including the preparation of derivative works, to distribute copies to the public, and to publicly perform and display the Work Product. For data and materials required by the contract but not first produced in the performance of this contract ("Acquired Work Product"), the Contractor will identify and grant to the Licensees or acquire on their behalf a license in Acquired Work Product that meets requirements, as determined solely by PREPA or its agent, for the Licensees to use and to license others to use the Work Product and Acquired Work Product for all PREPA activities and for ongoing use, training, maintenance, and improvement of the resulting technology improvements. Work Product and Acquired Work Product shall include, but not be limited to, data, research, written reports or literary works, software and/or source code, pictures or images, graphics, audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to PREPA, in formats acceptable to PREPA, copies of Work Product and Acquired Work Product.

ANNEX 1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By signing this Certification, the Proponent certifies that the firm, business or person submitting the proposal has not been suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. The Puerto Rico Energy Power Authority / LUMA Energy ServCo, LLC also may exercise any other remedy available by law.

In witness whereof, I affirm and sign the herein document in _____, _____, this _____ day of _____, 20____.

_____
(Printed Name of Proponent)

By: _____
(Signature of Proponent)

_____
(Name of Firm)

_____
(Position)

Affidavit No. _____

Duly sworn and subscribed to before me in the city of in _____, _____, this _____ day of _____, 20____, by _____, of legal age, _____(civil status), _____(occupation), and resident of _____, in his/her capacity as _____ of the Proponent, who to me is personally known, or have identified by means of _____.

_____
Public Notary

ANNEX 2

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. Part 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Part 3801 et seq., apply to this certification and disclosure, if any.

_____

Contractor's Name

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

EXHIBIT H

LUMA POLICIES

Dear suppliers:

I hope this message finds you well. I am pleased to address you as LUMA President and Chief Executive Officer. First, I want to express my gratitude for your support of our mission: to transform and modernize Puerto Rico's electric grid. I am committed to leading this company transparently, aligned with applicable laws and regulations, as well as with our own ethical standards.

We handle federal funds and other funds that belong to the people of Puerto Rico. As business partners, we expect our suppliers to behave ethically and transparently. There is a Contractor Code of Conduct for companies that work with LUMA, which you must abide by. Compliance not only helps us both avoid risks and legal penalties, but also allows us to build a solid reputation and foster trust with you and with the people of Puerto Rico. Here are some important reminders.

Respect for the purchasing process

To participate in LUMA's purchasing processes your company must be registered as a supplier. The requirements for registration can be found on the Suppliers section of our website at: https://lumapr.com/suppliers/lumas-vendors-registry-requirements/?lang=en. The supplier selection process must be completely finished, including the signing of the contract, before we are able to receive any goods or services.

No employee is authorized to provide a supplier with confidential information that gives it a competitive advantage in a procurement process. It is also strictly forbidden for any employee to receive benefits in exchange for awarding contracts or favoring a supplier. To make processes transparent, we also ask suppliers to refrain from trying to influence the purchasing process or from trying to obtain information that gives them an advantage.

In addition, employees are prohibited from sharing supplier's proposals or quotes with other suppliers. Therefore, please do not ask our employees for other suppliers' proposals or quotes.

Gifts from suppliers

When working with public funds, perception is as important as reality. A third party may misinterpret frequent lunches or dinners as a way to try to influence our employees, so please avoid extending these invitations.

If you receive any requests for gifts or benefits from any LUMA employee, please feel free to contact me directly, or, contact us anonymously, through the LUMA Ethics Helpline at: http://lumaethicshelpline.com/.

I appreciate your dedication and continued contribution.

Cordially,

[redacted]

President and Chief Executive Officer

OPERATOR ("LUMA") POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES

LUMA was created to power the lives of the people of Puerto Rico through the delivery of safe, reliable, and affordable electricity. Operating safely and sustainably and in an ethical and responsible manner is critical to achieving our goals.

Our vendors play an important role in supporting our operations and upholding our commitments to our customers. Our Vendor Code of Conduct explains the principles and standards that apply to you when you are providing goods and services to LUMA. As a LUMA vendor, we expect you to share the principles described in this Code of Conduct and to apply similar standards with your own employees and across your supply chain.

By following this Code, you are upholding our mission and our core values and setting the groundwork for our joint success. We expect you—including your employees and the suppliers you yourself use—to act ethically and abide by the commitments in this Code and by other policies that may apply you as you interact with us or act on our behalf. We value our relationship with you and appreciate your efforts to fulfill these important responsibilities.

OUR MISSION STATEMENT & VALUES

Our values are not just words on a page. We live them daily. Our mission is always, in every way, to continue getting better.

Mission Statement

LUMA was purposefully built for the people of Puerto Rico, to reinvigorate and transform the island's electric transmission and distribution system and to support its overall economic development. We put people first – our employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for our customers and the world around us.

We stand together, building a culture on continuous improvement with the goal of working towards a stronger Puerto Rico by delivering on our promise of excellent customer service and our commitment to Safety.

Core Values

Our Core Values define how we work and we seek out business partners who share them as well. It is important that all members of our team embrace these values, as they are fundamental to how we do business.

We live by the following values:

I. CARE

We seek to understand and collaborate. We care enough to challenge each other. We care about each other – and the communities where we live and work.

II. ACCOUNTABILITY

We are transparent, respectful and responsive. We are ethical and guided by integrity. We do the right thing. We hold ourselves and each other accountable to operational excellence.

III. PRIDE

We take pride in holding ourselves to the highest standards of safety and sustainability. We are invested in our people, our actions and our commitments for the long run. We celebrate our successes and continuously strive to be better.

CONDUCTING BUSINESS THE LUMA WAY

Our Expectations

LUMA's Vendor Code of Conduct ("Code") applies to all intermediaries, suppliers, consultants, contractors, contract labor and other business partners who provide goods or services to or on behalf of LUMA (collectively, "vendors"). We each play a role in upholding the principles of our Code. You are expected to ensure that all your employees or sub-vendors that perform work for LUMA read, understand and follow the Code and the underlying policies and practices that are applicable to them to avoid illegal or unethical conduct. Compliance with this Code is a requirement for becoming and remaining a LUMA vendor.

Vendor Selection

We are committed to dealing fairly with all vendors throughout our procurement process, from bid evaluation and negotiation to award decisions and purchasing administration. We select our vendors based on objective criteria, such as technical, commercial or other legitimate business reasons. You are expected to cooperate with our procurement processes, including responding to any due diligence requests.

Speak Up

Raising awareness of possible misconduct or violations of the law or the Code is part of our commitment to creating a fair and honest culture. To ensure the highest levels of integrity throughout our supply chain, we rely on our vendors to speak up about any actual or suspected violations of the law or our Code.

If you want to come forward with any questions or concerns, you may use any of the following resources:

Your LUMA Supply Chain Representative
LUMA Leadership
LUMA's Director of Compliance
LUMA's Ethics Helpline

LUMA's Ethics Helpline is available 24 hours a day, seven days a week, in Spanish and English. You can call the Ethics Helpline at 877-776-0993 and speak with a third-party representative, make a report via the internet at www.LUMAethicshelpline.com, or e-mail compliance@lumapr.com.

LUMA's Ethics Helpline is managed by an independent third-party service provider. You may report anonymously. All reports made to the Ethics Helpline are forwarded to LUMA's Director of Compliance for review and investigation. When you make a report to the Ethics Helpline, please provide as much information as possible. The more information you provide, the easier it will be for the Company to investigate and address your concern.

Investigation of Reports

You are encouraged to report conduct that you believe is illegal or improper. LUMA treats all reports of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all reports and take necessary action. You are expected to cooperate with any investigations. LUMA does not tolerate any form of retaliation against anyone who reports a violation of this Code in good faith or cooperates with an investigation. We also expect all our vendors to investigate any concerns that are reported to them and to take corrective measures if necessary.

Violations of Our Code

LUMA takes violations of our Code very seriously. We encourage our vendors to monitor their compliance with the Code's requirements. LUMA will monitor our vendors' compliance with this Code through audits or site visits as we deem necessary and we expect our vendors to cooperate with related requests. If any non-compliance with this Code is detected, you are expected to take reasonable steps to address, remedy, and prevent reoccurrence of the non-compliant conduct. Failure to comply with this Code may result in the termination of the business relationship between you and LUMA.

CREATING A CULTURE OF TRUST AND RESPECT

We believe in *People First, Safety Always.*

Human Rights and Labor Practices

We respect and promote human rights in all our operations. We expect you to share our commitment to providing equal employment opportunity and creating an inclusive work environment that is free from discrimination. You must treat all members of your workforce fairly and in accordance with all applicable labor and employment laws.

We expect you to employ workers on the basis of their ability to do the job, and not on the basis of their race, color, age, sex, national origin/ancestry, social origin or status, marital or familial status, citizenship status, disability, religion, veteran status, sexual orientation, gender identity, political affiliation, genetic

information, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, or any other status protected by federal, state, or local law.

LUMA will not tolerate any conduct by a vendor that is offensive, hostile, abusive, exploitative or otherwise inconsistent with a respectful workplace. You must not support or engage in forced or indentured labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, overtime, and benefits. We expect you to respect the rights of your workers to associate freely and to join or not join labor unions.

Workplace Safety

At LUMA, the safety of our people – employees, customers, vendors, and the public – matters first and foremost. As our vendor, you must comply with all applicable safety and security laws and regulations. You also must adhere to LUMA's safety standards and apply safe work practices to work you undertake on our behalf to prevent injuries and illnesses and minimize property losses. You must comply with LUMA HSE Contractor Selection and Management Standard applicable requirements. You are expected to report any incidents or near-misses in accordance with LUMA's HSE Handbook and our Workplace Safety Policy. You must ensure that your workers receive relevant training on health and safety procedures, including prohibitions on the use of illegal drugs and alcohol at work and restrictions on the possession of weapons.

Social Media

You must not use social media in a way that may jeopardize LUMA's reputation. You are not allowed to make any statements on behalf of LUMA without prior permission from the Company's Communications department. You are also not permitted to use LUMA's name or logo, trademarks or other intellectual property without the Company's express consent. You must never use social media to make false or defamatory comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

Conflicts of Interest

When working for LUMA, you have a responsibility to always act in the best interests of the Company. You must avoid engaging in any activity that would create an actual or apparent conflict of interest in the provision of products or services to LUMA. A conflict of interest may arise when your personal or professional relationships influence or appear to influence your business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- Your company is partially or fully owned or controlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee
- Your company is partially or fully owned or controlled by a government employee of any agency that regulates or oversees LUMA
- You hire or employ a current LUMA employee or their family member
- You have a personal relationship with the LUMA employee who supervises your work for the Company

Additionally, we are obligated to comply with the Código de Ética para Contratistas, Suplidores, y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico (the "Code of Ethics"), which enumerates our ethical obligations and responsibilities and includes specific requirements related to identifying, avoiding and mitigating conflicts of interest.

Even the appearance of impropriety can undermine our credibility, pose financial and reputational risk to us and jeopardize our ability to comply with relevant laws and regulations, or our contractual obligations. If you are aware of any situation that may create a conflict of interest you must promptly disclose it to the Company.

ACTING WITH INTEGRITY

We conduct our business lawfully and ethically.

LUMA's Code of Conduct for Employees

All LUMA employees are required to comply with LUMA's Code of Conduct for employees, available at https://lumapr.com/. Among other things, LUMA's employee Code has strict rules and expectations for our employees when they interact with LUMA's vendors. You must never cause or take any action that would result in a LUMA employee violating the employee Code. When in doubt, ask your LUMA business contact.

Zero Tolerance for Corruption

LUMA is committed to conducting business the right way. We never tolerate any form of corruption and we expect our vendors to carry out their business honestly and ethically. You must operate in full compliance with applicable laws and regulations, including anti-money laundering, anti-bribery and anti-corruption laws, wherever you do business.

When working for or on behalf of LUMA, you must never offer, promise or give a bribe, kickback or improper payment to anyone, whether they are a government official, commercial actor or private individual.

A bribe is an offer or gift of anything of value in order to improperly influence a decision or gain an unfair business advantage. Bribes may include money, expensive gifts, extravagant travel or entertainment, employment opportunities, and political or charitable donations. A kickback is money or a gift of anything of value returned or paid as a reward for awarding or fostering business.

We expect you to implement your own anti-corruption policies and procedures, which include conducting appropriate due diligence for any sub-vendors that will perform work for LUMA and maintaining accurate books and records.

Exchanging Business Courtesies

In the course of conducting business for LUMA, you may exchange business courtesies to build goodwill and positive working relationships at the Company. However, such exchanges must not be used to improperly influence a business decision or create a sense of obligation. Although nominal promotional items or business courtesies of modest value may be acceptable in certain situations, they are never required to do business with LUMA.

Even the appearance of impropriety can damage your and LUMA's reputations. Any business gifts or entertainment you give or offer to LUMA employees must be reasonable and comply with local law and the LUMA employee Code. Such courtesies must not be provided frequently. Extravagant gifts and entertainment, cash, cash equivalents, gift cards or discounts not available to all employees are prohibited, whether they are provided directly to LUMA employees or indirectly via third parties or family members.

Relationships with Governmental Authorities

LUMA often interacts with Puerto Rico's regulatory and other governmental authorities that are responsible for laws, regulations, and policies that affect the Company, such as:

- The Puerto Rico Public-Private Partnerships Authority ("P3 Authority")
- The Puerto Rico Electric Power Authority ("PREPA")
- The Puerto Rico Energy Bureau ("PREB")
- The Financial Oversight and Management Board for Puerto Rico ("FOMB")
- The Federal Emergency Management Agency ("FEMA")

In your work with LUMA, you may encounter government officials or employees from these or other government agencies and departments. You must act with integrity when interacting with such governmental authorities and ensure that you comply with all applicable legal requirements. You must not make representations on behalf of LUMA without prior approval from the Company.

Providing a business courtesy to a government official or employee is subject to strict rules, including the Code of Ethics. You shall not provide any business courtesies to any government officials or make any donations or contributions to any political party or candidate or for any political initiative on LUMA's behalf without prior approval from the Company.

Trade Controls

LUMA complies with all applicable laws and regulations that govern international trade, including import and export controls and economic sanctions promulgated by the U.S. Treasury Department, Office of Foreign Assets Control. We expect our vendors to be knowledgeable of and abide by these laws when applicable. You must not engage in transactions with any sanctioned parties or facilitate transactions with third parties that involve sanctioned parties.

SUPPORTING OUR COMMUNITIES

We invest in our local communities and provide the best service to our customers.

Environment and Sustainability

LUMA recognizes the importance of safeguarding the environment for future generations. We are committed to reducing our environmental impact and we actively seek vendors that operate in an environmentally responsible manner. Because we care about protecting the environment, we expect our suppliers to:

- Commit to and promote environmental compliance.

- Comply with local, Commonwealth and federal environmental laws, regulations and government orders, permits, authorizations and other legal obligations.
- Assist in finding efficient and effective solutions to environmental issues.
- Report environmental incidents in accordance with policies.
- Respond quickly and effectively to environmental incidents involving work sites and/or equipment in accordance with LUMA's policies.
- Be familiar with and comply with all LUMA environmental systems, procedures, plans and programs in effect and applicable to their work situation.
- Implement systems and procedures to minimize activities that pose a threat to the environment and provide training on the same.
- Ensure safe and appropriate management and disposal of waste.

Local Goods and Services

LUMA is committed to investing in the people of Puerto Rico. We support local businesses and provide them with fair opportunities to bid and acquire contracts. We expect our vendors to share this commitment to seek, use and develop a local supply chain while performing work for LUMA.

PROTECTING OUR COMPANY RESOURCES

We use assets, systems, processes and data responsibly.

Asset Management

Responsible management of assets that are owned by LUMA as well as assets that are entrusted to us by PREPA is vital to the performance of our work. Such assets include equipment, tools, vehicles, offices and yards, funds, documents, networks, systems and software, confidential information, sensitive information and intellectual property. As a LUMA vendor, your services may affect electric utility service and be subject to utility regulation, including oversight from the P3 Authority and the PREB. You are expected to safeguard the assets managed by LUMA and only use them with Company approval and for legitimate business purposes; they should be protected from misuse or theft.

Data Protection

Information systems managed by LUMA, and the data we store on these systems, are valuable assets, many of which are used to carry out critical utility activities. You have a duty to maintain the security and integrity of these systems and to abide by all information protection and privacy laws that apply to your relationship with us.

If you provide information systems services to LUMA, or you connect to information systems managed by LUMA, you will be expected to implement and maintain a cybersecurity system designed to prevent unauthorized access to these systems, as well as your own. In such cases, LUMA has the right to screen your systems for compliance and security purposes prior to engagement. You must notify LUMA

immediately if any information we provided or gave you access to has been, or is suspected of being, lost, stolen, or inappropriately disclosed.

All information that is created, stored and transferred using systems and networks managed by LUMA is Company or PREPA property. LUMA may authorize individuals to monitor equipment, systems and network traffic to ensure that these systems have not been compromised or to see if there has been improper or inappropriate use of Company or PREPA resources. You should not expect privacy when using LUMA's systems to access, download or transmit information.

Confidential Information

In the course of your work for LUMA, you may have access to the Company's or PREPA's confidential, non-public information. This can include financial information, business or strategic plans, customer lists, terms or rates offered to customers, pricing and technological innovations. You must protect the confidentiality of this information and you must not disclose it to anyone outside the Company unless the Company authorizes you to do so or it is required by law.

Sometimes our customers or other vendors will provide us with their own confidential information, in furtherance of our business relationships with them. You must always respect and protect the confidential information of our customers and other vendors and abide by any confidentiality obligations to which you have agreed. Any media inquiries related to confidential, non-public information about LUMA or its operations should be referred to the Company's Communications Department.

Data Privacy

We respect the privacy of the personal information of our employees, customers, and vendors. You have a shared responsibility to protect this information against inadvertent or inappropriate disclosure. You must handle such information in compliance with applicable laws and LUMA's policies and IT security requirements. LUMA reserves the right to analyze your security system to ensure that any personal information we disclose to you will be adequately protected. You must not share such information with third parties without LUMA's express approval. Any potential compromise to the confidentiality or the security of personal information should be immediately reported to LUMA's IT—OT Department.

Record Retention

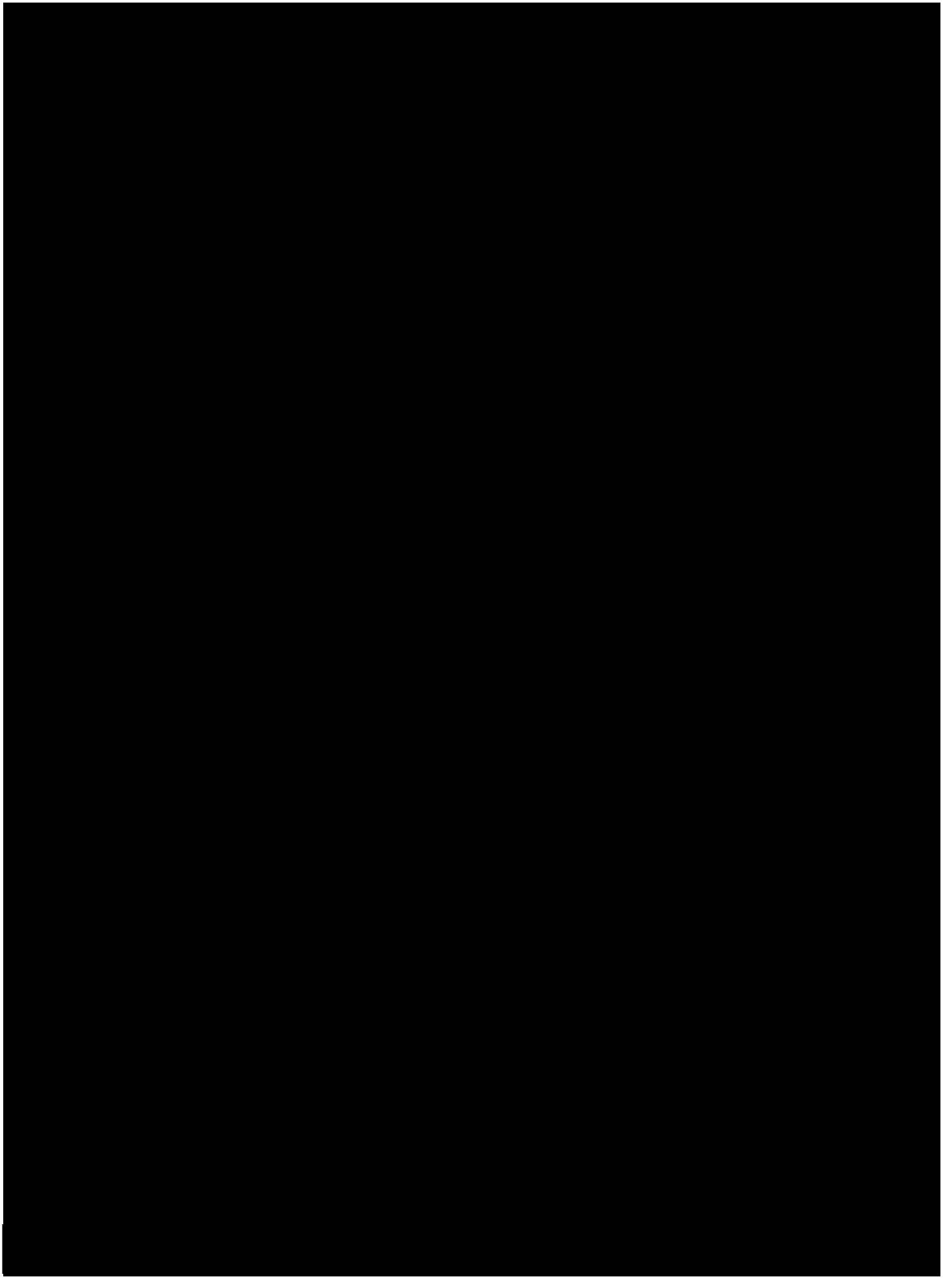
We maintain Company records, in paper and electronic form, for as long as required by law and as necessary for our business purposes. During the course of your work for LUMA, you may generate or receive information or records related to the Company. You must follow all applicable laws and contractual requirements in creating, maintaining and disposing of these records. The destruction of personal information must be previously authorized to implement any necessary safeguards and must be documented in compliance with law.

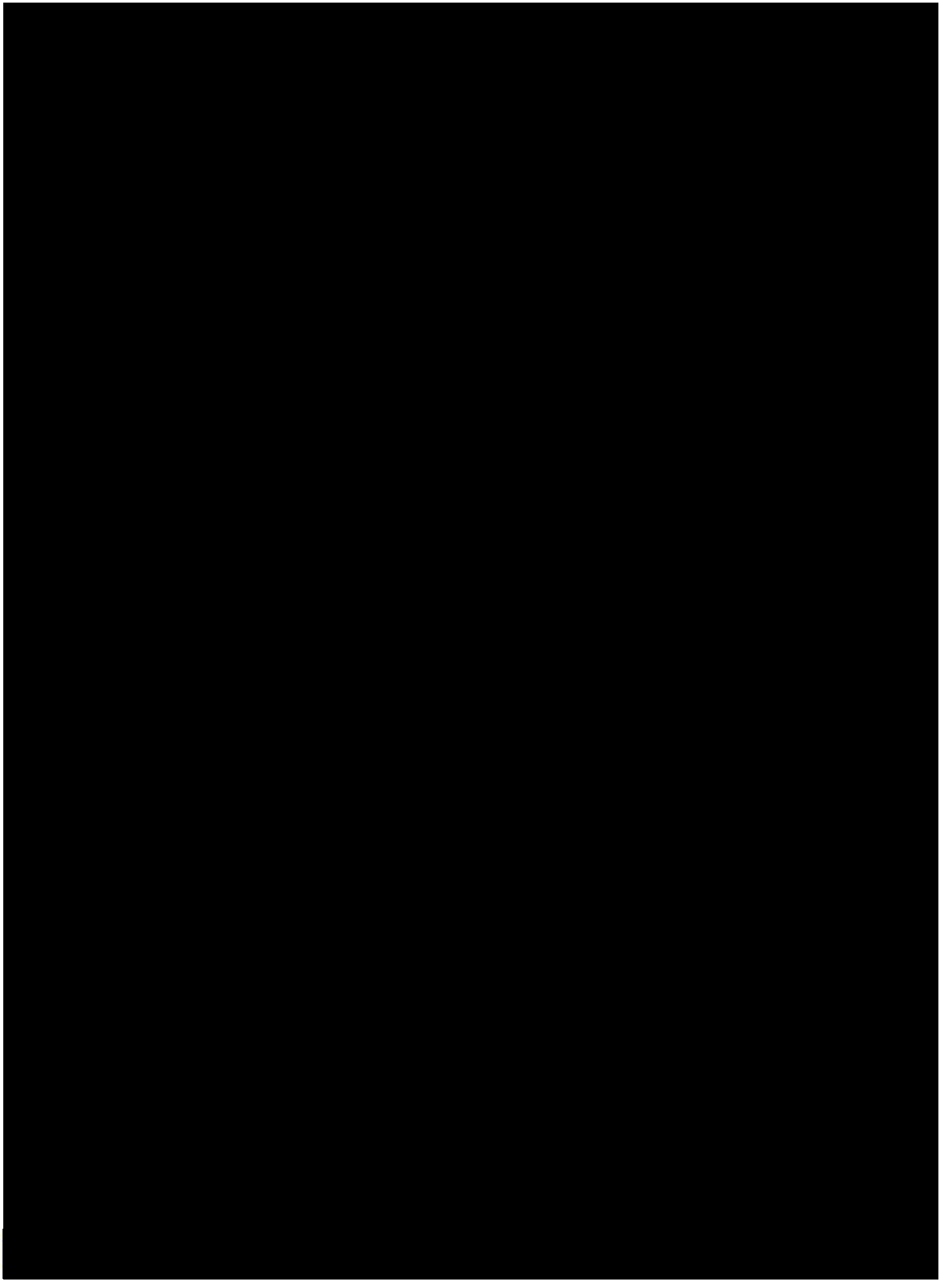
You must not destroy or discard any records related to your work for LUMA that are subject to an internal or government investigation, or to any other legal or administrative proceeding. If you receive a subpoena or a request from someone outside LUMA for a document or record, notify your contact at LUMA.

Financial Reporting

Accurate, reliable, and timely records and disclosures are critical to meeting LUMA's financial, legal and management obligations. Records prepared for LUMA, including records of work time and expenses, must be accurate and complete. You must ensure that you have appropriate authorization for each work order or

purchase requisition and that you maintain appropriate supporting documentation. You must comply with generally accepted accounting principles, as well as your internal accounting policies and system of internal controls.





MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (this "Agreement") is made and entered into as of the __ day of May, 2024 (the "Effective Date"), by and between **PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rico ("PREPA" or "Owner"), represented herein by its agent, **LUMA ENERGY SERVCO, LLC** ("Operator" or "LUMA"**)**, and **XPERT'S LLC** a limited liability company organized under the laws of Puerto Rico ("Contractor"). Each of PREPA and Contractor are sometimes referred to herein as a "Party" and together as the "Parties".

RECITALS

WHEREAS, LUMA was retained by PREPA and the Puerto Rico Public-Private Partnerships Authority ("Administrator"), under the Operation and Maintenance Agreement dated as of June 22, 2020, as amended from time to time in accordance with its terms (collectively the "OMA"), pursuant to which LUMA provides certain services to PREPA and Administrator as more specifically set out therein;

WHEREAS, in accordance with the terms and conditions of the OMA, and for the avoidance of doubt, LUMA is acting solely as agent to PREPA, and is not for itself or on its own behalf a party to this Agreement.

WHEREAS, PREPA, by virtue of its enabling act, Act Number 83 of May 2, 1941, as amended ("Act 83"), has the authority to engage professional, technical and consulting services and such other services necessary and convenient to pursue the activities, programs, and operations of PREPA;

WHEREAS, Contractor is a provider of certain vegetation clearing services;

WHEREAS, the Parties desire to enter into this Agreement to provide for, among other things, the performance by Contractor of certain vegetation clearing services, such as land clearing, line clearing work, access and debris management for federally funded projects for future emergency situations (the "Emergency Services") and to provide services related to past declared emergency events for permanent works, and for projects to restore facilities damaged by disasters and to prevent future damage similar to that caused by declared events (the "Permanent Works" and, together with Emergency Services, the "Services") for PREPA as required from time to time and on an individual project-by-project basis in the Contract Award Assigned Areas and in accordance with the Scope of Work attached hereto as Exhibit A ("SOW") For the purposes of this Agreement the Contract Award Assigned Areas shall mean: all sectors of Puerto Rico, including Culebra and Vieques, as assigned in each Task Order;

WHEREAS, PREPA finds it in its best interest to procure the Emergency Services through prepositioned contracts to perform the necessary work during emergency periods so as to not have to rely on emergency procurement to alleviate an immediate threat to life, public safety and other dangerous situations; and

WHEREAS, the Services will be provided on a time and materials basis pursuant to Exhibit D – Fees, and in compliance with LUMA's Guidelines for Time & Material Contracts (the "Guidelines").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

1. Interpretation and Construction of this Agreement.

1.1 The Recitals above are included as an integral part of the terms and conditions of this Agreement.

1.2 As long as the OMA is in effect, (i) all provisions hereunder relating to PREPA taking any action, receiving any notice or disclosure, making any determination (including but not limited to the termination of the Agreement), or otherwise referencing PREPA as beneficiary of the terms and conditions of the Agreement, shall be understood to refer to LUMA, acting on PREPA's behalf and (ii) all references to "LUMA" shall be understood to mean LUMA on its own behalf, as third party beneficiary of this Agreement. For the avoidance of doubt, PREPA (directly and not through LUMA as its agent) is prohibited from taking any action or giving any consent hereunder as long as the OMA is in effect. For the further avoidance of doubt, LUMA shall have no liability hereunder except in case of gross negligence or willful misconduct for any actions it may take on PREPA's behalf, and all such liability shall be exclusively PREPA's.

1.3 Exhibits, Annexes and Task Orders. The Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. In the event of an irreconcilable conflict, discrepancy, error or omission, the following descending order of precedence will govern: (i) Exhibit G – Federal Contracting Clauses, (ii) Exhibit E- Government Contracting Requirements, (iii) this Agreement and (iv) the remaining Exhibits. Once Task Orders have been executed, if there are any conflicts between the terms and conditions specified in this Agreement and those specified in an executed Task Order, those specified in this Agreement shall govern.

1.4 Construction. For purposes of this Agreement: (i) "include", "includes" or "including" shall be deemed to be followed by "without limitation"; (ii) "hereof", "herein", "hereby", "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) reference to a gender includes all genders; (iv) "any" shall mean "any and all"; (v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented and modified in effect from time to time in accordance with its terms; (vi) reference to any Applicable Law means such Applicable Law as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder; and (vii) reference to any Person at any time refers to such Person's permitted successors and assigns.

1.5 Days and Time. All references to days herein are references to calendar days, unless specified as Business Days, and, unless specified otherwise, all statements of or references to a specific time in this Agreement are to Atlantic Standard Time.

1.6 Negotiated Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement with the benefit of competent legal representation, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions hereof.

2. Performance of Services.

2.1 Performance of Services.

(a) Contractor shall provide PREPA with the Services as specifically set forth in task orders agreed to in writing and signed by both Parties from time to time in substantially the form attached hereto as Exhibit B (each, a "Task Order"); provided, however, that neither this Agreement, nor the Term Commencement Notice (as defined herein below), shall in any way obligate PREPA to enter into any Task Order. Contractor shall complete performance of the Services as set forth in each Task Order and in compliance with all applicable laws, including but not limited to the Endangered Species Act, rules, regulations, court orders and, to the extent the Services are subject to rules of ethics of a profession, comply with any such applicable rules. To the extent applicable, Contractor acknowledges and accepts that its members and owners understand the rules of ethics applicable to their profession and assume responsibility for their own actions. Contractor shall use the best practices acknowledged in the industry and adhere to express specifications and policies regarding the performance and delivery of the Services, as indicated in the Task Orders. For the avoidance of doubt, PREPA shall not issue Task Orders hereunder prior to providing Contractor with written notice confirming Term commencement (the "Term Commencement Notice").

(b) Contractor acknowledges and agrees that notwithstanding PREPA's execution of this Agreement, PREPA has the right to retain any other party to execute any of the Services, and that Contractor is in no way guaranteed any work and that it will only be entitled to perform Services if PREPA elects to issue a Task Order and then only upon the Parties agreeing to the applicable Task Order in the manner specified in this Agreement.

(c) Contractor acknowledges and accepts that PREPA may have entered into, or will enter into, vegetation clearing services agreements with other contractors to provide an expedited method for procuring similar or related services. Accordingly, PREPA may award other contracts for additional work to other contractors. Contractor agrees to cooperate with such other contractors as may be reasonably directed by PREPA. Contractor shall not commit or permit any acts that interfere with the performance of work by any other contractor, and PREPA shall take reasonable measures to ensure other contractors do not commit or permit any acts that interfere with the performance of the Services by Contractor.

(d) Contractor shall not perform any Services until such time as PREPA issues a Task Order and Contractor agrees in writing to perform such Services, and then only in respect of the Services provided for therein. Contractor acknowledges and agrees that the determination of whether and when any Task Order will be issued shall be solely within PREPA's discretion. PREPA shall issue Task Orders for the Services in a reasonable and non-discriminatory manner. Further, Contractor acknowledges and agrees that upon receipt of any Task Order from PREPA and acceptance by Contractor of same, it shall be required to perform the applicable Services as directed therein. For clarity, Contractor shall not proceed with any Services, and shall not be entitled to any compensation for any Services, unless and until the Task Order for such Services has been executed and delivered by the Parties in the manner set forth herein.

(e) Unless otherwise agreed to by the Parties, Contractor will mobilize personnel and equipment for performance of Emergency Services within 72 hours following acceptance of the Emergency Services Task Order, provided, however, it shall not be required to mobilize if it is deemed unsafe to travel.

(f) Contractor will adhere to the following industry standards and best practices: ANSI Z133 Safety Requirements for Arboricultural Operations (2017), ANSI A300 Tree, Shrub. and other Woody Plant Maintenance - Standard Practices and International Society of Arboriculture Best Management Practices.

(g) In addition, the Services may be subject to additional PREPA oversight in compliance with PREPA's "Contract Oversight Plan" (as defined in the Guidelines) which may be amended adopted and/or amended by PREPA at its sole discretion.

2.2 Task Order Changes. From time to time, the Parties may mutually agree to execute order changes to meet changing requirements through change orders (each, a "Change Order") signed by both Parties. If a change is requested by Contractor, such Change Order request must include (i) reason for the Change Order, (ii) description of remaining scope, schedule, and forecasted cost, (iii) impact of not performing such change order and (iv) any and all other documentation as reasonably required by PREPA. Upon execution of the agreed upon Change Order, it will become a part of the relevant Task Order. Notwithstanding anything to the contrary in this Agreement, PREPA, in its sole discretion, can permit work to be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting a breach or otherwise invoking applicable remedies against the Contractor.

2.3 Relationship Manager. Contractor shall designate a relationship manager (the "Relationship Manager") who shall serve as the main contact for Contractor and be responsible for all questions relating to the implementation of this Agreement and any subsequent Task Order or Change Order. Contractor shall instruct its personnel that any and all questions with respect to the Services shall be addressed with, and directed to, the Relationship Manager.

2.4 Personnel.

(a) The persons designated by Contractor to perform the Services shall have the appropriate technical and professional skills to enable them to perform the Services in a professional manner, consistent with generally accepted industry standards. Contractor shall not subcontract any of the Services without PREPA's prior written consent, which consent may be withheld in PREPA's sole discretion. Contractor shall retain full responsibility to PREPA under this Agreement for all matters related to the Services notwithstanding the execution or terms and conditions of any subcontract. No failure of any subcontractor used by the Contractor in connection with the provision of the Services shall relieve the Contractor from its respective obligations hereunder to perform the Services. The Contractor shall be responsible for settling and resolving all subcontractor claims arising out of delay, disruption, interference, hindrance, or schedule extension caused by Contractor or inflicted on Contractor or a subcontractor by the actions of another subcontractor.

(b) Contractor shall take a proactive approach to safety and strictly enforce safe work practices and comply with Exhibit C – Health, Safety and Environmental Obligations. The Contractor shall take responsibility for ensuring all workers consistently follow applicable safety laws. regulations. standards, and practices. The Contractor shall follow all applicable safety laws. regulations. standards, and industry practices including ANSI Z133; OSHA 1910.269, PR OSHA requirements. Contractor shall have the duty to stop work and initiate correction through the approved process if an unsafe work practice or safety hazard exposure is observed. The Contractor shall develop, amend as required, and follow a work plan emphasizing safe work practice.

(c) The Contractor guarantees that it currently has employed those full time equivalent personnel ("Contractor Resources") necessary and/or required to complete the Services contemplated under the Agreement. PREPA expects that Contractor will be able to provide a minimum of 60 Contractor Resources to complete the Services. Specific assignment of Contract Resources and ramp up times shall be agreed to by the Parties in each Task Order. For Emergency Services, Contract Resources must include at least one Qualified Line Clearance Arborist ("QLCA") or a QLCA trainee under the direct supervision of a QLCA.

3. Compensation.

3.1 Fees for Services.

(a) Fees for Services provided during the Initial Period will be billed pursuant to Exhibit D – Fees. Fees for Services provided in any Additional Period will be subject to an annual increase in an amount mutually agreed by the parties not to exceed 2.5% of the amounts listed in Exhibit D – Fees.

(b) The total amount to be paid by PREPA for Services and reimbursements of approved expenses provided hereunder shall in no event exceed **FIFTY TWO MILLION DOLLARS ($52,000,000)** (the "Contract Ceiling"). Each executed Task Order budget shall be deducted from the Contract Ceiling. The Contract Ceiling shall not be exceeded without prior written approval by PREPA, as evidenced by a written amendment to this Agreement. Contractor exceeds the Contract Ceiling at its own risk. This Agreement alone, without Task Orders or Change Orders is no guarantee of work. Prior to the issuance of any Task Order, the Agreement price is $0. The Contractor shall immediately notify PREPA when the aggregate billing or costs incurred under this Agreement amounts to (i) fifty percent (50%), (ii) seventy-five percent (75%), ninety percent (90%) and (iii) one hundred percent (100%) of the Contract Ceiling. In addition, Contractor shall present an itemized list of the remaining Services under the Agreement and/or Task Order, as applicable.

(c) PREPA shall not reimburse Contractor expenses unless previously approved in writing by PREPA.

3.2 Documentation. Contractor will be responsible for ensuring all Services and expenditures are duly documented in compliance with federal reimbursement standards, as referenced in Exhibit G. Lack of documentation will be considered cause to withhold payment per Section 3.4.

3.3 Payment for Services. **Registration at the Office of the Comptroller. PREPA shall submit this Agreement for registration with the Office of the Comptroller of Puerto Rico, in accordance with the provisions of Act No. 18 of October 30, 1975, as amended, and provide evidence of such filing to Contractor. Such filing shall be made no later than fifteen (15) days from the date hereof. The Parties agree that no performance of either Party's obligations hereunder may be required by the other Party until the Agreement has been signed by both Parties and submitted for registration as described above, and evidence of such registration shall be provided to Contractor.**

3.4 Invoices.

(a) Unless otherwise set forth in a Task Order, Contractor shall submit invoices to PREPA for the Services upon completion of each Task Order, detailing the amounts payable thereunder. PREPA shall approve, in whole or in part, Contractor invoices within thirty (30) days following its receipt of each such invoice (the "Approval Period"). If PREPA does not provide Contractor with written notice of disapproval within the Approval Period, such invoice shall be deemed approved. PREPA shall remit payment to Contractor within forty-five (45) days of approval of each invoice provided that PREPA may withhold payment of any amounts that are disputed by PREPA in good faith pending resolution of the dispute. In case of a dispute, PREPA shall notify Contractor of the disputed element and once the dispute is resolved according to Section 14 hereof, PREPA shall make the payment agreed to by the Parties within ten (10) days following resolution.

(b) PREPA shall pay Contractor for the Services provided hereunder as specified in each applicable Task Order. Invoices must have the following information in order for payment to be made: (i) invoice number; (ii) invoice date; (iii) date(s) that the Services were provided; (iv) detailed description of the Service provided (including whether the Services are Emergency Services or Permanent Works) or milestones completed/delivered, as applicable; (v) itemized invoice amount; (vii) reference to the applicable Task Order; and (viii) copies of timesheets with hourly breakdowns by employee; (ix) evidence of vehicle usage, including mileage, if applicable; (x) any and all other documentation as required by applicable federal, state, and local law, rules or regulations; and (xi) the following certification: "*We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into this Master Services Agreement by and among the Puerto Rico Electric Power Authority ("PREPA") and Xpert's LLC dated [•](the "Agreement"). The only consideration to be received for the Services (as defined in the Agreement) are the agreed-upon fees that have been negotiated with PREPA as specified in the Agreement. The total amount shown on this invoice is true and correct. The Services were provided, and no payment has been received.*"

(c) All payments made by PREPA for services rendered and work performed under each Task Order will be subject to a ten percent (10%) retainage ("Retainage") until substantial completion and acceptance of the Services. Retainage shall be payable as follows:

(i) Once the Services requested under a Task Order are completed by Contractor and accepted by PREPA, Contractor will present a final invoice requesting release of said Retainage, accompanied by a Waiver Letter issued by the "Corporación del Fondo del Seguro del Estado" certifying that Contractor complied with its legal obligation to insure its employees and accordingly paid the associated premiums with said Task Order.

(ii) Upon receipt of said Waiver, PREPA shall pay to the Contractor all Retainage in respect of such Task Order, minus the corresponding deductions (if any), within a reasonable period of time (not to exceed forty-five (45) days) after the latest to occur of (i) PREPA's written acceptance of the Services under such Task Order and (ii) receipt by PREPA from the Contractor of the Completed Work Package as provided in Exhibit A.

(d) All payments to be made under this Agreement will be charged to the following accounts :

Number	Description
14F019300000	Region 1 San Juan Distribution - Group A
14F019550000	Region 2 Arecibo Distribution - Group A
14F019500000	Region 3 Bayamon Distribution - Group A
14F019450000	Region 4 Caguas Distribution - Group A
14F019400000	Region 5 Mayaguez Distribution - Group A
14F019350000	Region 6 Ponce Distribution - Group A
14F019320000	Region 1 San Juan Transmission 38kV - Group B
14F019570000	Region 2 Arecibo Transmission 38kV - Group B
14F019520000	Region 3 Bayamon Transmission 38kV - Group B

14F019470000	Region 4 Caguas Transmission 38kV - Group B
14F019420000	Region 5 Mayaguez Transmission 38kV - Group B
14F019370000	Region 6 Ponce Transmission 38kV - Group B
14F019330000	Region 1 San Juan Transmission 38kV/Distribution - Group C
14F019580000	Region 2 Arecibo Transmission 38kV/Distribution - Group C
14F019530000	Region 3 Bayamon Transmission 38kV/Distribution - Group C
14F019480000	Region 4 Caguas Transmission 38kV/Distribution - Group C
14F019430000	Region 5 Mayaguez Transmission 38kV/Distribution - Group C
14F019380000	Region 6 Ponce Transmission 38kV/Distribution - Group C
14F019310000	Region 1 San Juan Transmission - 115kV
14F019560000	Region 2 Arecibo Transmission - 115kV
14F019510000	Region 3 Bayamon Transmission - 115kV
14F019460000	Region 4 Caguas Transmission - 115kV
14F019410000	Region 5 Mayaguez Transmission - 115kV
14F019360000	Region 6 Ponce Transmission - 115kV
14F019590000	All regions 230kV Transmission
14F019290000	Region 1 San Juan Substation/Telecom
14F019540000	Region 2 Arecibo Substation/Telecom
14F019490000	Region 3 Bayamon Substation/Telecom
14F019440000	Region 4 Caguas Substation/Telecom
14F019390000	Region 5 Mayaguez Substation/Telecom
14F019340000	Region 6 Ponce Substation/Telecom

3.5 Withholdings. The Contractor is an independent contractor and, as such, shall be responsible for the payment of all of its taxes and any applicable withholdings under the Puerto Rico Internal Revenue Code of 2011 and its regulations, as amended ("PRIRC"), the U.S. Internal Revenue Code- of 1986, as amended, or any state, territory or local tax statutes. No withholdings or deductions shall be made from payments to the Contractor for services rendered by Contractor, except for those required by any federal, state, territory, or local statutes, such as the PRIRC and Act No. 48-2013, as amended. In particular, when invoicing, the Contractor will allocate fees between those relating to activities undertaken by the Contractor outside Puerto Rico and constituting gross income from sources without Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. If the Contractor is not engaged in a trade or business in Puerto Rico, it will be deemed to be treated as a Puerto Rico non-resident for purposes of the PRIRC, and, therefore, PREPA shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Puerto Rico, in accordance with Section 1062.11 of the PRIRC, 13 L.P.R.A. Sec. 30281. PREPA shall remit and deposit with the Secretary of the Treasury of Puerto Rico any applicable withholdings or deductions made on payments to the Contractor. Pursuant to Act No. 48 of June 30, 2013, as amended, and Administrative Determination No. 13-14 ("AD No. 13-14") issued by the Puerto Rico Treasury Department (PRTD), payment for the Services may be subject to a one point five percent (1.5%) withholding (the "Special Tax") for employing specialized cleaning personnel. The Parties have agreed that PREPA shall retain an amount equal to the Special Tax from each invoice until such time as the PRTD determines whether or not the Services are subject to such Special Tax. PREPA represents that it has, or will in a timely manner, ask for a formal written determination from the PRTD on this matter. In the event the PRTD ruling concludes that the Services are not subject to the Special Tax, PREPA shall release all related

retained amounts to Contractor within thirty (30) days of receiving the PRTD ruling. Withholding requirements will be adjusted pursuant to any amendments to the PRIRC.

The Contractor represents and warrants that it has and shall continue to pay all taxes and other such amounts required by federal, state, territory and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

4. Representations and Warranties.

4.1 No Conflicts; Authority. The execution, delivery and performance by Contractor of this Agreement and any applicable Task Order, does not and will not breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any consent under, or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of, any agreement affecting Contractor's ability and power to perform hereunder. Contractor has all the authority and power necessary to execute, deliver and perform this Agreement without the need to obtain the consent of any person or entity, or if required it has been obtained and documented.

4.2 Quality of Services. Contractor represents, warrants and covenants to PREPA that the Services performed hereunder shall (i) be of professional quality, consistent with generally accepted industry standards and expectations for work of a similar nature, (ii) comply with all specifications and any other written documentation agreed upon by the Parties and (iii) be performed in accordance with applicable law, including but not limited to the Endangered Species Act of 1973, as amended, and each Task Order. In the event the Services provided by Contractor breach the foregoing warranty, Contractor shall promptly reperform such Services in breach of said warranty, at no additional cost to PREPA or, failing such reperformance, refund to PREPA all amounts paid by PREPA for such Services.

4.3 Outages and Damages to Third Parties. If, in the provision of the Services, Contractor causes an outage, Contractor shall reimburse PREPA for any reasonable expenses directly related to PREPA's correction of such outage. For the avoidance of doubt, third party losses related to such outages shall not be deemed PREPA expenses. If, in the provision of the Services, Contractor causes any damage to the property of third parties or to their persons, Contractor shall be solely liable for any repairs and/or monetary damages payable to such third party.

5. Ownership of Intellectual Property. PREPA has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by PREPA, its employees or agents (other than Contractor) ("PREPA IP"), including without limitation PREPA IP developed and/or owned prior to the Effective Date and intellectual property developed by PREPA, its employees or agents during or after the Term independently of this Agreement.

Contractor shall not have or obtain any right, title or interest in or to any PREPA IP. The Services provided by Contractor hereunder shall be deemed "work made for hire" in PREPA's favor. Other than such "work made for hire" in PREPA's favor that may be hired under this Agreement, Contractor has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by Contractor, its employees or agents prior to the Effective Date and intellectual property

developed by Contractor, its employees or agents, during or after the Term, independently of the works made for hire for PREPA under this Agreement ("Contractor IP").

6. Confidential Information.

6.1 Confidential Information. Contractor acknowledges that during the Term of this Agreement, it may develop or be exposed to Confidential Information of PREPA or LUMA. Contractor agrees at all times during the Term of this Agreement and thereafter, to hold in strictest confidence, and not to use, or to disclose to any person, firm, corporation or other entity, without written authorization of PREPA, any Confidential Information. As used herein, "Confidential Information" means (i) with respect to LUMA: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential, and whether or not disclosed or learned prior to the execution of this Agreement) disclosed to Contractor or its personnel by or on behalf of LUMA or any of LUMA's affiliates, or learned by Contractor or its personnel during the course of performing the Services, including all offers, maps, reports, assay or other statistical, geological, or geophysical data, technical data, financial, operating, or other information, in each case related to the business, operations, assets, or affairs of LUMA or any of LUMA's affiliates, or confidential information of third parties to whom LUMA or any of LUMA's affiliates owes an obligation of confidence, to the extent notice of such obligation is given to Contractor, and any derivatives of any such information; and (ii) with respect to PREPA: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential and whether or not disclosed or learned prior to the execution of this Agreement) disclosed to Contractor or its personnel by or on behalf of PREPA, or learned by Contractor or its personnel in the course of performing the Services, deemed information that if disclosed would pose a threat to public security and/or safety, or any other information considered PREPA's privileged or confidential information pursuant to applicable Law.

6.2 Return of Confidential Information. Contractor shall retain Confidential Information related to a Task Order only for so long as is necessary to provide the Services under such Task Order. Upon completion of such Services, Contractor shall turn over to PREPA (and will not keep in its possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by or otherwise belonging to PREPA or LUMA. All derivative materials, including notes, memoranda, analysis and other internal documents developed using or in connection with the Confidential Information, and copies thereof developed in connection with the Services shall be considered Confidential Information and subject to the obligations of this article.

7. Conflict of Interest.The Contractor certifies that:

A. none of its representatives under this Agreement are employed by or receive payment or compensation for such employment from any governmental agency, body, public corporation or municipality of Puerto Rico;

B. no Puerto Rico government, PREPA or LUMA employee has any personal or economic interest in this Agreement;

C. it may have service contracts with other governmental agencies, bodies, public corporations or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for the Contractor, with PREPA or LUMA, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

D. at the time of execution of this Agreement, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest for the Contractor, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

E. it had no involvement in preparing the specifications or work statements contemplated under this Agreement;

F. it did not, prior to submitting a proposal, have access to another competitor's proprietary information that was obtained from a Puerto Rico government official, PREPA or LUMA without proper authorization; and

G. it did not, prior to submitting a proposal, have access to source selection information (i.e., information prepared for use by PREPA or LUMA for the purpose of evaluating a bids or proposals to enter into an agreement, if that information was not previously made available to the public or disclosed publicly) that is relevant to the Agreement but was not available to all competitors, and such information would assist that contractor in obtaining the contract.

(ii) The Contractor acknowledges that it has a duty of ethical behavior towards PREPA. Such duty includes that Contractor shall not have interests that conflict with PREPA's interests in this Agreement or the Services pursuant to this Agreement. Those conflicting interests include the following (which are illustrative and not exhaustive):

A. the representation of clients which have, or may have, interests opposed to those of PREPA in relation to the Services (if applicable based on the type of Services by Contractor);

B. when Contractor's conduct is described as such in the canons of ethics that may be applicable to the Contractor and its personnel or in the laws or regulations applicable to Contractor and its personnel assigned to the Services;

C. when the Contractor, persons that control Contractor, or Contractor's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to PREPA or LUMA or an employee, officer, director or agent of PREPA or LUMA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

(iii) The Contractor agrees to avoid even the appearance of a conflict of interest.

(iv) The Contractor shall have the continuous obligation to promptly disclose to PREPA if any relationship with third parties could represent a conflict of interest with PREPA in connection with the Agreement or the Services. In such case, and in the cases where PREPA or LUMA discovers the existence of such conflicting situation, the Contractor agrees that PREPA shall have the authority to determine, and inform the Contractor in writing, of PREPA's intention to terminate this Agreement within a thirty (30) day period of becoming aware of the conflicting situation. During said period, the Contractor may request a meeting with PREPA to present its position regarding the alleged conflict of interest, which meeting shall be promptly granted. In the event the Contractor does not request such a meeting during the aforementioned thirty (30) day period, or the

controversy is not satisfactorily settled during the referenced meeting, PREPA shall make a determination to terminate the Agreement.

(v) In the event that persons that control the Contractor, or any Contractor employee, director, or officer violates the provisions of this Section 7 and such actions are not cured or by their nature cannot be cured, it shall constitute a breach of this Agreement.

8. Non-Solicitation. During the Term of this Agreement and for a period of two (2) years thereafter, Contractor shall not, either directly or indirectly, (a) solicit, induce, recruit or encourage any of PREPA's or LUMA's employees to terminate his or her relationship with PREPA or LUMA (as the case may be), nor (b) hire or take away (or attempt to hire or take away) any such employee, either for Contractor or for any other person or entity. As used herein, "employee" shall include any person that was an employee of the PREPA or LUMA at any time during the six (6)-month period immediately prior to the date on which such solicitation or hiring takes place. The foregoing non-solicitation covenants shall not apply (1) to a party's public posting or notification of open positions, or (2) to a party's hiring of any employee or agent of the other party as a result of such public postings or notifications.

9. Non-Disparagement. Contractor shall not disparage PREPA or LUMA, or its services, products or other applications, or business.

10. Remedies for Breach of Sections 6, 8 and 9.

10.1 Equitable Remedies. Contractor agrees that violation of the provisions of Section 6, Section 8 and/or Section 9 may cause immediate and irreparable harm to LUMA and/or PREPA for which money damages may not constitute an adequate remedy at law. Therefore, Contractor agrees that, in the event it breaches or threatens to breach said provisions or covenants, PREPA and LUMA (for itself and/or on behalf of PREPA) shall have the right to seek, in any court of competent jurisdiction, an injunction to restrain said breach or threatened breach, without posting any bond or other security.

10.2 Miscellaneous. Should it become necessary for PREPA and/or LUMA to file suit to enforce the covenants contained herein, PREPA and/or LUMA shall be entitled to recover, in addition to all other damages provided for herein, the costs incurred in prosecuting said suit, including reasonable attorneys' fees. In the event that a court of competent jurisdiction shall determine that one or more of the provisions of Sections 6, Section 8 and/or Section 9 are so broad as to be unenforceable, then such provision shall be deemed to be reduced in scope or length, as the case may be, to the extent required to make such Sections enforceable. Contractor acknowledges and agrees that the provisions of Section 8 and/or Section 9 are reasonably designed to protect the valuable interests of PREPA and LUMA and are reasonable with respect to duration, geographical area and scope.

11. Relationship of the Parties.

11.1 Independent Contractor. Contractor agrees that this Agreement does not create an agent, representative or employer-employee relationship between the Contractor and PREPA or LUMA, and Contractor agrees not to hold itself out as an agent, representative or employee of PREPA or LUMA. Contractor also agrees that all services hereunder will be rendered by Contractor as an independent contractor. Contractor does not and shall not have any right or authority whatsoever to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of PREPA or LUMA or to bind PREPA or LUMA in any manner. The Services contracted for hereunder and under any Task Order shall be on a non-exclusive basis, and PREPA shall be free to contract with one or more other persons for the performance of the same or similar services, or to perform such services directly.

11.2 Employee Benefits. Neither Contractor nor any persons designated by Contractor to perform the Services shall be eligible to participate in any employee benefit programs and the like of PREPA or LUMA. Accordingly, Contractor acknowledges that no state worker's compensation, unemployment compensation, or disability laws are intended to apply to the services provided by Contractor as an independent contractor, and Contractor acknowledges that it shall be responsible for, and comply with, all applicable federal, state and local income or payroll tax requirements.

12. Term and Termination; Suspension.

12.1 Term. Unless earlier terminated as set forth herein, the period during which the Parties may enter into new Task Orders under this Agreement shall commence on the date PREPA issues the Term Commencement Notice and shall continue for an initial period of twelve (12) months (the "Initial Period"). The Agreement may be extended for two additional terms of twelve (12) months each (each an "Additional Period" and together with the Initial Period, the "Term"). The Initial Period and first Additional Period shall be extended unless, at least one hundred eighty (180) days prior to their respective expiration dates, either party gives the other party written notice of its intent not to extend. The extension of the Initial Period and the first Additional Period shall be documented in a written amendment signed by the Parties no later than the day before the expiration date. For the avoidance of doubt, no Task Order shall extend, or be issued, beyond the expiration of the Term or termination of this Agreement.

12.2 Termination for Convenience. PREPA may terminate this Agreement and any or all Task Orders (unless a different period is set forth in any Task Order), for any or no reason, by delivering thirty (30) days' prior written notice to Contractor. Any such termination shall be effective at the end of the calendar month in which such thirty (30) day period expires. Upon termination under this clause, the Contractor shall be paid for deliverables accepted by PREPA in accordance with the terms of this Agreement and any reasonable costs that cannot be avoided and are approved pursuant to a termination settlement proposal, as described herein below.

(a) All termination costs claimed by the Contractor must be adequately supported in a termination settlement proposal which the Contractor shall submit to PREPA within thirty (30) days of the effective date of the termination for convenience.

(b) These termination costs, as agreed in the termination settlement proposal, will be treated as reimbursable costs. These costs must be supported by, at a minimum, copies of invoices, proof of payment of invoices and prior written approval from PREPA, at no mark up or benefit to Contractor or its related parties. PREPA will validate the termination settlement proposal and supporting documentation with its internal resources and approve accordingly.

(c) PREPA shall have thirty (30) days from receipt of the termination settlement proposal to approve or reject, in whole or in part, the termination settlement proposal.

12.3 Termination for Cause. PREPA may terminate this Agreement, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of this Agreement's terms and conditions, or fails to provide PREPA, upon request, with adequate assurance of future performance. In the event of a termination for cause, PREPA shall not be liable to the Contractor for any amount of products, supplies, items or services not accepted, and the Contractor shall be liable to PREPA for any and all rights and remedies provided by law.

12.4 Cooperation. If PREPA terminates or suspends this Agreement or any Task Order, Contractor will assist PREPA in the orderly termination or suspension of the Services, including timely

transfer of the Services to another provider designated by PREPA; provided, however, that PREPA will reimburse Contractor for the actual reasonable and agreed costs of rendering such assistance.

13. Insurance. Contractor, at its sole cost and expense, shall at all pertinent times during the Term of this Agreement possess the insurance coverages and bonding requirements set forth in Exhibit F, and/or such other coverages as may be specified in any Task Order.

14. Indemnification; Limitations on Liability.

14.1 Indemnification for Certain Claims. Contractor (in such capacity, the "Indemnifying Party") will defend PREPA and its clients, customers, affiliates, and their respective directors, officers, employees and agents (each, an "Indemnified Party"), from and against any threatened or actual third-party suit, proceeding, claim or demand of any nature against an Indemnified Party in which it is alleged that (a) any Services or materials provided pursuant to this Agreement by the Indemnifying Party infringes any patent, copyright, trade secret or other intellectual property right of a third party or (b) negligence or willful misconduct on the part of the Indemnifying Party or its employees or agents has resulted in bodily injury to any person or damage to any tangible property (each of (a) and (b), a "Third-Party Claim"). In addition, the Indemnifying Party will indemnify and hold harmless the Indemnified Party from and against any and all damages, costs and other amounts (including, without limitation, reasonable attorneys' fees) suffered or incurred by it in connection with (a) the adjudication or settlement of any Third-Party Claim, provided that the Indemnified Party gives the Indemnifying Party prompt notice of such action or proceeding, the Indemnifying Party has control over the defense or settlement of the claim or proceeding and the Indemnified Party cooperates with the Indemnifying Party in the defense of such claim or proceeding; or (b) any material breach by the Indemnifying Party of this Agreement or any Task Order.

14.2 Limitations on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL FEES PAID BY PREPA TO CONTRACTOR UNDER THE TASK ORDER THAT GAVE RISE TO SUCH CLAIM; PROVIDED, HOWEVER, SUCH LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE TO CONTRACTOR IN CASE OF ANY DAMAGES RELATING TO, OR RESULTING FROM FRAUD, NON-COMPLIANCE WITH APPLICABLE LAW, INCLUDING ENVIRONMENTAL LAWS, OR AS SET FORTH IN SECTION 4.3 OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION 14.2 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15. Dispute Resolution. If a dispute arises out of this Agreement or any Task Order, the Parties shall attempt to resolve the dispute first through direct discussion. If the dispute cannot be settled through direct discussion, then, except for the enforcement of remedies provided in Section 10, any such dispute shall be determined by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Such arbitration shall be conducted in San Juan,

Puerto Rico in the English language. The judgment of the arbitrators shall be final and binding on the Parties, and judgment upon the award rendered by the arbitrators may be entered and enforced by any court of the United States or any state thereof having jurisdiction.

16. Miscellaneous.

16.1 OMA acknowledgement; Assignment. By executing this Agreement, Contractor acknowledges and agrees that it has reviewed the OMA located at: https://aafaf.pr.gov/p3/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf pursuant to which LUMA has agreed to provide certain services to PREPA and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges and agrees that all warranties and other rights related the T&D System (as defined in the OMA), including contracts such as this Agreement, shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA. Contractor may not assign this Agreement without the prior written consent of PREPA.

16.2 Compliance with Applicable Law. Contractor represents, warrants and covenants as to the matters specified in Exhibit E – Government Contracting Requirements, which are requirements that PREPA is obliged by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).

16.3 Compliance with LUMA Policies. Contractor acknowledges and agrees that it shall abide by the LUMA Policies attached hereto as Exhibit H.

16.4 Third Party Beneficiaries. Except as set forth with respect to LUMA in this Agreement, the Parties do not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

16.5 Use of Name. Contractor shall not use the name, logo, trademarks or trade names of PREPA or LUMA in any publicity releases, promotional material, customer lists, advertising, marketing or business-generating efforts, whether written or oral, without obtaining PREPA's/LUMA's prior written consent, which consent shall be given at PREPA's/LUMA's sole discretion.

16.6 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by the internal laws of the Commonwealth of Puerto Rico without regard to its choice of law principles.

16.7 Notices. Any notice or other communication required or permitted by this Agreement shall be deemed to have been validly given if the same shall be mailed by registered, certified mail, postage prepaid, or electronic mail and addressed to the proper Party at the address provided below:

Puerto Rico Electric Power Authority
c/o LUMA Energy ServCo, LLC
1250 Avenida de la Constitución, 8th Floor
San Juan, PR 00907
Email: legal@lumapr.com

Xpert's LLC
771 Calle 1 Marginal Ave. Kennedy
MAI CENTER Ste 300
San Juan, PR 00920
Email: [redacted]

Att: [redacted], President

16.8 Sales and Use Tax. Contractor hereby acknowledges that pursuant to Section 4030.08 of the Code, PREPA is exempt from the payment of sales and use tax imposed by the Code and, therefore, Contractor shall not charge any sales and use tax for the Services performed under this Agreement.

16.9 Entire Agreement; Amendment. This Agreement, together with each Task Order, sets forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or contemporaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each Task Order may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the Parties. For the avoidance of doubt, a Task Order may not amend this Agreement.

16.10 Severability. Any portion or provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining portions or provisions of this Agreement or, to the extent permitted by law, rendering that or any other portion or provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

16.11 Waiver. Either Party's exercise or failure to exercise any right or remedy shall not preclude the exercise of that or any other right or remedy at any time. Failure by either Party to enforce its rights and remedies shall not constitute or be construed as a waiver or otherwise preclude such Party from enforcing the same, or other, rights and remedies in the future.

16.12 Counterparts. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile or by Portable Document Format ("PDF") or other electronic means and each such original, facsimile copy, PDF, or other electronic document when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

16.13 Headings. Any headings preceding any of the Sections hereof are inserted solely for convenience of reference, shall not constitute a part of the Agreement and shall not otherwise affect the meanings, content, effect or construction of this Agreement.

16.14 Time is of the Essence. Time is of the essences with respect to the performance of this Agreement and each subsequent Task Order or Change Order..

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed by their duly authorized representative as of the Effective Date.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC

By: [redacted]
Name: [redacted]
Title: [redacted]

By: [redacted]
Name: [redacted]
Title: Chief Executive Officer

06/05/2024

XPERT'S LLC
EIN: [redacted]

[redacted]

Title: President

EXHIBIT A

Scope of Work

The Scope of Work under this Agreement includes the following list. All Services shall be provided in accordance with all local, state, federal laws, regulations, executive orders, policies, procedures and directives.

- **Definitions:**
  - **Compatible Species –** Compatible Species are those that are congruent with the intended use of the site, and include small trees, shrubs and herbaceous vegetation that will never grow into conflict with overhead conductors.
  - **Clearing** – Includes the following activities (not all activities will be required for every Task Order):
    - Tree Removal: Qualified line clearance crews work at ground level or on aerial platforms to remove the portion of the tree that is above ground, leaving the stump in place. The stump is then treated with an herbicide to permanently eliminate the tree from the site.
    - Severing of Vines: Vines will be severed at the base with a 1 to 2 foot airgap created between the root system and the portion of the vine climbing on the structure. The stumps of vines that have been removed are typically treated with an herbicide to permanently eliminate them. Vines are severed and treated by qualified personnel working at ground level. The upper portion of the vine remains attached and is not removed.
    - Manual Cutting: Manual cutting typically involves the removal of small diameter Incompatible Species. Freshly cut stumps are treated with an herbicide to permanently eliminate the tree from the site.
    - Mechanical Mastication: Mastication work involves heavy clearing of trees using heavy equipment fitted with a variety of cutting heads capable or reducing standing trees to woody debris.
    - Use of Herbicides: While physically removing Incompatible Species addresses the immediate risk, cut vegetation will re-sprout and grow vigorously. Application of an herbicide eliminates the plant by killing the root system. Cut stump applications involve treating the cut face of the stump, remaining bark to ground line and the surface of any exposed roots.
    - Tree Pruning: Qualified personnel work from an aerial platform or while climbing within a crown of trees to prune the tree. All pruning work wounds the tree. Done poorly, pruning can result in an exaggerated regrowth response by adversely altering tree architecture and increasing exposure to decay organisms that can weaken the tree. These adverse consequences increase the likelihood of tree-initiated faults causing system interruptions and customer outages. Proper arboriculture techniques will be utilized.
  - **Debris Management** – Removal and disposal of debris in accordance with LUMA's "Debris Management Plan"
  - **Right of Way –** Is a real right that is established over the strips of portions of land where PREPA's facilities are located or will be located, such as: lines, poles, towers, equipment and accessories. These strips or portions of land are subject to the restrictions imposed in Regulation 7282, the Puerto Rico Civil Code and particular restrictions imposed at the time of acquisition. Rights-of-Way are established so that PREPA or its authorized representative has reasonable access to the electrical facilities of the Transmission and

Distribution System to, among other things, maintain, repair, improve, operate, and expand its facilities.

- **Incompatible Species –** Incompatible Species are those that are not congruent with the intended use of the site and include tall growing trees and other plant forms (e.g., bamboo and palms) with the potential to conflict with overhead conductors.
- **Hazard Tree –** Is defined as any vegetation materials that have been designated by a certified or licensed arborist or forester to be dead; likely to die or fail; or in a position that, under geographical or atmospheric conditions, could cause the vegetation to fall, sway, or grow into the powerline; and is likely to cause substantial damage to the powerline, disrupt powerline service; or come within the clearance distance defined for the voltage of the powerline.

- **Assessments – Prior to performing any field vegetation Clearing for each Task Order (Task Orders may also be called Work Order Packages or "WOPs"):**

  - Receive Task Order from PREPA's representative.
  - Obtain verification of the legal dimensions of the Right-of-Way or dimensions of the legal boundaries of the site property from PREPA's representative.
  - Obtain report from PREPA's environmental representative of any environmental sensitivities to be aware of in performing the work and any specific environmental mitigation measures required, if any.
  - Verify the exact mileage or acreage of the work area included in the Task Order.
  - Determine if there are any existing access roads or if any new access roads are needed to access the facilities and perform the Services. Identify a location for any new access roads that minimizes costs and impacts to the environment and stakeholders.
  - Determine if there are any Hazard Trees growing outside of the Right-of-Way and document location and provide pictures to PREPA or PREPA's representative for review.
  - Work with PREPA representatives to obtain any legal rights necessary to access existing access roads or to clear new access roads.
  - Perform a field review of the facilities included in the Task Order and document the Services to be performed in writing, including an identification of any Services requiring an outage.
  - Identify and obtain any permits necessary for performing the Services.
  - Provide a detailed, written assessment of the Services; the list of permits to be obtained; information on any access roads required, and the written environmental report to PREPA or PREPA's representative for review.
  - Perform a site visit with PREPA's representative to review the assessment.
  - Obtain final approval from PREPA to proceed with the Services identified in the assessment.
  - Document current conditions of the work area prior to performing the Services. Documentation includes photographs of conditions and identification of any differences in facility locations between what is in the Task Order/WOP and what is found in the field.
  - Provide written notification of all stakeholders/landowners who will be impacted by the Services with advance notification of when the Services will begin and end and the expected impact.
  - Make all necessary arrangements for traffic control, if needed.
  - Arrange for all necessary outages. In some cases, it may be necessary to perform all non-outage Services first and return to the work location later to perform Services requiring an outage. Such determinations will be made in discussions with PREPA and documented.

- **Execution of the Work – Transmission Lines Vegetation Clearing**:

- Scope includes all 38kV, 115kV and 230kV lines
- PREPA estimates there are approximately 2,500 miles of transmission lines. This scope of work will include all or a portion of these facilities.
    - Work inside the Right-of-Way
        - Clear all Incompatible Species from the full width of the Right of Way. Whenever possible, Incompatible Species should be removed from the Right of Way to prevent future interference with the operation of the facilities. Any determinations not to remove Incompatible Species will be made in discussions with PREPA and documented in the written assessment.
        - Compatible species will be cleared consistent with the clearance distances to be provided by PREPA for each voltage level prior to the start of work.
    - Work outside the Right of Way
        - Perform tree pruning of species outside the Right of Way according to the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
        - Identify Hazard Trees growing outside the Right of Way and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Distribution Lines Vegetation Clearing**:

    - Scope includes all feeders, laterals, primary and secondary conductors
    - PREPA estimates there are approximately 13,000 miles of primary voltage distribution and 12,000 miles of secondary voltage distribution. This scope of work will include all or a portion of these facilities.
        - Work inside the Right-of-Way
            - Clear all Incompatible Species from the full width of the Right of Way. Whenever possible, Incompatible Species should be removed from the Right of Way to prevent future interference with the operation of the facilities. Any determinations not to remove Incompatible Species will be made in discussions with PREPA and documented in the written assessment.
            - Compatible species will be cleared consistent with the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
        - Work outside the Right of Way
            - Perform tree pruning of species outside the Right of Way according to the clearance distances to be provided by PREPA for each voltage level prior to the start of Services.
            - Identify Hazard Trees growing outside the Right of Way and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Substation and Telecommunications Sites Vegetation Clearing**:

    - Scope includes all substation sites (which can include multiple substations/telecommunications facilities within a common fenced area) and all telecommunication sites outside substations.

- There are approximately 310 substation and telecommunications sites. This scope of work will include all or a portion of these facilities.
    - Work inside the site fence
        - Remove all vegetation (Incompatible Species and Compatible Species) from inside the site fence followed by use of herbicides to achieve bare ground.
    - Work outside the site fence
        - Remove all vegetation within a perimeter outside the fence, as defined by PREPA prior to the start of Services, but not beyond the legal boundary of the property, and follow with use of herbicides to achieve bare ground.
        - Identify Hazard Trees growing outside the perimeter or legal boundary of the property, as determined by PREPA, and work with landowners and PREPA's representatives to clear Hazard Trees. When possible, Hazard Trees should be addressed using tree removal, not tree pruning.

- **Execution of the Work – Access Roads Vegetation Clearing:**

    - Scope includes any access roads identified during the assessment and agreed to in writing by PREPA's representative. It is anticipated that most Task Orders will not require access roads.
    - Remove all vegetation (Incompatible Species and Compatible Species) from the legal boundary of the access road followed by use of herbicides to achieve bare ground.

- **Inspections:**

    - Upon completion of the work in each Task Order, notify PREPA's representative in writing the Services have been completed and are ready for inspection within 3 days of Service completion.
    - Meet PREPA's representative in the field for the inspection.
    - Receive the written inspection report from PREPA's representative. Discuss the timeframe for resolving any non-conforming work and/or action items and document the timeframe agreed to.
    - Perform all activities required to complete the documented non-conformances and action items, and repeat the inspection process.
    - Once all Services are accepted by PREPA's representative, obtain the acceptance in writing.
    - Obtain all required close-out documentation, including photographs of the completed work.
    - Submit all close-out documentation for each Task Order within 30 days after receiving the writing acceptance of the work.
    - PREPA is required to report weekly on miles and/or acres of Clearing work completed. Within 4 business days after the final acceptance of a Task Order, Contractor shall submit the filled-out "Completed Work Package", in the digital format required by LUMA, to support PREPA's reporting.

- **General Work Considerations:**

    - Private Property
        - Engage and inform all landowners according to PREPA requirements and always with respect.
        - Notify PREPA's representatives of any customer/landowner/tenant objections or refusals immediately (within 24 hours at a minimum).
        - Contractor is responsible for contacting customer/landowners to gain access to PREPA facilities.

- Contractor may be required to obtain a written release from each owner or tenant whose property has been utilized. The release shall state the property has been restored to a condition satisfactory to property owner or tenant.
- Prior to any vegetation work on private property, the contractor shall inform the owner or tenant of required clearances and explain prescribed work necessary to comply.

- **Debris Management**:

  - All debris management must comply with FEMA guidelines and with LUMA's Debris Management Plan, attached hereto as The Debris Management Plan is currently in draft format pending filing with the Puerto Rico Energy Bureau ("PREB"). Contractor acknowledges that it has received and reviewed a copy of the draft Debris Management Plan. PREPA shall provide Contractor with a copy of the final form Debris Management Plan once filed with the PREB.
  - All debris removal requires documentation stating date, type of debris, weight of discarded debris and must be discarded at FEMA-approved refuse location.
  - Failure to provide documentation and follow debris removal protocol is considered violation of this Agreement.

- **Safety/EHP:**

  - Provide safety personnel to conduct and report on safety protocol adherence.
  - Ensure all vegetation Clearing activities are observing industry and LUMA standards in regards to PPE, traffic safety, equipment safety, procedural safety and community safety.
  - Hold daily tailboards to instruct, coach, educate and inform all personnel engaged in vegetation Clearing activities to ensure maximum awareness to safe vegetation Clearing practices and environmental alertness.
  - If the daily task changes during the day, hold another tailboard session with all personnel prior to commencing the Services.
  - Produce and provide daily reports to PREPA, for review.
  - Inspect and ensure all biological and environmental regulations are being conducted, performed and exercised in accordance with FEMA guidelines, best management practice (BMP), and LUMA guidelines ("Environmental Guidelines"). The Environmental Guidelines are currently in draft format pending filing with the PREB. Contractor acknowledges that it has received and reviewed a copy of the draft Environmental Guidelines. PREPA shall provide Contractor with a copy of the final form Environmental Guidelines once filed with the PREB.

- **Administrative:**

- Support services including but not limited to; reporting, project management, resource planning, engagement meetings, progress monitoring, site visits, aerial inspections and overall contract administration duties.

- PREPA intends to manage the work using a work management tool that has not yet been defined. Contractor will participate in the necessary activities to support deployment of the tool, including training of personnel, acquiring field devices (such as tablets), and providing data/information to PREPA's representative as requested.

- **Augmented Vegetation Clearing Activities for Storm Response:**

    - Augmented vegetation management activities for response to a declared event will consist of removal of hazardous trees and limbs from facilities, power lines, and poles among other PREPA assets and gaining access to the facilities and fallen trees and limbs blocking the facility.

    - Supplemental vegetation Clearing which may entail completing work activities associated with a response such as a Right of Way vegetation Clearing and reconstruction access.

    - Physical control methods - "mowing" and light "mastication" equipment.

    - Physical control methods - "logging" and heavy "mastication" equipment.

    - Mechanized tree and brush cutting equipment (e.g., jarraf).

    - Site access and temporary access road building

    - Aerial saws

- **Identification of Transmission and Distribution Equipment Defects/Damage on inspection of hazardous vegetation and work to be completed:**

    - During emergency vegetation Clearing operations, Contractor shall look for and report obvious abnormal conditions defects, and damage related to electric infrastructure.
    - The Contractor shall record and report the location and nature of electrical line and equipment defects observed (e.g., cracked insulators. broken or rotten crossings, rotten poles. leaking transformers. etc.) to the designated PREPA representative as soon as practicable.
    - The Contractor or their workers will NOT make or attempt to make any repairs or corrections to any electric infrastructure abnormal conditions observed.

- **Traffic Control / Flagging:**

    - Contractor shall coordinate with any PREPA traffic control contractor, or as otherwise directed by PREPA, when performing the Services.

- **Permits:**

    - Contractor shall obtain and pay for all permits required for the performance of the Services which are usual and necessary for Contractor's performance of the Services. Contractor shall give all necessary notices and pay all fees required by law relating to the Services.
    - Contractor shall provide PREPA with copies of all permits Contractor is required to obtain.
    - Contractor agrees that it shall observe and comply with any and all terms and conditions imposed upon it by any permit which relates to the Services.

- **General Considerations**

In performing the Services, the Contractor shall:

- Prior to commencement of any work, in conformance with ANSI Zl33 and OSHA 1910.269, the Contractor shall perform a job briefing with all workers by the qualified arborist in charge. An additional job briefing will be conducted by the Contractor if a significant change in the work or site conditions (e.g., wind strength, rain) occurs. The qualified arborist in charge shall ensure workers understand and can conform to the proper use of equipment at the job site and recognize safe work practices.
- In conformance with ANSI 2133, Section 3.2 and OSHA 1910.38, Contractor shall document an Emergency Action Plan that will be maintained at the workplace and available for Contractor workers to review. Contractor workers shall be trained and competent at conducting their job as it applies to the emergency action plan.
- The Contractor shall ensure tools and equipment are appropriate for the tasks and working conditions and maintained and used in conformance with the manufacturer's recommendations.
- The location of equipment assigned to the Contractor for supervising or producing vegetation clearing work will be available to PREPA in an automated, near real time format.
- The Contractor recognizes its workers play a critical role in promoting positive customer relations. Contractors' workers shall uphold courteous and professionalism when interacting with the public, and will adhere to the following guidelines:
    - Be prepared to correctly address questions, concerns, and misconceptions about vegetation clearing.
    - Listen to customer questions or concerns and attempt to inform about the importance of the work.
    - If performance of services is significantly affected by such public interactions, refer the customer to the supervisor and move on to the next job.
    - If workers cannot provide an adequate answer, the question will be referred to their supervisor. The supervisor should then respond to the customer in a prompt and courteous manner to resolve the concern.
- Contractor workers shall present themselves, Contractor, PREPA and LUMA in a professional image. Clothing shall be neat, and in good repair, free from holes suited to the work performed and appropriate to the working environment. Shirts and/or vests identifying workers will be worn during working hours. This includes. but is not limited to:
    - Long trousers
    - Work boots with ankle support and grip soles
    - Long or short-sleeved shirt

    - All personal protective equipment (PPE) as appropriate for work conditions
    - Hi-visibility shirt or vest.
    - LUMA approved identification (ID badge or other)
- The Contractor shall conduct regular quality control inspections and assessments as follows:
    - Contractor supervisors shall perform ongoing quality control assessments of work produced by workers to confirm work produced is in conformance. These assessments will be performed more frequently if unsatisfactory performance has been identified by PREPA or Contractor.
    - Contractor shall complete quality control on a project prior to submitting or reporting a project or a portion of a project is complete and ready for PREPA acceptance inspection.
    - Contractor shall include record of quality control performed in documentation submitted to PREPA as part of the project acceptance process.
- Vegetation Trimming, Treating, Clearing, Removal and Disposal:
    - Contractor shall engage and provide vegetation clearing services in accordance to all local, state, federal laws, regulations, executive orders, policies, procedures and directives.
        - Comply with ANSI A300 & Z133 Standards

- Contractor shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "LUMA Disaster Debris Service Contractor and the DDMC's name".
- Contractor will work closely with DMCC to ensure that the data documentation for Eligible Debris meet the requirements of FEMA and shall provide to PREPA all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and state reimbursement applications.
- Contractor shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets forty-eight (48) hours.
- Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material.

EXHIBIT B

FORM OF TASK ORDER

WHEREAS, PREPA and Xpert's LLC (the "Contractor") are Parties to the Master Services Agreement [Contract number] dated as of [Effective Date] ("Agreement"), including all Exhibits and amendments to the Agreement; and

WHEREAS, PREPA has a need for Contractor to perform the Services described below ("Services");

NOW, THEREFORE, PREPA hereby authorizes the Contractor to provide the Services under the terms and conditions set forth herein and, in the Agreement, of which this Task Order becomes a part upon execution.

Task Order Number:	
Services Requested:	
Deliverables (e.g., reports, plans, estimates):	
Compensation / Rates:	PREPA shall pay Contractor for work performed in accordance with the rates and other compensation set forth in **Exhibit D** of the Agreement.
Not-to-Exceed Ceiling (Required for hourly work):	In no event shall Contractor's compensation under this Task Order exceed _____ Dollars ($_____.___) for services and _____ Dollars ($_____.___) for approved travel and related expenses. Contractor is at risk and must bear all costs and expenses that exceed this amount for work performed under this Task Order, without compensation or reimbursement by PREPA, unless PREPA and Contractor agree in writing to an adjustment prior to Contractor performing Services that would cause the price ceiling to be exceeded.
Invoicing:	Contractor must submit regular invoices to PREPA, via its agent LUMA, consistent with the terms of the Agreement.
Start Date:	Contractor will commence work as soon as possible within [*] of signing this Task Order, unless otherwise indicated here:
Estimated End Date:	The estimated duration of work or end date is as follows: Contractor may request and PREPA may grant, at its discretion, an extension of the time to perform. Any request for an extension and denial or grant thereof must be in writing. Notwithstanding anything to the contrary in this Task Order or the Agreement, PREPA, in its sole discretion, can permit work be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting a breach or otherwise invoking applicable remedies against the Contractor.

Designated Representatives. The Parties designated their representatives for day-to-day communications and other issues in the Agreement. Those individuals will remain the Parties' Designated Representatives for this Task Order unless alternate representatives are designated below:

PREPA Designated Representative:	**Contractor Designated Representative**:
Name: _____	Name: _____
E-mail: _____	E-mail: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
_____	_____
_____	_____

Additional Requirements:	

Executed on the dates set forth below by the undersigned authorized representative of PREPA and Contractor to be effective upon signature by Contractor.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

XPERT'S LLC

EIN:

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

EXHIBIT C

HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

1. SUPPLEMENTAL SAFETY TERMS AND CONDITIONS

1.1 The Contractor shall comply with the following:

(a) The Supplemental Safety Terms and Conditions are intended to supplement and not replace the safety provisions in the Agreement. In the event of a conflict, these Supplemental Safety Terms and Conditions, the terms of these Supplemental Safety Terms and Conditions shall apply.

These Supplemental Safety Terms and Conditions shall also apply to any subcontractors that Contractor may use for the Services. **Contractor is responsible for ensuring that its subcontractors are aware of and comply with these Supplemental Safety Terms and Conditions**.

(b) The Contractor must provide proof, via written communication, that these Supplemental Safety Terms and Conditions have been reviewed with the subcontractors and acknowledged.

(c) Contractor and its subcontractors if any must comply with Electrical Hazards Regulation, such as 29 CFR Subpart S (2023) . Regulators from time to time can amend, update, or publish new requirements. Accordingly, Contractor acquires the responsibility of maintain its Safety and Health Program updated and its workers briefed accordingly.

(d) If work is to be performed near overhead lines by line-clearance tree trimmers who are qualified according to 29 C.F.R. 1910.269 (a) (2) (2023), at least two (2) employees shall be present when performing work involving the use of mechanical equipment or any other work that exposes employees to electrical hazards. 29 C.F.R. 1910.269 (l) (2) (2023).

(e) If work is to be performed near overhead lines by line-clearance tree trimmers who are qualified according to 29 C.F.R. 1910.269 (a) (2) (2023), Contractor shall ensure that employees will observe the minimum approach distances described in 29 C.F.R. 1910.269 (l) (3) (i) (2023). The Contractor shall ensure that no employee approaches or takes any conductive object closer to exposed energized parts than the established minimum approach distance unless:

(A) The employee is insulated from the energized part in accordance with the applicable OSHA standard, or
(B) The energized part is insulated from the employee and from any other conductive object at a different potential, or
(C) The employee is insulated from any other exposed conductive object in accordance with the requirements for live-line barehand work in 29 C.F.R. 1910.269 (q) (3) (2023).

(f) If work is to be performed near overhead lines by line-clearance tree trimmers who are not qualified employees:

(A) Before an employee climbs, enters, or works around any tree, a determination shall be made of the nominal voltage of electric power lines posing a hazard to employees. However, a determination of the maximum nominal voltage to which an employee will be exposed may be made instead, if all lines are considered as energized at this maximum voltage.

(B) There shall be a second line-clearance tree trimmer within normal (that is, unassisted) voice communication under any of the following conditions:

a. If a line-clearance tree trimmer is to approach more closely than 3.05 meters (10 feet) to any conductor or electric apparatus energized at more than 750 volts or

b. If branches or limbs being removed are closer to lines energized at more than 750 volts than the distances listed in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 (2023) or

c. If roping is necessary to remove branches or limbs from such conductors or apparatus.

(C) Line-clearance tree trimmers shall maintain the minimum approach distances from energized conductors given in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 (2023).

(D) Branches that are contacting exposed energized conductors or equipment or that are within the distances specified in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269 may be removed only through the use of insulating equipment.

(E) Ladders, platforms, and aerial devices may not be brought closer to an energized part than the distances listed in Table R–5, Table R–6, Table R–7, and Table R–8 of 29 C.F.R. 1910.269.

(F) Line-clearance tree trimming may not be performed when adverse weather conditions make the work hazardous in spite of the work practices in the applicable OSHA standard. Each employee performing line-clearance tree trimming in the aftermath of a storm or under similar emergency conditions shall be trained in the special hazards related to this type of work. 29 C.F.R. 1910.269 (r).

(g) Contractor will use its Health and Safety Program and forms, as approved by LUMA's safety representative. LUMA could require the implementation of a different form when needed.

(h) Contractors must:

i. ensure that workers have no direct contact with an energized conductor, such as a power line.

ii. ensure there is no indirect contact with an energized conductor, such as a tree limb or tool touching a power line.

iii. Ensure that workers are not standing close to grounding elements. Power can travel through the ground.

Contractor's failure to comply with these Supplemental Safety Terms and Conditions shall cause the Contractor to be terminated and Contractor to be removed from LUMA's Approved Bidder's List.

2. GENERAL

2.1 Contractor's safety performance will be monitored and evaluated during the project by PREPA.

2.2 Contractor shall adhere to all applicable local, state, and federal regulations and all rules and policies set forth in Contractor's own safety manual. Contractor shall immediately correct any deficiency brought to the attention of Contractor by PREPA. Repeated safety violations, severe violations, or events are cause of the Contractor to be terminated and removed from LUMA's Approved Bidder's List.

2.3 Contractor shall adhere to all written safety directives issued by PREPA and/or LUMA.

2.4 All persons who enter the site shall have completed the Operator Contractor Safety Orientation. This training shall be valid for one year and must be refreshed annually.

2.5 PREPA shall have the authority to immediately stop Services which in the opinion of PREPA, constitute a safety concern. It is the responsibility of Contractor to adequately satisfy PREPA of any remediation necessary to provide a safe and healthful workplace.

2.6 Contractor shall have qualified and competent supervision present at any site where the Services are performed at all times to direct and observe the Services. The individual(s) providing qualified and competent supervision is permitted to perform Services activities; however, these activities can not interfere with ability to direct and observe the Services.

2.7 Contractor shall appoint a qualified and competent safety representative anytime Contractor has subcontractors working onsite without Contractor present. This representative shall be onsite at all times while Services are being performed by subcontractors.

2.8 If Contractor in good faith believes that any rule or procedure set forth in these Supplemental Safety Terms and Conditions will put its employees or others at risk, Contractor shall immediately notify PREPA and shall cooperate with PREPA to develop a mutually acceptable alternative procedure.

3. CONTRACTOR SAFETY REPRESENTATIVE

3.1 Contractor shall provide a full-time on-site safety representative per forty (40) employees on each project (Contractor and its subcontractors).

3.2 The full-time on-site safety representative/s shall assist Contractor with the initiation, enforcement, maintenance, and administration of job site safety and other loss prevention programs associated with the Services.

3.3 PREPA may request Contractor to provide a full-time safety representative for Services with fewer than 40 employees if PREPA determines the nature of the Services justify additional safety oversight. A risk analysis of the project will be performed to assist in determining this requirement.

4. MONTHLY SAFETY REPORTING

4.1 Contractor must report the following:

(a) Hours worked monthly and year-to-date on Services

(b) First Aid Events monthly and year-to-date related to the Services

(c) OSHA Recordable Events monthly and year-to-date related to the Services.

The above requirements must be reported by the 4th working day of the following month.

5. EVENT REPORTING

5.1 When providing the Services, once the scene is secure, Contractor shall report all events immediately to PREPA. Following initial notification, standardized incident reports shall be completed and submitted to LUMA's HSEQ Department.

(a) An initial written report shall be submitted by 8:00 am the following day. Within 5 days, Contractor shall submit an in-depth written report.

5.2 All environmental spills must be reported immediately to PREPA as appropriate.

6. JOB HAZARD ANALYSIS

6.1 Before any Services are provided and before changing any procedures or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written report identify all potential work site risks. The JHA shall include: 1) step-by-step plan for the job to be performed, 2) risks/hazards associated with the job, and 3) control measures that Contractor will take to eliminate or control these potential risks/hazards.

6.2 Contractor's assigned supervisor/lead shall review the JHA with each crewmember prior to the start of each job and anytime the work procedure changes. Additionally, the Contractor's assigned supervisor / lead shall review the JHA with each crewmember after lunch and/or significant break in the Services. Each crewmember must sign their name verifying they understand and will adhere to the JHA.

6.4 Contractor's supervision shall conduct a JHA review with all persons who enter the work zone. This review shall include a scope of work and any hazards present at the site.

6.5 Contractor shall make its JHA reports available to PREPA upon request.

7. PERSONAL PROTECTIVE EQUIPMENT

7.1 Contractor is responsible for providing the appropriate personal protective equipment in all operations where there is exposure to hazardous conditions. Contractor shall be responsible for enforcing use of required personal protective equipment.

7.2 Contractor and subcontractor employees shall wear at a minimum the following personal protective equipment (PPE) while in any construction area:

(a) Hardhat

(b) Safety Glasses or Prescription Safety Glasses with Side Shields that meet the specifications of ANSI Z87

(c) Approved hearing protection devices in designated areas

(d) The outermost layer of clothing on the upper body must be High Visibility and Reflective

(e) Work gloves appropriate for the potential hazards of the job tasks. Note: Jersey gloves are not permitted to be worn as the only means of protection.

(f) Protective toe footwear that meet the safety-toe specifications of ASTM F2413 with a compression rating of C75 (i.e. safety toe shoes)

(g) Employees that climb structures shall wear a shoe with a defined heel.

(h) 100% Fall Protection when climbing on wooden structures.

(i) Additional PPE may be required based on the Contractor's PPE Assessment.

(j) Open-toed, open-heeled, athletic footwear and tennis shoes are prohibited.

7.3 Contractor employees shall wear fire retardant (FR) clothing **when working on or near energized equipment**, if applicable. While not all-inclusive, the following list provides examples:

(a) When working within the minimum approach distances

(b) When rubber gloves or rubber gloves and sleeves are required

(c) When performing hot-stick work

(d) When bonding or working "bare hand method"

(e) When grounding conductors or equipment

(f) When testing lines or equipment to be de-energized

(g) When performing switching operations

(h) When entering enclosed/confined spaces with energized lines or equipment

(i) When disconnecting or connecting testing meters

(j) When an employee is required to physically assist with energized work on lines or equipment where mechanical failure or human error could expose employee to a flash

(k) Additionally, an employee entering a station under the control of a Dispatch Authority shall be required to wear fire retardant clothing unless specifically exempted by PREPA.

7.4 Employees engaged in site clearing operations should be protected from hazards of irritant and toxic plants and suitably instructed in the first aid treatment available See 29 C.F.R. § 1926.604(a)(1) (2023).

7.5 All equipment used in site clearing operations should be equipped with rollover guards meeting the requirements of this subpart. In addition, rider-operated equipment should be equipped with an overhead and rear canopy guard. See 29 C.F.R. § 1926.604(a)(2) (2023).

7.6 The overhead covering on this canopy structure shall be of not less than 1⁄8-inch steel plate or 1⁄4-inch woven wire mesh with openings no greater than 1 inch, or equivalent. 29 C.F.R. § 1926.604(a)(2)(i) (2023). The opening in the rear of the canopy structure shall be covered with not less than 1⁄4-inch woven wire mesh with openings no greater than 1 inch. 29 C.F.R. § 1926.604(a)(2)(ii) (2023).

7.7 Workers can be exposed to crystalline silica when cutting, chipping, or drilling stone, brick, asphalt, or concrete products, and when contacting silica dust, which can come from these materials, dirt, or sand. Contractors are required to be familiar and comply with all applicable OSHA standards relating to the management of crystalline silica. Know that the federal respirable-crystalline-silica exposure limit is 50 micrograms per cubic meter of air, averaging over an 8-hour shift..

7.8 Contractor is required to: use engineering controls (such as water or ventilation) to help keep worker exposure to respirable crystalline silica at a permissible level; provide appropriate respirators when engineering controls cannot adequately limit exposure; limit worker access to high-exposure areas; develop a written exposure-control plan; offer medical exams to highly exposed workers; and train workers on silica risks and how to limit exposures.

7.9 Provide workers with wet-cutting saws/systems or vacuum-dust-collection systems when they cut masonry products. These are typically the most effective engineering controls in landscape applications.

7.10 Post warning signs around worksites where crystalline silica dust may be suspended in the air and provide appropriate respirators for any workers who might be exposed.

7.11 Ensure crew members wear gloves during almost all tasks. Require use of appropriate gloves for chemical, abrasion, burn and vibration hazards. Tight-fitting gloves without gauntlets are recommended when working with augers, woodchippers and other rotating equipment.

7.12 Require sturdy work boots for all landscaping tasks. Work shoes must meet ASTM-F2414 and F2413-05 and should protect from: falling objects, chemicals, and punctures.

8. SUBSTATION/SWITCHYARDS

8.1 Contractor shall have all employees in a supervisory role qualified to enter an energized substation. This training is commonly referred to as Station Entry Training. Supervisory employees shall be trained and competent in the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills, and techniques necessary to determine the nominal voltage of exposed live parts, and the minimum approach distances corresponding to the voltage to which the qualified employee will be exposed. A record of this training must be maintained by Contractor and made available to PREPA upon request.

8.2 Employees not OSHA station entry qualified shall be under direct supervision of a qualified supervisor. In this case, if the supervisory employee leaves an electrical station site where Services are being performed, all employees must leave the site as well.

8.3 All substation gates shall remain closed and locked at all times unless under direct observation by an attendant.

8.4 Upon entry/exit of a substation, Contractor shall notify the appropriate Dispatch Authority.

8.5 Excavation Inside Energized Stations – Approval shall be attained prior to using mechanical devices to perform excavation inside an energized substation. Excavations shall be barricaded at the end of each shift.

9. FIREARMS, ALCOHOL, AND DRUGS

9.1 Firearms, alcohol, illegal drugs (marijuana, cocaine, etc…) or drugs taken for non-medicinal purposes are prohibited on all PREPA controlled sites.

9.2 Contractor shall be responsible for its and its subcontractor employees who are under the care of a physician and are taking prescribed medicine, which may alter the employee's physical or mental ability. Contractor shall determine the necessity to change and adjust accordingly the employee's job assignment while undergoing treatment.

9.3 If firearms or suspected illegal drugs are discovered on any PREPA worksite, the following guidelines should be followed by whoever discovers the firearms or suspected illegal drugs:

(a) First, if possible, without putting themselves or others in harm's way, attempt to secure the location and ensure that others cannot come in contact with the firearms or suspected illegal drugs. Do not handle or move firearms or suspected illegal drugs from their discovered location.

(b) Second, immediately contact PREPA and together make a decision whether or not the situation requires a call to the local law enforcement authorities. Immediately call the local law enforcement authorities and report the discovered items if (a) a PREPA representative is not available; (b) there is a threat of harm to any person; or (c) there is a risk of improper removal or disposal of the firearms or illegal drugs.

(c) Third, call local LUMA security personnel.

(d) Fourth, for incidents involving Contractor personnel, Contractor shall submit reports according to Section 4.0 Event Reporting.

10. DRUG/ALCOHOL TESTING

10.1 All Contractor and its subcontractor employees must complete and pass the following drug/alcohol testing:

(a) Pre-Employment (48 hours or less prior to first employment on a PREPA site)

(b) Post Event (within two hours) on all employees involved in any safety related event

(c) Random

(d) Reasonable suspicion

(e) If not subjected to a test listed above, Contractor and subcontractor employees must be tested a minimum of once every 12 months.

10.2 Screening substances and their associated cut-off limits. Contractor shall incur all costs associated with the drug testing identified in this section.

10.3 Contractor shall share test results with PREPA upon request to the extent allowed by applicable federal, state, or local law. If applicable, Contractor will ensure that employees, agents, subcontractors, or independent contractors and the employees of subcontractors or independent contractors sign an appropriate authorization prior to such tests being conducted, acknowledging the tests are being conducted and authorizing the information obtained to be provided to PREPA.

10.4 Contractor shall have and ensure compliance with a comprehensive substance abuse/drug and alcohol policy that complies with all applicable federal, state, and/or local statues or regulations.

11. TRAINING REQUIREMENTS

11.1 It is Contractor's responsibility to ensure their employees and subcontractors' employees are appropriately trained, qualified, and competent to perform assigned tasks and associated Services. Qualifications and training shall be documented by Contractor and available to PREPA upon request.

11.2 Contractor's and its subcontractors' Site Supervision shall have successfully completed the OSHA 30-Hour for Construction Training or the OSHA ET&D 20 and 10 Hour Training Courses. "Site Supervision" is defined as personnel with responsibility for making job site Work assignments, personnel with overall responsibility for the Work, and any person leading a crew or Work group (Foreman, Superintendent, Crew Leader, Lead Lineman, etc.). Newly appointed or hired supervision shall complete the OSHA 30-Hour for Construction Training or the OSHA ET&D 20- and 10-Hour Training Courses before assuming the supervisory position.

11.3 All Contractor and subcontractor employees who are performing Services shall have successfully completed the OSHA 10-Hour for Construction Training. New employees shall be trained within fourteen (14) calendar days of starting their first assignment.

(a) If Contractor and subcontractor employees have training that is equivalent to the OSHA 30-Hour or OSHA 10-Hour, Contractor shall submit an overview of the program and documentation of this training to PREPA. PREPA may require OSHA training in addition to such training, provided Contractor shall be responsible for the sufficiency of its training program.

11.4 Contractor shall submit its annual training plan to PREPA for review and approval.

11.5 First Aid/CPR Training – A minimum of two currently trained persons in First Aid and CPR shall be present for each crew. This is applicable to all crews except for those performing Electrical Work under 600V.

11.6 Contractor and subcontractor shall incur all costs associated with the training of their employees.

11.7 Prior to entering the site and during the term of the Agreement, Contractor shall provide to PREPA a list of all individuals (whether it's or its subcontractors' employees), which Contractor intends to use at PREPA sites. The list shall identify the individuals by their name and the last three digits of the individual's Social Security Number.

11.8 Contractor shall provide PREPA with the names and reasons for removal, when an employee is removed from a site due to lack of safety performance or not meeting the drug / alcohol testing requirements.

11.9 PREPA, in its sole discretion, may deny access to any individual who has previously been removed from a work site by PREPA or any of its affiliates for safety reasons.

11.10 Contractor may request a restricted employee to be cleared for work. A letter addressing the original safety violations or reason for suspension with any documentation supporting the request shall be sent to PREPA for approval. The employee shall not work at any of PREPA sites until approved by PREPA, which approval may be withheld at the sole discretion of PREPA.

12. JOB SITE COMPLIANCE AUDITING

12.1 If Services are greater than two weeks in duration, a Contractor safety professional shall perform and document one job site audit on each PREPA job site a minimum of once per month.

12.2 If there is a full-time safety representative assigned to the job site, daily site audits shall be performed and documented.

12.3 Contractor site supervision shall perform and document a minimum of one job site safety audit per week.

12.4 Contractor management personnel shall perform and document one job site safety audit per quarter.

12.5 Audits shall be maintained for the duration of the Services and shall be made available to PREPA upon request.

13. EMERGENCY PLANNING

13.1 All job sites must have emergency communication and an emergency response plan that has been communicated and understood by all Contractor and subcontractor employees. The plan shall include at a minimum:

(a) Emergency Contacts

(b) Location and Name of Local Emergency Services

(c) On-site communication methods

(d) Location and directions (including maps) to the nearest medical facility

(e) Procedure to follow in the event of an emergency

(f) All Contractor and subcontractor employees shall drive the route to the nearest medical facility prior to the provision of Services.

14. BILINGUAL REQUIREMENTS

14.1 At a minimum, Contractor shall provide one English speaking employee for each non-English speaking crew up to 10 crewmembers. The English-speaking crewmember(s) shall be able to communicate with all other crewmembers.

15. HAZARD COMMUNICATION

15.1 Contractor shall submit a chemical inventory prior to mobilizing onto a work site.

15.2 Material Safety Data Sheets (MSDS) shall be kept on file by Contractor and available for Contractor and subcontractor employee's and PREPA's review upon request.

16. MISCELLANEOUS

16.1 Housekeeping – All trash shall be kept in proper containers and disposed of properly.

16.2 Cable Verification – Immediately prior to cutting any control cable, Contractor personnel shall have a second person verify that it is the proper cable and that it is de-energized.

16.3 GFCI – All extension cords and electric hand tools shall be plugged into a GFCI provided by the Contractor. Contractor personnel shall not rely on the receptacles in PREPA or LUMA circuits.

16.4 Guard Structures – All hotline crossings and all road crossings shall be protected using a guard structure. Guard structures (including line equipment used as guard structures) shall be installed prior to disconnecting the conductor and shall remain in place until the conductor is clipped in.

16.5 Testing of Grounds – All grounds shall be tested in accordance with ASTM F2249 – 03 Standard Specification for In-Service Test Methods for Temporary Grounding Jumper Assemblies Used on De-Energized Electrical Power Lines and Equipment.

16.8 Traffic Control – Contractor should be directed by LUMA's authorized representative in matters related to Traffic Control. Contractor must gain understanding on operations involving roadways, and these shall comply with the Manual of Uniform Traffic Control Devices and/or local requirements.

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EXHIBIT D

Fees

Contractor will be compensated for the Services in accordance with the fees below.

			Rate Buildup - Equipment															
			RATES PER REGION															
Hourly Equipment Rates, Herbicide and Material Rates			San Juan		Bayamon		Caguas		Ponce		Arecibo		Mayagüez		Culebra		Vieques	
General Category	Sub Category	Long Description	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate
Aerial Platform	Backyard Lift (40'-50')	Backyard Lift - 4WD Carrier w/Altec AT-37-G Backyard lift and Transpor+C3:C83+C3:C30t	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Aerial Platform	Backyard Lift (50'-60')	Backyard Lift - SKYLIFT Mini-Arborist Super 53' Back Yard Lift (or equivalent)	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Aerial Platform	Backyard Lift (60'+)	Backyard Lift - SkyLIFT Mini-Arborist Super 61' Back yard Lift (or equivalent)	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Aerial Platform	Bucket Truck (<50')	Mini-Bucket Truck - Squirt Boom AT or equivalent, 37 foot minimum working height on 4X4 Chassis	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$131.25	$1,312.50	$131.25	$1,312.50
Aerial Platform	Bucket Truck (50'-60')	Bucket Truck - Aerial lift, 55' - 60' working height above ground, hydraulic dump box and all necessary hand & hydraulic tools	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$157.50	$1,575.00	$157.50	$1,575.00
Aerial Platform	Bucket Truck (60'-70')	Bucket Truck - Aerial lift, 55' - 60' working height above ground, hydraulic dump box and all necessary hand & hydraulic tools	$85.00	$850.00	$85.00	$850.00	$85.00	$850.00	$85.00	$850.00	$85.00	$850.00	$85.00	$850.00	$148.75	$1,487.50	$148.75	$1,487.50
Aerial Platform	Bucket Truck (60'-70')	Bucket Truck - Aerial lift, 60' - 70' working height above ground, **no dump box**, rear or over center pivot and all necessary hand and hydraulic tools	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$175.00	$1,750.00	$175.00	$1,750.00

Aerial Platform	Bucket Truck (70'+)	Bucket Truck - Aerial lift, 70'+ working height above ground, **no dump box** and all necessary hand & hydraulic tools	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$175.00	$1,750.00	$175.00	$1,750.00
Aerial Platform	Bucket Truck 4x4 (50'+)	Bucket Truck - Aerial lift, 50'+ working height above ground, 4x4	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$131.25	$1,312.50	$131.25	$1,312.50
Aerial Platform	Off-Road Bucket (60'+)	All terrain skidder - or equivalent with aerial lift, 60/70 foot elevator, includes all necessary tools and equipment	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Aerial Platform	Off-Road Bucket (60'+)	All terrain 'Puddle Jumper/BigFoot' 60'/70' Off Road w/Floatation & Street Tires	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Aerial Platform	Off-Road Bucket (Less than 60')	All terrain skidder - or equivalent with aerial lift, 50 foot minimum working height, includes all necessary tools and equipment	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
ATV	Amphibious	8x8 Amphibious Vehicle with trailer	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
ATV	Amphibious	Marsh Master (or equivalent) with mounted sprayer/mower head, with trailer	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
ATV	ATV	ATV (4x4) with trailer	$19.00	$190.00	$19.00	$190.00	$19.00	$190.00	$19.00	$190.00	$19.00	$190.00	$19.00	$190.00	$33.25	$332.50	$33.25	$332.50
ATV	Spray	ATV (4x4) with sparyer, and all necessary tools and equipment, with trailer	$24.00	$240.00	$24.00	$240.00	$24.00	$240.00	$24.00	$240.00	$24.00	$240.00	$24.00	$240.00	$42.00	$420.00	$42.00	$420.00
ATV	Spray	UTV (4x4) or (6x6) 2+ passenger, with tracks or wheels, with spray system, with trailer	$31.30	$313.00	$31.30	$313.00	$31.30	$313.00	$31.30	$313.00	$31.30	$313.00	$31.30	$313.00	$54.78	$547.75	$54.78	$547.75
ATV	UTV	UTV (4x4) or (6x6) 2+ passenger, with trailer	$29.30	$293.00	$29.30	$293.00	$29.30	$293.00	$29.30	$293.00	$29.30	$293.00	$29.30	$293.00	$51.28	$512.75	$51.28	$512.75
Debris	Chipper	Pull Behind - Self-feeding 12" diameter minim	$45.00	$450.00	$45.00	$450.00	$45.00	$450.00	$45.00	$450.00	$45.00	$450.00	$45.00	$450.00	$78.75	$787.50	$78.75	$787.50
Debris	Chipper	Self-propelled - track with self loader/feeder, can handle 12" diameter trees, with trailer	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Debris	Chipper	Pull Behind - Self feeding 15" diameter minimum	$50.00	$500.00	$50.00	$500.00	$50.00	$500.00	$50.00	$500.00	$50.00	$500.00	$50.00	$500.00	$87.50	$875.00	$87.50	$875.00
Debris	Chipper	Horizontal Grinder	$1,200.00	$12,000.00	$1,200.00	$12,000.00	$1,200.00	$12,000.00	$1,200.00	$12,000.00	$1,200.00	$12,000.00	$1,200.00	$12,000.00	$2,100.00	$21,000.00	$2,100.00	$21,000.00
Debris	Chipper	Pull Behind Whole Tree Chipper W Grapple or Winch 20'	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$75.00	$750.00	$131.25	$1,312.50	$131.25	$1,312.50

Debris	Clam	Clam truck with 30 yard box minimum	$125.00	$1,250.00	$125.00	$1,250.00	$125.00	$1,250.00	$125.00	$1,250.00	$125.00	$1,250.00	$125.00	$1,250.00	$218.75	$2,187.50	$218.75	$2,187.50
Debris	Clam	Clam trailer 30 yd box minimum	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Spray Equipment	Spray	Backpack Sprayer	$1.25	$12.50	$1.25	$12.50	$1.25	$12.50	$1.25	$12.50	$1.25	$12.50	$1.25	$12.50	$2.19	$21.88	$2.19	$21.88
Spray Equipment	Tank	100 gal tank w/pump, 50 gal tank w/ pump on trailer with TGR Injector. (per hour)	$18.00	$180.00	$18.00	$180.00	$18.00	$180.00	$18.00	$180.00	$18.00	$180.00	$18.00	$180.00	$31.50	$315.00	$31.50	$315.00
Spray Equipment	Tank	100-500 gal water tank / with trailer and pump (per hour)	$26.00	$260.00	$26.00	$260.00	$26.00	$260.00	$26.00	$260.00	$26.00	$260.00	$26.00	$260.00	$45.50	$455.00	$45.50	$455.00
Spray Equipment	Technology	Computerized Spray System	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Spray Equipment	Truck	4x4 Truck w/200 gallon spray tank, 2 reels with at least 200' of hoses	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$39.38	$393.75	$39.38	$393.75
Spray Equipment	Truck	4X4 one ton spray truck with winch, 300 gal skid tank, 2 reels, 400' hose per roll and all necessary tools	$27.50	$275.00	$27.50	$275.00	$27.50	$275.00	$27.50	$275.00	$27.50	$275.00	$27.50	$275.00	$48.13	$481.25	$48.13	$481.25
Manual Truck	Pickup	Manual truck, crew cab, 6 person capacity, NO dump box - 4WD	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$39.38	$393.75	$39.38	$393.75
Manual Truck	Split dump	Manual trimming truck, hydraulic dump box, and all necessary tools – 2 WD	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$22.50	$225.00	$39.38	$393.75	$39.38	$393.75
Manual Truck	Split dump	Manual trimming truck, hydraulic dump box, and all necessary tools – 4 WD	$37.50	$375.00	$37.50	$375.00	$37.50	$375.00	$37.50	$375.00	$37.50	$375.00	$37.50	$375.00	$65.63	$656.25	$65.63	$656.25
Manual Truck	Split dump	Manual trimming truck, crew cab, 6 person capacity, hydraulic dump box, all tools - 2WD	$43.90	$439.00	$43.90	$439.00	$43.90	$439.00	$43.90	$439.00	$43.90	$439.00	$43.90	$439.00	$76.83	$768.25	$76.83	$768.25
Manual Truck	Split dump	Manual trimming truck, crew cab, 6 person capacity, hydraulic dump box, all tools - 4WD	$48.90	$489.00	$48.90	$489.00	$48.90	$489.00	$48.90	$489.00	$48.90	$489.00	$48.90	$489.00	$85.58	$855.75	$85.58	$855.75
Mechanc ial	Aerial Saw	(Jaraffe) or equivalent Track or rubber wheel lift self propelled boom trimmer 70 foot minimum working height	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Mechanc ial	Aerial Saw	Kwik-Trim 53" Saw Blade Trimmer w/ Trailer	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Mechanc ial	Attachment	14" Forestry Tree Shear Attachment (no fuel)	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Mechanc ial	Mulcher/ Large Mower	300+ HP mulcher with Cutter head and 4x4 support vehicle	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

		(example: Barko Mulcher 920 with Fecon Cutter)																
Mechanc ial	Mulcher/Med ium Mower	Track brush mower 150-300HP, tooth head or attachments, with trailer	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$175.00	$1,750.00	$175.00	$1,750.00
Mechanc ial	Mulcher/Skid Steer	Track brush mower 40-98 HP, tooth head or attachments, with trailer	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$157.50	$1,575.00	$157.50	$1,575.00
Mechanc ial	Mulcher/Sma ll Mower	Track brush mower 99-149 HP, tooth head or attachments, with trailer	$95.00	$950.00	$95.00	$950.00	$95.00	$950.00	$95.00	$950.00	$95.00	$950.00	$95.00	$950.00	$166.25	$1,662.50	$166.25	$1,662.50
Mechanc ial	Small Mower	Rubber Tired Brush Mower, 99-149 HP, tooth head or attachments with trailer	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$175.00	$1,750.00	$175.00	$1,750.00
Mechanc ial	Specialized	Sennebogen Wheeled or Tracked	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Mechanc ial	Walk Behind	Vermeer S800TX or Equivalent Tracked Skid Steer w/Grapple & Enclosed Trailer	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Pickup	Pickup	Pickup – 2 WD	$16.81	$168.10	$16.81	$168.10	$16.81	$168.10	$16.81	$168.10	$16.81	$168.10	$16.81	$168.10	$29.42	$294.18	$29.42	$294.18
Pickup	Pickup	Pickup - 4 WD	$19.81	$198.10	$19.81	$198.10	$19.81	$198.10	$19.81	$198.10	$19.81	$198.10	$19.81	$198.10	$34.67	$346.68	$34.67	$346.68
Support	Debris	Log Skidder	$86.00	$860.00	$86.00	$860.00	$86.00	$860.00	$86.00	$860.00	$86.00	$860.00	$86.00	$860.00	$150.50	$1,505.00	$150.50	$1,505.00
Support	Debris	60' Crane Grapple Truck	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Support	Debris	Cat 325 with Mulching head or equivalent	$137.00	$1,370.00	$137.00	$1,370.00	$137.00	$1,370.00	$137.00	$1,370.00	$137.00	$1,370.00	$137.00	$1,370.00	$239.75	$2,397.50	$239.75	$2,397.50
Support	Equipment	Stump grinder w/trailer (per day)	$59.95	$599.50	$59.95	$599.50	$59.95	$599.50	$59.95	$599.50	$59.95	$599.50	$59.95	$599.50	$104.91	$1,049.13	$104.91	$1,049.13
Support	Hand tools	1-Weed Whip/Trimmer	$3.39	$33.90	$3.39	$33.90	$3.39	$33.90	$3.39	$33.90	$3.39	$33.90	$3.39	$33.90	$5.93	$59.33	$5.93	$59.33
Support	Hand tools	1-Backpack Blower	$2.55	$25.50	$2.55	$25.50	$2.55	$25.50	$2.55	$25.50	$2.55	$25.50	$2.55	$25.50	$4.46	$44.63	$4.46	$44.63
Support	Hand tools	Extendable chain saw 96" minimum	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$6.37	$63.70	$6.37	$63.70
Support	Hand tools	Power saws (additional)	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$6.37	$63.70	$6.37	$63.70
Support	Hand tools	Extension Saw	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$3.64	$36.40	$6.37	$63.70	$6.37	$63.70
Support	Heavy Equipment	Service Truck w/ trailer	$112.40	$1,124.00	$112.40	$1,124.00	$112.40	$1,124.00	$112.40	$1,124.00	$112.40	$1,124.00	$112.40	$1,124.00	$196.70	$1,967.00	$196.70	$1,967.00
Support	Heavy Equipment	FAE 300 Mulcher with Dozer Blade	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Support	Heavy Equipment	Excavator W Thumb	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$210.00	$2,100.00	$210.00	$2,100.00
Support	Heavy Equipment	Semi and Lowboy	$150.00	$1,500.00	$150.00	$1,500.00	$150.00	$1,500.00	$150.00	$1,500.00	$150.00	$1,500.00	$150.00	$1,500.00	$262.50	$2,625.00	$262.50	$2,625.00
Support	Heavy Equipment	Dozer	$92.00	$920.00	$92.00	$920.00	$92.00	$920.00	$92.00	$920.00	$92.00	$920.00	$92.00	$920.00	$161.00	$1,610.00	$161.00	$1,610.00
Support	Heavy Equipment	Track Loader	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$210.00	$2,100.00	$210.00	$2,100.00
Support	Heavy Equipment	Horizontal Grinder	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

Support	Heavy Equipment	Tracked Sennebogen with two attachments	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Support	Pickup	Pickup - 2 Ton	$17.65	$176.50	$17.65	$176.50	$17.65	$176.50	$17.65	$176.50	$17.65	$176.50	$17.65	$176.50	$30.89	$308.88	$30.89	$308.88
Support	Pickup	3/4 or 1 ton 4x4 support vehicle with gal fuel tank for Lg refueling, air compressor and all other tools	$80.00	$800.00	$80.00	$800.00	$80.00	$800.00	$80.00	$800.00	$80.00	$800.00	$80.00	$800.00	$140.00	$1,400.00	$140.00	$1,400.00
Support	Pickup	F550 (or equivalent) 4x4 support vehicle with all necessary tools and transfer tank	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$120.00	$1,200.00	$210.00	$2,100.00	$210.00	$2,100.00
Support	Pickup	1 Ton Crew Cab Pickup 4x4	$23.65	$236.50	$23.65	$236.50	$23.65	$236.50	$23.65	$236.50	$23.65	$236.50	$23.65	$236.50	$41.39	$413.88	$41.39	$413.88
Support	Traffic	Sign Board	$18.95	$189.50	$18.95	$189.50	$18.95	$189.50	$18.95	$189.50	$18.95	$189.50	$18.95	$189.50	$33.16	$331.63	$33.16	$331.63
Support	Trailer	1-6'x12' Enclosed Trailer	$20.00	$200.00	$20.00	$200.00	$20.00	$200.00	$20.00	$200.00	$20.00	$200.00	$20.00	$200.00	$35.00	$350.00	$35.00	$350.00
Support	Trailer	Landscape Trailer With Tools	$20.00	$200.00	$20.00	$200.00	$20.00	$200.00	$20.00	$200.00	$20.00	$200.00	$20.00	$200.00	$35.00	$350.00	$35.00	$350.00
Support	Trailer	Tractor Trailer	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$90.00	$900.00	$157.50	$1,575.00	$157.50	$1,575.00
Support	Trailer	Rollback W/20 Ft Bed	$140.00	$1,400.00	$140.00	$1,400.00	$140.00	$1,400.00	$140.00	$1,400.00	$140.00	$1,400.00	$140.00	$1,400.00	$245.00	$2,450.00	$245.00	$2,450.00
Support	Vehicle	Boat & Motor	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00	$175.00	$1,750.00	$175.00	$1,750.00
Support	Vehicle	Tri Axle Dump Truck	$118.84	$1,188.40	$118.84	$1,188.40	$118.84	$1,188.40	$118.84	$1,188.40	$118.84	$1,188.40	$118.84	$1,188.40	$207.97	$2,079.70	$207.97	$2,079.70
Technology	Computer	Xplore ruggedized tablet (Bobcat) with external second battery	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$14.00	$140.00	$14.00	$140.00
Technology	Computer	Tablet	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$14.00	$140.00	$14.00	$140.00
Technology	Computer	Laptop W Air Card	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$14.00	$140.00	$14.00	$140.00
Technology	Laptop Unit	Laptop with GPS Unit	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$8.00	$80.00	$14.00	$140.00	$14.00	$140.00
Technology	Misc	Tru Pulse Laser	$2.00	$20.00	$2.00	$20.00	$2.00	$20.00	$2.00	$20.00	$2.00	$20.00	$2.00	$20.00	$3.50	$35.00	$3.50	$35.00

		Rate Buildup - Labor							
		RATES PER REGION							
		San Juan	Bayamon	Caguas	Ponce	Arecibo	Mayagüez	Culebra	Vieques
Job Title/Classification	**Unit of Measure**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**	**Billing Rate**
Vegetation Clearing	HOUR								
Project Manager	HOUR	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$187.50	$187.50
Operations Manager	HOUR	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$135.00	$135.00
Safety Officer	HOUR	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$112.50	$112.50
General Foreman	HOUR	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00	$102.00	$102.00
Working Foreman A	HOUR	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$90.00	$90.00
Working Foreman B	HOUR	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00	$87.00	$87.00
Climber A	HOUR	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00	$87.00	$87.00
Climber B	HOUR	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00	$82.50	$82.50
Climber C	HOUR	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$70.50	$70.50
Climber D	HOUR	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00	$63.00	$63.00
Lift Operator A	HOUR	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$90.00	$90.00
Lift Operator B	HOUR	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00	$82.50	$82.50
Lift Operator C	HOUR	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$75.00	$75.00
Equipment Operator A	HOUR	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$90.00	$90.00
Equipment Operator B	HOUR	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$75.00	$75.00
Groundsman A	HOUR	$48.00	$48.00	$48.00	$48.00	$48.00	$48.00	$72.00	$72.00
Groundsman B	HOUR	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$60.00	$60.00
Vegetation Support									
Damage Assesor/Inspector	HOUR	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$90.00	$90.00
Data Systems Technician	HOUR	$130.00	$130.00	$130.00	$130.00	$130.00	$130.00	$195.00	$195.00
Data Systems Administrator	HOUR	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$225.00	$225.00
Utility Arborist (ISA or TRAC)	HOUR	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$112.50	$112.50
Utility Arborist (Non-ISA or Non-TRAC)	HOUR	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00	$90.00	$90.00
Utility Arborist (Office staff)	HOUR	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00	$67.50	$67.50
Drone Pilot	HOUR	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00	$67.50	$67.50
Environmental Officer	HOUR	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00	$135.00	$135.00

EXHIBIT E

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Puerto Rico Internal Revenue Code of 2011, as amended), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes or sales and use taxes with the Department of Treasury of the Commonwealth, or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

2. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.

3. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by ASUME certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

4. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

5. Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.

6. Contractor shall have delivered to PREPA prior to, or shall deliver on, the Effective Date:

   (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

   (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the Effective Date:

      i. a copy of Contractor's Merchant Registration Certificate;

      ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;

iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth of Puerto Rico;

iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

v. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;

vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;

vii. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;

viii. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws;

ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and

x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.

(c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 6(b).

6. In providing the services, Contractor, covenants, represents and warrants to PREPA as follows:

(a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries or its affiliates (together "Contractor Group Members" and each a "Contractor Group Member") shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by LUMA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.

(b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds

transferred by PREPA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

(c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(d) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

(e) Contractor shall at all times comply with all applicable Law regarding non-discrimination;

(f) Contractor attests, subject to the penalties for perjury, that no member of Contractor or Contractor Group, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement;

(g) Contractor shall inform PREPA if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;

(h) Contractor shall inform PREPA if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

(i) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable it with respect to the T&D System; and

(j) In delivering the goods or services, Contractor shall:

i. to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;

ii. to the extent that the goods or services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, as amended ("Act 173"), comply with Act No. 173; and

iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled

or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

7. **Consequences of Non-Compliance**. Contractor expressly agrees that the conditions outlined throughout this Exhibit E are essential requirements to contract with PREPA. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Contractor's negligence, dereliction of duties or breach of the Agreement, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

8. Contractor hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico ("Act 2-2018") or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico- ("Act 8-2017").

   PREPA shall have the right to terminate the Agreement in the event Contractor is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018 or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

   Furthermore, Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

9. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.

Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico: The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 as amended, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Agreement. Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the contract null and void and Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

Attachment 1
Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of _____, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of _____ of _____ (hereinafter referred to as the "Contractor") organized as a _____ under the laws of _____ [with the Federal Identification No.] _____.
- That I am authorized to represent the Contractor and all of its partners and members (if applicable) for purposes of this affidavit.
- That neither the Contractor nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Contractor's agreement with the Puerto Rico Electric Power Authority while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this ____ day of _____, 20___.

By:_____
Name:
Title:

Affidavit No. ____

Sworn and subscribed before me by _____, of the personal circumstances stated above, in his/her capacity as _____ of _____; who is personally known to me or whom I have identified pursuant the following form of identification: _____, this ___ day of _____, 20___.

Annex 1
Contract Certification Requirement

(See Attached)

* * * * *

EXHIBIT F

INSURANCE REQUIREMENTS

Insurance:

The Contractor shall secure and maintain in full force and effect during the life of this Agreement and until the end of the warranty period as provided herein, policies of insurance covering all operations engaged in by the Contractor, including but not limited to the following:

(i) Commonwealth of Puerto Rico Workmen's Compensation Insurance:

The Contractor shall provide Workmen's Compensation Insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any, or shall certify that such Subcontractors, agents, and invitees have obtained said policies on their own behalf.

The Contractor shall furnish a certificate from the Puerto Rico's State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance and including the Agreement Number, in accordance with this Agreement.

(ii) Employer's Liability Insurance:

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of at least $5,000,000 for each employee and at least $5,000,000 for each accident covering against the liability imposed by law upon the Contractor caused by or resulting from, injury, accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico (extraterritorial coverage).

(iii) Commercial General Liability Insurance:

The Contractor shall provide a Commercial General Liability Insurance with limits of at least $5,000,000 per occurrence and at least $5,000,000 aggregate. The Contractor agrees to require all its Subcontractors, if any, to procure and maintain similar coverage. **This limit can be met by a combination of primary commercial general liability policy and follow-form excess/umbrella liability policy**. The deductible for such insurance shall be no more than twenty-five thousand dollars ($25,000.00) and the policy shall by its wording, or by endorsement include, but not be limited to the following coverages:

(A) "cross liability" and "severability of interest" clause which shall have the effect of insuring each person, firm, or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each.

(B) broad form property damage;

(C) blanket contractual liability;

(D) products and completed operations liability (for a period not less than twenty four (24) months from the date of contract completion;

(E) liability for operation of attached machinery;

(F) sudden and accidental pollution liability; and

(G) explosion, collapse and underground (XCU) and blasting.

(iv) Commercial Automobile Liability Insurance:

The Contractor shall provide a Commercial Automobile Liability Insurance with limits of at least $2,000,000 combined single limit covering all owned, leased, or scheduled autos, non-owned, and hired autos (including trailers). The Contractor agrees to require all its Subcontractors to procure and maintain similar coverage. The deductible for such insurance shall be no more than twenty-five thousand dollars ($25,000.00).

(v) Pollution Liability Insurance:

Unless otherwise provided in this Contract, **if the Services potential for Environmental impact or handling of Hazardous Materials**, Contractor is required to procure pollution liability insurance coverage in the amount of two million dollars ($2,000,000) per occurrence and two million ($2,000,000) in the aggregate. Such insurance shall cover claims for bodily injury, property damage, clean-up costs, and related legal defense expenses for pollution conditions that result from, or are disrupted by, the services rendered in performance of this Agreement or any Task Order by or on behalf of Contractor. Coverage will include extensions for transportation and off-site disposal (if applicable) and will not be restricted by any time element limitations, mold, asbestos, lead based paint, or insured vs. insured exclusions preventing Owner from bringing a claim against other insureds. The policy will apply to pollution conditions on, at, under, arising or migrating from the Site. If the policy is written on a "claims made" basis, Contractor shall provide Owner with proof of renewal for the two (2) years following the expiration of the Contract. Further, Owner may require Contractor to purchase an extended reporting period endorsement at Contractor's sole expense. The deductible for such insurance shall not exceed one hundred thousand dollars ($100,000).

(vi) **If owned or non-owned aircraft or watercraft are used in the performance of the Services**, then Contractor will obtain aircraft liability and/or watercraft liability (as applicable), with a minimum limit of five million dollars ($5,000,000) per accident or occurrence. The deductible for such insurance shall be twenty-five thousand dollars ($25,000).

(vii) Property Insurance (Bailee Coverage): **If during this Agreement the Contractor will have PREPA's or LUMA's property under his or her Care, Custody and Control,** then insurance covering loss of or damage to PREPA's or LUMA's property will be required.

Requirements Under the Policies:

The Commercial General Liability, Commercial Automobile Liability and, if applicable, Pollution Liability and Aircraft or Watercraft Liability insurance policies required under this Contract, including but not limited to any subcontract(s) shall be endorsed to include:

a. As An Additional Insured:

LUMA Energy Servco LLC. / Puerto Rico Electric Power Authority (PREPA)
Risk Management Office
PO Box 364267
San Juan, PR 00936-4267

For any and all claims, liabilities, suits, causes of actions, and/or proceedings related to, arising out of, caused by, or resulting from any and all operations engaged by the Contractor.

b. A 30 days' cancellation or nonrenewable notice to be sent to the above address.

c. An endorsement including this Agreement under contractual liability coverage and identifying it by number, date, and parties to the contract.

d. Waiver of Subrogation in favor of LUMA Energy Servco, LLC. /Puerto Rico Electric Power Authority.

e. Breach of Warranties or Conditions:

"The *Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice LUMA Energy Servco, LLC. / PREPA's rights under this policy*."

The inclusion of a "Separation of Insureds" clause may be submitted as an alternative.

If applicable, the Pollution Liability, Aircraft Liability or Watercraft Liability and Property Insurance (Bailee Coverage) Liability insurance policies shall be endorsed to include:

a. A 30 days' cancellation or nonrenewable notice to be sent to the above address.

General Provisions for Insurance to be Provided by Contractor

With respect to the policies of insurance procured by Contractor hereunder:

(i) Contractor and its Subcontractors will furnish Owner with certificates of insurance for inspection by authorized representatives of Owner within thirty (30) business days of Agreement or Subcontract execution and immediately upon renewal of any insurance policy. All required policies of insurance shall be in a form acceptable to LUMA and shall be issued only by insurance companies authorized to do business in Puerto Rico. The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded. If Owner requests, Contractor and its Subcontractors will also furnish Owner with policies of insurance for inspection by authorized representatives of Owner. The furnishing of insurance by Contractor or its Subcontractors does not limit any of the other obligations or

Liabilities of Contractor under the Contract. The bankruptcy or insolvency of any insurance company or the failure of any insurance company to pay any claim under an insurance policy will not be construed as a waiver or release of Contractor's obligations or Liabilities under the Agreement;

(ii) Contractor shall provide a Certificate from the Puerto Rico's State Insurance Fund that includes this contract identified by its number before performing any work pertinent to this contract.

(iii) If Contractor fails to provide to Owner satisfactory evidence of Contractor's Insurance as required herein upon request or, if after providing such evidence, any such policy lapses, is cancelled, or is reduced in coverage and or below total limits required in this Agreement, then in each such case, Owner may without restricting any of its other rights and remedies arising from such failure, whether under this Agreement or pursuant to any laws, procure and maintain such insurance in the name of Contractor, the cost of which shall be payable by Contractor to Owner on demand, and Owner may, at its option, deduct such cost as off-set from any monies which are due or may become due to Contractor. Total required limits can be met with any combination of primary and follow – form excess (Ei. Umbrella Policy);

(iv) Contractor shall ensure that all Subcontractors engaged in the Services shall procure insurance in accordance with standard industry practice. Before permitting any Subcontractors to perform any Services, Contractor shall obtain a certificate of insurance from each subcontractor evidencing such insurance, including all additional insured requirements. If any subcontract employees are principally employed in a jurisdiction other than Puerto Rico, but working on the Services, their workers' compensation and employer's liability policy shall be extended to include extra-territorial coverage. Notwithstanding the generality of the foregoing, Contractor shall ensure that all of its Subcontractors have and continuously maintain effective workers' compensation or equivalent insurance in any jurisdiction in which its Subcontractors perform any Services, and specifically in respect of any Services performed at the Site;

(v) Owner, its Affiliates, and their respective personnel, Subcontractors, all Other Project Participants and all other parties having a contractual right to insurance coverage, shall receive a waiver of subrogation and be named as "additional insureds" on all Contractor's and Subcontractors' insurance policies, except where prohibited by law.

(vi) All insurance policies shall be placed with insurers having an assigned rating of not less than A VIII by A.M. Best or equivalent, licensed in the Commonwealth of Puerto Rico, and in a form reasonably acceptable to Owner. Each such policy shall provide that it cannot be cancelled without at least ninety (90) Business Days' written notice to Owner and Contractor will give Owner at least thirty (30) Business Days' prior written notice of any reduction in coverage. The approval of any such policy by Owner shall in no way relieve Contractor of its obligations to provide the insurance required herein;

(vii) All insurance policies will provide for world-wide territory, liabilities and suits;

(viii) Insurance proceeds as they relate to damage or loss to physical assets, shall be available to Owner to the extent required for the timely repair or replacement of such damages or loss;

(ix) Owner shall be entitled to fully participate with Contractor in the processing of any insurance claim relating to this Agreement;

(x) Contractor shall use all diligence to ensure that all insurance required under this Contract shall not be invalidated. Contractor shall, at all times, comply with and abide by, and will ensure Subcontractors comply with and abide by, the terms, conditions, and requirements of the policies;

(xi) All insurance policies provided by Contractor shall be considered primary and shall not bring into contribution any other valid and collectible insurance;

(xii) All insurance policies will be consistent to what is typically obtained for work and projects similar in nature, size and scope of the Services;

(xiii) Contractor shall be responsible and liable, in each claim or occurrence for all deductibles and retentions under the policies; and

(xiv) LUMA / PREPA reserves the right to require other insurance as it may seem necessary during the course of this Agreement.

For clarity, the Maximum Liability Limit shall in no way limit Owner's right to recover pursuant to the required insurances, and such insurance proceeds shall not be included in calculating the Maximum Liability Limit.

Bonds:

As an Agreement security, the Contractor shall furnish at the time of the execution of the Agreement the following bonds:

1. A Payment Bond in the amount of a hundred percent (100%) for each year (that is, equal to the percentage of the Agreement price that corresponds to that particular year), with good and sufficient surety satisfactory to PREPA to guarantee the prompt payment of all labor, supervision, equipment and materials required in the performance of the Agreement.

2. A Performance Bond in the amount of one hundred percent (100%) for each year (that is, equal to the percentage of the Agreement price that corresponds to that particular year), with good and sufficient surety satisfactory to PREPA, guaranteeing the Contractor will well and faithfully perform the Services.

3. Each bond shall be issued in the official form of LUMA (that is, AIA 312 format) and must include the corresponding Power of Attorney.

EXHIBIT G

FEDERAL CONTRACTING CLAUSES

1. USE OF FEDERAL FUNDING

This Contract or Agreement ("Contract") is funded, in whole or in part, by United States Federal Government ("Federal" or "Government" or "Federal Government") assistance in the form of grant, subgrant, loan, or reimbursement either directly to the recipient, the Central Office for Recovery, Reconstruction, and Resiliency ("COR3") or the Puerto Rico Department of Housing ("PRDH"), or to the subrecipient or applicant, Puerto Rico Electric Power Authority ("PREPA") represented by its agent LUMA Energy ServCo, LLC ("LUMA"), of funding provided from the Federal Emergency Management Agency ("FEMA") and Department of Housing and Urban Development ("HUD") to the Commonwealth of Puerto Rico. Accordingly, the following Federal provisions apply to this Contract pursuant to 2 CFR Part 200.327 and 2 CFR Part 200, Appendix II, as applicable.

2. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the Agreement, PREPA via its agent, may in its sole discretion:

a. elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

b. hire another contractor to perform the work and deduct any additional costs incurred by PREPA as a result of substituting contractors from any amounts due to Contractor; or

c. pursue and obtain any and all legal or equitable remedies.

This Section shall in no way be interpreted to limit PREPA's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to such labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor shall include, and require compliance by each of its subcontractors and vendors with, the provisions of these paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965. The Contractor will take such action with respect to any subcontract or purchase order as the Federal Emergency Management Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   PREPA further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

PREPA agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

PREPA further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, PREPA agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to PREPA under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from PREPA; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with HUD CDBG Labor Standards Requirements

The terms of HUD form 4010 "Federal Labor Standards Provisions" apply and shall be deemed included as if restated in full herein. The terms in HUD Form 4010 include but are not limited to provisions requiring compliance with the following:

a. **The Davis-Bacon Act** (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. **The Copeland "Anti-Kickback" Act** (18 U.S.C. § 874, 40 U.S.C. § 3145) and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

   i. Subcontracts. Contractor shall insert in any subcontracts the clauses contained in subparagraphs (1) through (11) of paragraph (a) of HUD form 4010 and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   ii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **HUD Section 3.**

If work to be performed under this contract will be funded in whole or in part with a HUD CDBG funds (including, but not limited to CDBG-MIT), the work is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing. If Section 3 applies, the Parties agree to comply with HUD's regulations in 24 C.F.R. part 75 that implement Section 3, including but not limited to inclusion of a HUD Section 3 clause in every subcontract subject to compliance with n 24 C.F.R. part 75, and taking appropriate action upon finding that a subcontractor is in violation of the requirements in 24 C.F.R. part 75.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Section.

c. Withholding for unpaid wages and liquidated damages. PREPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Section.

d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

6. COMPLIANCE WITH CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The Contractor agrees to report each violation to LUMA and understands and agrees that LUMA will, in turn, report each violation as required to assure notification to the Recipient, the Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

7. SUSPENSION AND DEBARMENT

Federal regulations restrict PREPA from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration and contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

a. The Parties recognize that this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor has verified via the *Certification Regarding suspension and Debarment* form attached hereto at **Annex I**, that neither the Contractor nor its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor shall promptly notify LUMA of any changes to this certification during the term of this Agreement.

b. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction.

c. This certification is a material representation of fact relied upon by PREPA and its agent LUMA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PREPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8. BYRD ANTI-LOBBYING AMENDMENT

Contractors and subcontractors who apply for or bid on a federally funded contract of $100,000 or more must file the required certification found at APPENDIX A, 44 C.F.R. PART 18. As such Contractor has verified via the *Byrd Anti-lobbying Certification and Disclosure* form attached hereto at **Annex II**, that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. If Contractor awards any subcontract of $100,000 or more under this Agreement, Contractor will collect a *Byrd Anti-lobbying Certification and Disclosure* form from each subcontractor and submit it to LUMA. Contractor and its subcontractors subject to this requirement shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Disclosures will be forwarded to FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Agreement performance schedule; meeting Agreement performance requirements; or at a reasonable price. Contractor shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Contractor *and its subcontractors* are prohibited from spending the proceeds of this Agreement on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons as set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 ("McCain Act"), and 2 C.F.R. Section 200.216. Contractor and its subcontractors shall not use funds paid under this Agreement to fund the purchase, installation, or services of the telecommunications and video surveillance products or to contract with the entities prohibited by Section 889 of the McCain Act or 2 C.F.R. Section 200.216.

b. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Agreement.

11. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Agreement.

12. ACCESS TO RECORDS

a. The Contractor agrees to provide PREPA, P3A, the Puerto Rico pass-through agency, the Federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide PREPA, the Puerto Rico pass-through agency, the Federal awarding agency, or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d. PREPA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal awarding agency or the Comptroller General of the United States.

e. In compliance with the Disaster Recovery Act of 2018, the Parties acknowledge and agree that no language in this Contract is intended to prohibit audits or internal review by the FEMA Administrator, the Secretary of HUD, or the Comptroller General of the United States.

f. Records to be Maintained. Contractor shall maintain records, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations, whichever is longer. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this Contract, any other applicable Federal statutes and regulations, and the terms and conditions of Puerto Rico Department of Housing's (" PRDOH") Federal award.

g. Record Retention and Transmission of Records to LUMA Records. Prior to close out of this Contract, the Contractor must transmit to LUMA records sufficient for LUMA to demonstrate that all costs under this Contract met the requirements of the Federal award.

h. Data and Privileged Information. Contractor, if applicable, is required to maintain confidential data demonstrating client eligibility for activities provided under this Contract. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

i. Personally Identifiable Information (PII) Policy. Contractor must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Contract, as it may be updated from time to time.

j. Report. Contractor must complete and submit quarterly reports providing an overview on the project's progress to date, compliance with job creation/ retention (if applicable), and a summary of the progress expected for the next quarter. Additional compliance reporting, including but not limited to that for Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Part1701u, and Davis Bacon and Related Acts, as amended, 40 U.S.C. Part3141-3148, will be maintained in accordance with the reporting requirements under the CDBG-DR regulations, applicable PRDOH CDBG-DR policies, and executed agreements.

k. Ownership and Use of Documents.

i. With the exception of the Contractor's working papers, Contractor acknowledges LUMA's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the Contractor, its agents, or representatives, for purposes of performing key obligations hereunder. In the event of any termination, Contractor shall deliver such information, drafts, reports, papers, and other materials to LUMA, in

document form or as computer program data, and Contractor recognizes LUMA or any other applicable stakeholder's (e.g. PRDOH, FEMA, and/or COR3) right to request such documentation or computer program data. If Contractor fails to deliver said information, LUMA may seek a judicial order to enforce its rights.

ii. Proof of expenditures incurred by Contractor on behalf of LUMA shall be made available LUMA. Contractor agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to Contractor account. These documents shall be open for LUMA and other stakeholders such as PRDOH, FEMA, and/or COR3's examination at all reasonable times during the term of this Contract, and up to five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations, whichever is longer.

13. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the Federal awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of Federal awarding agency officials without specific pre-approval from the Federal awarding agency. The Contractor shall include this provision in any subcontracts.

14. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal awarding agency policies, procedures, and directives.

15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to PREPA, LUMA, the Puerto Rico pass-through entity, the Contractor, or any other party pertaining to any matter resulting from the Agreement.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

17. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

18. DRUG FREE WORKPLACE

Contractor shall establish procedures and policies that promote a drug-free environment. Contractor must notify its employees of the policies as well as the penalties that may be imposed if any type of violation occurs. Contractor must notify LUMA if any of its employees are criminally convicted of any offense related to the use of drugs in the work environment. Such notification shall be made within ten (10) days of the conviction being declared.

19. COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Government of Puerto Rico, including PREPA, and the federal grant awarding agency (the "Licensees") a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data, materials and other results and proceeds first produced in the performance of this contract ("Work Product") the right to reproduce, publish, or otherwise use Work Product, including the preparation of derivative works, to distribute copies to the public, and to publicly perform and display the Work Product. For data and materials required by the contract but not first produced in the performance of this contract ("Acquired Work Product"), the Contractor will identify and grant to the Licensees or acquire on their behalf a license in Acquired Work Product that meets requirements, as determined solely by PREPA or its agent, for the Licensees to use and to license others to use the Work Product and Acquired Work Product for all PREPA activities and for ongoing use, training, maintenance, and improvement of the resulting technology improvements. Work Product and Acquired Work Product shall include, but not be limited to, data, research, written reports or literary works, software and/or source code, pictures or images, graphics, audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to PREPA, in formats acceptable to PREPA, copies of Work Product and Acquired Work Product.

ANNEX 1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By signing this Certification, the Proponent certifies that the firm, business or person submitting the proposal has not been suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. The Puerto Rico Energy Power Authority / LUMA Energy ServCo, LLC also may exercise any other remedy available by law.

In witness whereof, I affirm and sign the herein document in _____, _____, this _____ day of _____, 20____.

_____
(Printed Name of Proponent)

By: _____
(Signature of Proponent)

_____
(Name of Firm)

_____
(Position)

Affidavit No. _____

Duly sworn and subscribed to before me in the city of in _____, _____, this _____ day of _____, 20____, by _____, of legal age, _____(civil status), _____(occupation), and resident of _____, in his/her capacity as _____ of the Proponent, who to me is personally known, or have identified by means of _____.

_____
Public Notary

ANNEX 2

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. Part 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Part 3801 et seq., apply to this certification and disclosure, if any.

[Signature page follows]

_____

Contractor's Name

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

EXHIBIT H

LUMA POLICIES

Dear suppliers:

I hope this message finds you well. I am pleased to address you as LUMA President and Chief Executive Officer. First, I want to express my gratitude for your support of our mission: to transform and modernize Puerto Rico's electric grid. I am committed to leading this company transparently, aligned with applicable laws and regulations, as well as with our own ethical standards.

We handle federal funds and other funds that belong to the people of Puerto Rico. As business partners, we expect our suppliers to behave ethically and transparently. There is a Contractor Code of Conduct for companies that work with LUMA, which you must abide by. Compliance not only helps us both avoid risks and legal penalties, but also allows us to build a solid reputation and foster trust with you and with the people of Puerto Rico. Here are some important reminders.

Respect for the purchasing process

To participate in LUMA's purchasing processes your company must be registered as a supplier. The requirements for registration can be found on the Suppliers section of our website at: https://lumapr.com/suppliers/lumas-vendors-registry-requirements/?lang=en. The supplier selection process must be completely finished, including the signing of the contract, before we are able to receive any goods or services.

No employee is authorized to provide a supplier with confidential information that gives it a competitive advantage in a procurement process. It is also strictly forbidden for any employee to receive benefits in exchange for awarding contracts or favoring a supplier. To make processes transparent, we also ask suppliers to refrain from trying to influence the purchasing process or from trying to obtain information that gives them an advantage.

In addition, employees are prohibited from sharing supplier's proposals or quotes with other suppliers. Therefore, please do not ask our employees for other suppliers' proposals or quotes.

Gifts from suppliers

When working with public funds, perception is as important as reality. A third party may misinterpret frequent lunches or dinners as a way to try to influence our employees, so please avoid extending these invitations.

If you receive any requests for gifts or benefits from any LUMA employee, please feel free to contact me directly, or, contact us anonymously, through the LUMA Ethics Helpline at: http://lumaethicshelpline.com/.

I appreciate your dedication and continued contribution.

Cordially,

[redacted]

President and Chief Executive Officer

OPERATOR ("LUMA") POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES

LUMA was created to power the lives of the people of Puerto Rico through the delivery of safe, reliable, and affordable electricity. Operating safely and sustainably and in an ethical and responsible manner is critical to achieving our goals.

Our vendors play an important role in supporting our operations and upholding our commitments to our customers. Our Vendor Code of Conduct explains the principles and standards that apply to you when you are providing goods and services to LUMA. As a LUMA vendor, we expect you to share the principles described in this Code of Conduct and to apply similar standards with your own employees and across your supply chain.

By following this Code, you are upholding our mission and our core values and setting the groundwork for our joint success. We expect you—including your employees and the suppliers you yourself use—to act ethically and abide by the commitments in this Code and by other policies that may apply you as you interact with us or act on our behalf. We value our relationship with you and appreciate your efforts to fulfill these important responsibilities.

OUR MISSION STATEMENT & VALUES

Our values are not just words on a page. We live them daily. Our mission is always, in every way, to continue getting better.

Mission Statement

LUMA was purposefully built for the people of Puerto Rico, to reinvigorate and transform the island's electric transmission and distribution system and to support its overall economic development. We put people first – our employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for our customers and the world around us.

We stand together, building a culture on continuous improvement with the goal of working towards a stronger Puerto Rico by delivering on our promise of excellent customer service and our commitment to Safety.

Core Values

Our Core Values define how we work and we seek out business partners who share them as well. It is important that all members of our team embrace these values, as they are fundamental to how we do business.

We live by the following values:

I. CARE

We seek to understand and collaborate. We care enough to challenge each other. We care about each other – and the communities where we live and work.

II. ACCOUNTABILITY

We are transparent, respectful and responsive. We are ethical and guided by integrity. We do the right thing. We hold ourselves and each other accountable to operational excellence.

III. PRIDE

We take pride in holding ourselves to the highest standards of safety and sustainability. We are invested in our people, our actions and our commitments for the long run. We celebrate our successes and continuously strive to be better.

CONDUCTING BUSINESS THE LUMA WAY

Our Expectations

LUMA's Vendor Code of Conduct ("Code") applies to all intermediaries, suppliers, consultants, contractors, contract labor and other business partners who provide goods or services to or on behalf of LUMA (collectively, "vendors"). We each play a role in upholding the principles of our Code. You are expected to ensure that all your employees or sub-vendors that perform work for LUMA read, understand and follow the Code and the underlying policies and practices that are applicable to them to avoid illegal or unethical conduct. Compliance with this Code is a requirement for becoming and remaining a LUMA vendor.

Vendor Selection

We are committed to dealing fairly with all vendors throughout our procurement process, from bid evaluation and negotiation to award decisions and purchasing administration. We select our vendors based on objective criteria, such as technical, commercial or other legitimate business reasons. You are expected to cooperate with our procurement processes, including responding to any due diligence requests.

Speak Up

Raising awareness of possible misconduct or violations of the law or the Code is part of our commitment to creating a fair and honest culture. To ensure the highest levels of integrity throughout our supply chain, we rely on our vendors to speak up about any actual or suspected violations of the law or our Code.

If you want to come forward with any questions or concerns, you may use any of the following resources:

Your LUMA Supply Chain Representative
LUMA Leadership
LUMA's Director of Compliance
LUMA's Ethics Helpline

LUMA's Ethics Helpline is available 24 hours a day, seven days a week, in Spanish and English. You can call the Ethics Helpline at 877-776-0993 and speak with a third-party representative, make a report via the internet at www.LUMAethicshelpline.com, or e-mail compliance@lumapr.com.

LUMA's Ethics Helpline is managed by an independent third-party service provider. You may report anonymously. All reports made to the Ethics Helpline are forwarded to LUMA's Director of Compliance for review and investigation. When you make a report to the Ethics Helpline, please provide as much information as possible. The more information you provide, the easier it will be for the Company to investigate and address your concern.

Investigation of Reports

You are encouraged to report conduct that you believe is illegal or improper. LUMA treats all reports of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all reports and take necessary action. You are expected to cooperate with any investigations. LUMA does not tolerate any form of retaliation against anyone who reports a violation of this Code in good faith or cooperates with an investigation. We also expect all our vendors to investigate any concerns that are reported to them and to take corrective measures if necessary.

Violations of Our Code

LUMA takes violations of our Code very seriously. We encourage our vendors to monitor their compliance with the Code's requirements. LUMA will monitor our vendors' compliance with this Code through audits or site visits as we deem necessary and we expect our vendors to cooperate with related requests. If any non-compliance with this Code is detected, you are expected to take reasonable steps to address, remedy, and prevent reoccurrence of the non-compliant conduct. Failure to comply with this Code may result in the termination of the business relationship between you and LUMA.

CREATING A CULTURE OF TRUST AND RESPECT

We believe in *People First, Safety Always.*

Human Rights and Labor Practices

We respect and promote human rights in all our operations. We expect you to share our commitment to providing equal employment opportunity and creating an inclusive work environment that is free from discrimination. You must treat all members of your workforce fairly and in accordance with all applicable labor and employment laws.

We expect you to employ workers on the basis of their ability to do the job, and not on the basis of their race, color, age, sex, national origin/ancestry, social origin or status, marital or familial status, citizenship status, disability, religion, veteran status, sexual orientation, gender identity, political affiliation, genetic

information, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, or any other status protected by federal, state, or local law.

LUMA will not tolerate any conduct by a vendor that is offensive, hostile, abusive, exploitative or otherwise inconsistent with a respectful workplace. You must not support or engage in forced or indentured labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, overtime, and benefits. We expect you to respect the rights of your workers to associate freely and to join or not join labor unions.

Workplace Safety

At LUMA, the safety of our people – employees, customers, vendors, and the public – matters first and foremost. As our vendor, you must comply with all applicable safety and security laws and regulations. You also must adhere to LUMA's safety standards and apply safe work practices to work you undertake on our behalf to prevent injuries and illnesses and minimize property losses. You must comply with LUMA HSE Contractor Selection and Management Standard applicable requirements. You are expected to report any incidents or near-misses in accordance with LUMA's HSE Handbook and our Workplace Safety Policy. You must ensure that your workers receive relevant training on health and safety procedures, including prohibitions on the use of illegal drugs and alcohol at work and restrictions on the possession of weapons.

Social Media

You must not use social media in a way that may jeopardize LUMA's reputation. You are not allowed to make any statements on behalf of LUMA without prior permission from the Company's Communications department. You are also not permitted to use LUMA's name or logo, trademarks or other intellectual property without the Company's express consent. You must never use social media to make false or defamatory comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

Conflicts of Interest

When working for LUMA, you have a responsibility to always act in the best interests of the Company. You must avoid engaging in any activity that would create an actual or apparent conflict of interest in the provision of products or services to LUMA. A conflict of interest may arise when your personal or professional relationships influence or appear to influence your business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- Your company is partially or fully owned or controlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee
- Your company is partially or fully owned or controlled by a government employee of any agency that regulates or oversees LUMA
- You hire or employ a current LUMA employee or their family member
- You have a personal relationship with the LUMA employee who supervises your work for the Company

Additionally, we are obligated to comply with the Código de Ética para Contratistas, Suplidores, y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico (the "Code of Ethics"), which enumerates our ethical obligations and responsibilities and includes specific requirements related to identifying, avoiding and mitigating conflicts of interest.

Even the appearance of impropriety can undermine our credibility, pose financial and reputational risk to us and jeopardize our ability to comply with relevant laws and regulations, or our contractual obligations. If you are aware of any situation that may create a conflict of interest you must promptly disclose it to the Company.

ACTING WITH INTEGRITY

We conduct our business lawfully and ethically.

LUMA's Code of Conduct for Employees

All LUMA employees are required to comply with LUMA's Code of Conduct for employees, available at https://lumapr.com/. Among other things, LUMA's employee Code has strict rules and expectations for our employees when they interact with LUMA's vendors. You must never cause or take any action that would result in a LUMA employee violating the employee Code. When in doubt, ask your LUMA business contact.

Zero Tolerance for Corruption

LUMA is committed to conducting business the right way. We never tolerate any form of corruption and we expect our vendors to carry out their business honestly and ethically. You must operate in full compliance with applicable laws and regulations, including anti-money laundering, anti-bribery and anti-corruption laws, wherever you do business.

When working for or on behalf of LUMA, you must never offer, promise or give a bribe, kickback or improper payment to anyone, whether they are a government official, commercial actor or private individual.

A bribe is an offer or gift of anything of value in order to improperly influence a decision or gain an unfair business advantage. Bribes may include money, expensive gifts, extravagant travel or entertainment, employment opportunities, and political or charitable donations. A kickback is money or a gift of anything of value returned or paid as a reward for awarding or fostering business.

We expect you to implement your own anti-corruption policies and procedures, which include conducting appropriate due diligence for any sub-vendors that will perform work for LUMA and maintaining accurate books and records.

Exchanging Business Courtesies

In the course of conducting business for LUMA, you may exchange business courtesies to build goodwill and positive working relationships at the Company. However, such exchanges must not be used to improperly influence a business decision or create a sense of obligation. Although nominal promotional items or business courtesies of modest value may be acceptable in certain situations, they are never required to do business with LUMA.

Even the appearance of impropriety can damage your and LUMA's reputations. Any business gifts or entertainment you give or offer to LUMA employees must be reasonable and comply with local law and the LUMA employee Code. Such courtesies must not be provided frequently. Extravagant gifts and entertainment, cash, cash equivalents, gift cards or discounts not available to all employees are prohibited, whether they are provided directly to LUMA employees or indirectly via third parties or family members.

Relationships with Governmental Authorities

LUMA often interacts with Puerto Rico's regulatory and other governmental authorities that are responsible for laws, regulations, and policies that affect the Company, such as:

- The Puerto Rico Public-Private Partnerships Authority ("P3 Authority")
- The Puerto Rico Electric Power Authority ("PREPA")
- The Puerto Rico Energy Bureau ("PREB")
- The Financial Oversight and Management Board for Puerto Rico ("FOMB")
- The Federal Emergency Management Agency ("FEMA")

In your work with LUMA, you may encounter government officials or employees from these or other government agencies and departments. You must act with integrity when interacting with such governmental authorities and ensure that you comply with all applicable legal requirements. You must not make representations on behalf of LUMA without prior approval from the Company.

Providing a business courtesy to a government official or employee is subject to strict rules, including the Code of Ethics. You shall not provide any business courtesies to any government officials or make any donations or contributions to any political party or candidate or for any political initiative on LUMA's behalf without prior approval from the Company.

Trade Controls

LUMA complies with all applicable laws and regulations that govern international trade, including import and export controls and economic sanctions promulgated by the U.S. Treasury Department, Office of Foreign Assets Control. We expect our vendors to be knowledgeable of and abide by these laws when applicable. You must not engage in transactions with any sanctioned parties or facilitate transactions with third parties that involve sanctioned parties.

SUPPORTING OUR COMMUNITIES

We invest in our local communities and provide the best service to our customers.

Environment and Sustainability

LUMA recognizes the importance of safeguarding the environment for future generations. We are committed to reducing our environmental impact and we actively seek vendors that operate in an environmentally responsible manner. Because we care about protecting the environment, we expect our suppliers to:

- Commit to and promote environmental compliance.

- Comply with local, Commonwealth and federal environmental laws, regulations and government orders, permits, authorizations and other legal obligations.
- Assist in finding efficient and effective solutions to environmental issues.
- Report environmental incidents in accordance with policies.
- Respond quickly and effectively to environmental incidents involving work sites and/or equipment in accordance with LUMA's policies.
- Be familiar with and comply with all LUMA environmental systems, procedures, plans and programs in effect and applicable to their work situation.
- Implement systems and procedures to minimize activities that pose a threat to the environment and provide training on the same.
- Ensure safe and appropriate management and disposal of waste.

Local Goods and Services

LUMA is committed to investing in the people of Puerto Rico. We support local businesses and provide them with fair opportunities to bid and acquire contracts. We expect our vendors to share this commitment to seek, use and develop a local supply chain while performing work for LUMA.

PROTECTING OUR COMPANY RESOURCES

We use assets, systems, processes and data responsibly.

Asset Management

Responsible management of assets that are owned by LUMA as well as assets that are entrusted to us by PREPA is vital to the performance of our work. Such assets include equipment, tools, vehicles, offices and yards, funds, documents, networks, systems and software, confidential information, sensitive information and intellectual property. As a LUMA vendor, your services may affect electric utility service and be subject to utility regulation, including oversight from the P3 Authority and the PREB. You are expected to safeguard the assets managed by LUMA and only use them with Company approval and for legitimate business purposes; they should be protected from misuse or theft.

Data Protection

Information systems managed by LUMA, and the data we store on these systems, are valuable assets, many of which are used to carry out critical utility activities. You have a duty to maintain the security and integrity of these systems and to abide by all information protection and privacy laws that apply to your relationship with us.

If you provide information systems services to LUMA, or you connect to information systems managed by LUMA, you will be expected to implement and maintain a cybersecurity system designed to prevent unauthorized access to these systems, as well as your own. In such cases, LUMA has the right to screen your systems for compliance and security purposes prior to engagement. You must notify LUMA

immediately if any information we provided or gave you access to has been, or is suspected of being, lost, stolen, or inappropriately disclosed.

All information that is created, stored and transferred using systems and networks managed by LUMA is Company or PREPA property. LUMA may authorize individuals to monitor equipment, systems and network traffic to ensure that these systems have not been compromised or to see if there has been improper or inappropriate use of Company or PREPA resources. You should not expect privacy when using LUMA's systems to access, download or transmit information.

Confidential Information

In the course of your work for LUMA, you may have access to the Company's or PREPA's confidential, non-public information. This can include financial information, business or strategic plans, customer lists, terms or rates offered to customers, pricing and technological innovations. You must protect the confidentiality of this information and you must not disclose it to anyone outside the Company unless the Company authorizes you to do so or it is required by law.

Sometimes our customers or other vendors will provide us with their own confidential information, in furtherance of our business relationships with them. You must always respect and protect the confidential information of our customers and other vendors and abide by any confidentiality obligations to which you have agreed. Any media inquiries related to confidential, non-public information about LUMA or its operations should be referred to the Company's Communications Department.

Data Privacy

We respect the privacy of the personal information of our employees, customers, and vendors. You have a shared responsibility to protect this information against inadvertent or inappropriate disclosure. You must handle such information in compliance with applicable laws and LUMA's policies and IT security requirements. LUMA reserves the right to analyze your security system to ensure that any personal information we disclose to you will be adequately protected. You must not share such information with third parties without LUMA's express approval. Any potential compromise to the confidentiality or the security of personal information should be immediately reported to LUMA's IT—OT Department.

Record Retention

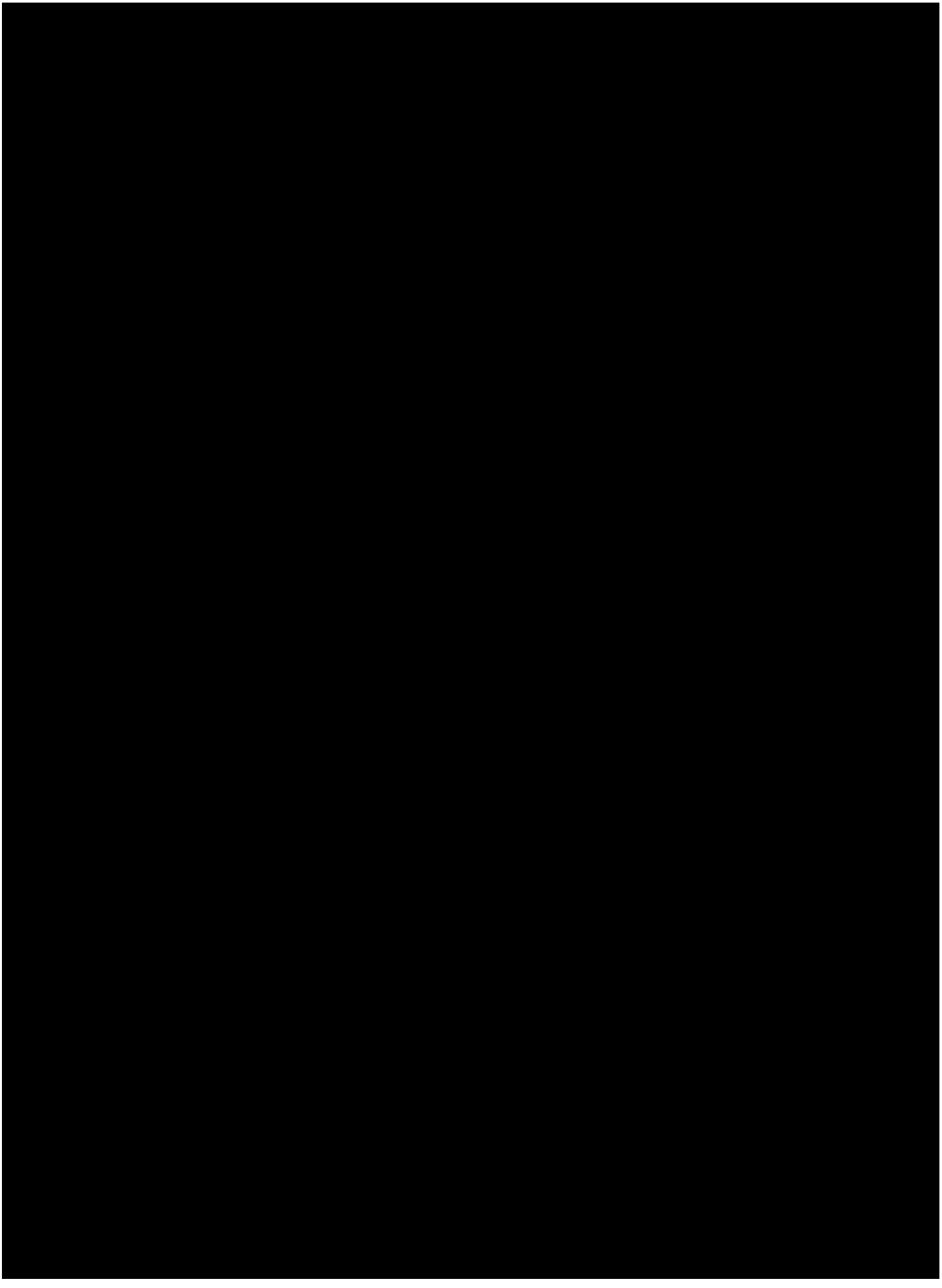
We maintain Company records, in paper and electronic form, for as long as required by law and as necessary for our business purposes. During the course of your work for LUMA, you may generate or receive information or records related to the Company. You must follow all applicable laws and contractual requirements in creating, maintaining and disposing of these records. The destruction of personal information must be previously authorized to implement any necessary safeguards and must be documented in compliance with law.

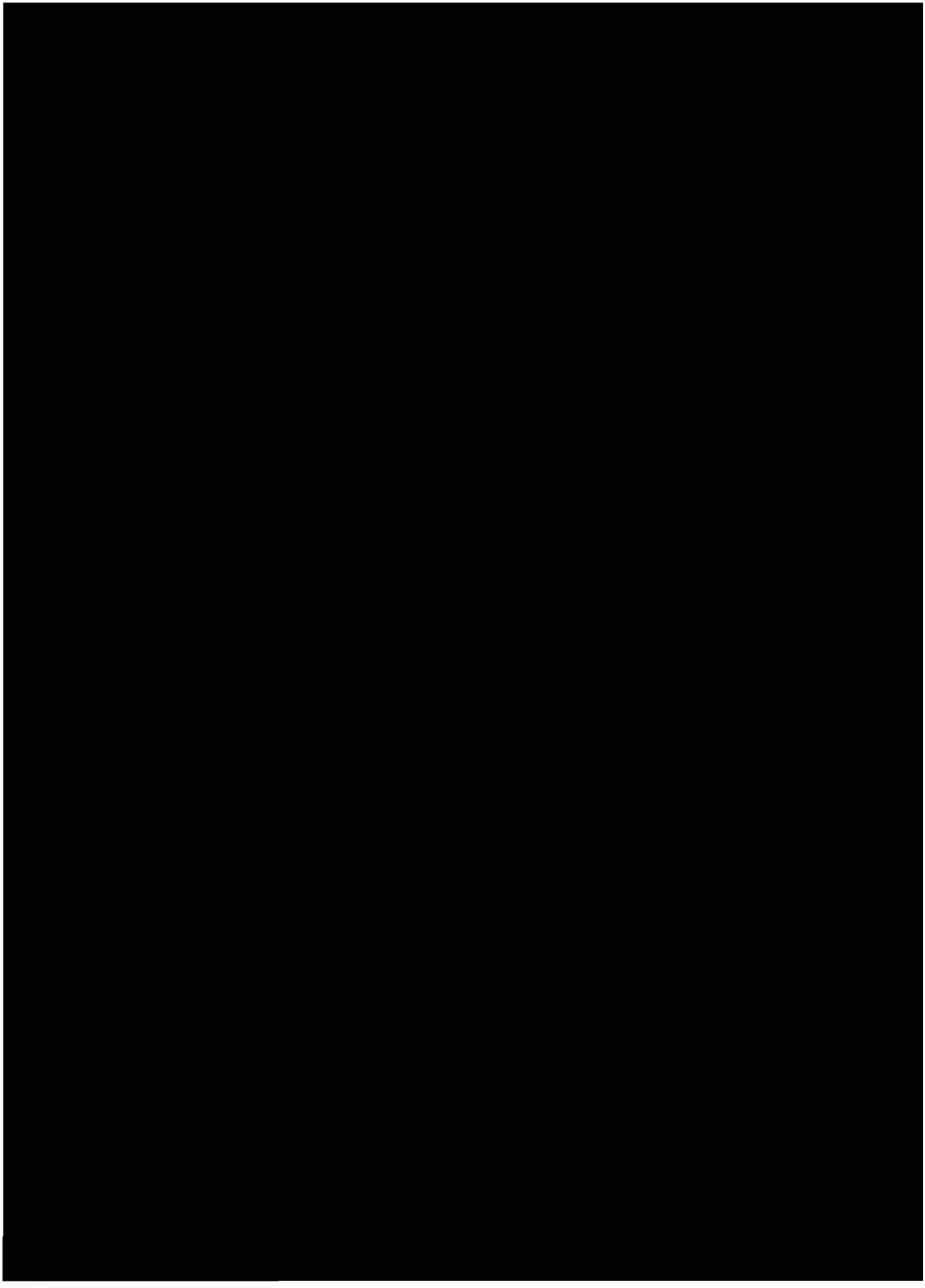
You must not destroy or discard any records related to your work for LUMA that are subject to an internal or government investigation, or to any other legal or administrative proceeding. If you receive a subpoena or a request from someone outside LUMA for a document or record, notify your contact at LUMA.

Financial Reporting

Accurate, reliable, and timely records and disclosures are critical to meeting LUMA's financial, legal and management obligations. Records prepared for LUMA, including records of work time and expenses, must be accurate and complete. You must ensure that you have appropriate authorization for each work order or

purchase requisition and that you maintain appropriate supporting documentation. You must comply with generally accepted accounting principles, as well as your internal accounting policies and system of internal controls.





General Services Contract

Contract Confirmation Form

REFERENCE NUMBER:	WRI-1.0 *(Contractor to show on all invoices, faxes, shipping documentation and packages)*
DATE ISSUED:	Month: October Day: 6, 2021 ("**Effective Date**")
CONTRACT TERM:	3 Years
OWNER:	PUERTO RICO ELECTRIC POWER AUTHORITY, an instrumentality of the Government of the Commonwealth of Puerto Rico (the "**Owner**" or "PREPA") and represented herein by is agent, LUMA ENERGY SERVCO, LLC ("**Operator**")
OWNER'S REPRESENTATIVE CONTACT:	Address: 644 Fernandez Juncos Ave. Ste 301, San Juan, Puerto Rico 00907 Name and Title: [redacted], Senior Advisor, Sourcing and Procurement Telephone: [redacted] Attention: [redacted] Re: WRI-1.0 Email: [redacted]@lumapr.com
CONTRACTOR:	Wright Tree Service of Puerto Rico, LLC with its main office at 5930 Grand Ave., West Des Moines, IA 50266 (the "**Contractor**")
CONTRACTOR'S REPRESENTATIVE CONTACT:	Name and Title: [redacted], Senior Vice President Telephone: [redacted] Attention: [redacted] Re: WRI-1.0 Email: [redacted]

Operator was retained by Owner and the Puerto Rico Public-Private Partnerships Authority ("**Administrator**"), under the Operation and Maintenance Agreement dated as of June 22, 2020, as amended from time to time in accordance with its terms (including any amendments as may be contemplated by the Supplemental Agreement (as defined in Exhibit F-1 to such agreement)) (collectively the "OMA"), pursuant to which Operator has agreed to provide certain services to the Owner and Administrator as more specifically set out therein. In accordance with the terms and conditions of the OMA, Operator is acting as Owner's agent under this Contract. All provisions hereunder relating to Owner taking any action shall be understood to refer to Operator, acting on Owner's behalf.

In consideration of the mutual terms and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Owner hereby agree as follows:

1. This General Services Contract is comprised of the following documents (including in each case the attachments and annexes thereto):

   (a) This Contract Confirmation Form;
   (b) Exhibit "A" – Standard Terms and Conditions;
   (c) Exhibit "B" – Scope of Work and Technical Requirements;
   (d) Exhibit "C" – Price and Work Schedule;
   (e) Exhibit "D" – Health, Safety, and Environmental Obligations;
   (f) Exhibit "E" – Government Contracting Requirements; and
   (g) Exhibit "F" – LUMA Policies.

(the "**Contract**").

2. Contractor agrees to perform the services as defined in Exhibit "B" Scope of Work and Technical Requirements (the "**Services**") for the price and within the timeframe specified herein as defined in Exhibit "C" Price and Work Schedule.

3. By executing this Contract, Contractor acknowledges and agrees that it has reviewed the OMA located at: https://www.p3.pr.gov/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf pursuant to which Operator has agreed to provide certain services to Owner and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges that all warranties and other rights related thereto, with respect to the T&D System shall be assignable to Administrator or a Person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term or upon early termination of the OMA. Capitalized terms used in this Contract but not defined herein shall have the meaning ascribed to such term in the OMA.

4. This Contract may be executed and delivered by the parties in counterparts and by facsimile and when a counterpart has been executed and delivered by each of the parties, by facsimile or otherwise, all such counterparts and facsimiles shall together constitute one agreement.

To evidence their agreement, Contractor and Operator on behalf of Owner have executed, by their duly authorized officers, and entered into this General Services Contract effective as of the Effective Date.

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, LUMA ENERGY SERVCO, LLC

Per: [redacted]

Per: [redacted]

Senior Vice President, Operations

WRIGHT TREE SERVICE OF PUERTO RICO, LLC

Pe [redacted]

Senior Vice President and
General Counsel

EXHIBIT "A"

STANDARD TERMS AND CONDITIONS

1. Application of Standard Terms & Conditions

1.1 These Standard Terms and Conditions, together with the Contract Confirmation Form and any attachments or exhibits hereto shall govern this Contract, to the entire exclusion of all other terms and conditions.

2. Standard of Performance of the Services

2.1 Contractor shall perform the Services:

(a) safely, efficiently, diligently and carefully in a good and workmanlike manner exercising the level of skill, care and diligence of a reputable and experienced professional specializing in services similar to the Services, including compliance with the requirements set out in Exhibit “D” – Health, Safety, and Environmental Obligations;

(b) in strict conformance with this Contract and any specification, drawing, other description, Scope/Statement of Work, or Work Order mutually agreed upon by Owner and Contractor; and

(c) in accordance with all applicable laws, including all ordinance, regulations and permits. Contractor shall furnish all skills, labor, supervision, equipment, materials and supplies required for the provision of such Services, including compliance with the requirements set out in Exhibit “E” – Government Contracting Requirements and in Exhibit “F” – LUMA Policies, as applicable.

3. Location of Performance of the Services

Contractor shall perform the Services at the location or locations specified in Exhibit "B" – Scope of Work and Technical Requirements. Contractor shall comply with all Owner provided access, safety and other conditions applicable thereto.

4. Timing of Services and Delay

Time is of the essence herein. The Services shall be commenced by Contractor within the time periods specified in Exhibit “C” – Price and Work Schedule. If no date is specified for completion of the Services, the Services shall be completed as soon as practicable after the Effective Date.

5. Permits

Contractor shall obtain and maintain all permits, licenses and/or regulatory requirements required to authorize it to perform the Services or otherwise satisfy its obligations pursuant to this Contract.

6. Warranty and Inspection

6.1 Contractor covenants, represents and warrants to Owner that any Services provided shall: (i) be in accordance with Contractor's standard of performance specified in Section 2; and (ii) shall not constitute an infringement of third-party intellectual property. If any Services do not conform to the foregoing requirements, Contractor shall promptly re-perform, at its sole cost and expense and be responsible for any associated costs and damages caused by any non-conformance, such

Services at the direction of the Owner ("**Contractor Warranty**"). The Contractor Warranty shall have a term of one (1) year from completion of the Services (the "**Warranty Period**").

6.2 If any of the Services are re-performed pursuant to the aforementioned Contractor Warranty, this Section shall apply to such re-performed Services. Contractor shall commence its re-performance of the Services within three (3) business days of any such written request. If Contractor fails to re-perform such Services in such manner Owner may, at its option, do so at Contractor's cost.

6.3 The performance of the Services and any deliverables thereto shall at all times be subject to Owner's inspection and review. Owner's inspection or review of, or failure to inspect or review, the performance of the Services or the deliverables thereto shall not relieve Contractor of any obligations under this Contract. No acceptance or payment by Owner shall constitute a waiver of the foregoing.

7. Compensation for Services, Currency and Taxes

7.1 Contractor shall be fully compensated for its performance of the Services by the payment of the Price specified in Exhibit "C" – Price and Work Schedule. Any compensation for the Services shall be in United States dollars.

7.2 Any compensation owing to Contractor is inclusive of all taxes and all other costs and expenses in connection with the performance of the Services.

7.3 Contractor is exclusively liable for, and shall pay before delinquency, all charges, taxes and other amounts owing for the Services, if any, and shall indemnify Owner from all claims and liabilities arising from Contractor's failure to do so.

8. Payment Terms and Audit

8.1 Contractor shall invoice Owner on a weekly basis for the Services that have been fully completed to Owner's satisfaction. Contractor shall submit its invoice (in form acceptable to Owner, and in compliance with this Section 8) for the Services completed to the address specified under Owner's Representative Contact in the Contract Confirmation Form each week immediately following Contractor's completion of the Services.

8.2 Owner shall pay all undisputed amounts specified in such invoice within thirty (30) calendar days of receipt. The invoice shall reference this Contract number and the associated Work Order.

8.3 Contractor shall keep books, accounts, records and documentation related to the performance of the Services ("**Records**"). Owner may audit all such Records for the purpose of verifying the proper performance by Contractor under this Contract. Contractor shall keep such Records at all times during this Contract and for thirty-six (36) months from the last day of the calendar year in which the Services are completed.

8.4 Contractor shall refund to Owner any overpayment disclosed by any aforementioned audit, and Owner must pay Contractor the amount of any underpayment discovered by the audit, in each case, within thirty (30) calendar days of such finding.

8.5 Notwithstanding anything to the contrary stated in this Contract:

(a) Contractor shall sign each invoice certifying that:

(a) the amount requested in such Contractor's invoice represents the amount to which Contractor is entitled pursuant to the terms of this Contract;

(b) all the Services covered by the invoice have been performed; and the invoice is correct, authentic and the only invoice issued for the Services described therein; and

(c) compliance with statutory requirements by including the following statement: "We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver have been obtained prior to entering into the Contract by and among the Puerto Rico Electric Power Authority ("Owner"), by its agent, LUMA Energy ServCo, LLC ("Operator") and Wright Tree Service of Puerto Rico, LLC (the "Contractor") dated effective June 1, 2021 (the "Contract"). The only consideration to be received in exchange for the provision of Services (as defined in the Contract) provided is the agreed upon price that has been negotiated with Owner as specified in the Contract. The total amount shown in this invoice is true and correct. The Services have been rendered and no payment, or partial payment, has been received."

8.6 All applicable invoices shall be supported by labor, equipment and material reports, which have been approved prior to issuing such invoice, in writing, by Operator. All such labor, equipment, and material reports shall be signed by Contractor.

8.7 Contractor shall provide, upon Owner request, detailed billing information in electronic format which may include, but not be limited to, the following, as applicable: (i) method of calculating progress billing amounts for any lump sum Services; and (ii) labor, equipment and materials details for time and material or reimbursable Services.

9. Liens and Holdbacks

9.1 All deliverables related to the Services shall be free and clear of encumbrances of any kind or nature whatsoever, including any liens or security interests.

9.2 Payments otherwise due to Contractor by Owner under this Contract may be withheld by Owner, without payment of interest, in the event of any one or more of the following:

(a) defective Services performed and not remedied by Contractor or any other material failure by Contractor to comply with this Contract;

(b) Contractor fails to comply with the invoicing requirements set out herein;

(c) the filing of any encumbrances, including any claims, liens, or charges, as a result of the Services on the property or lands of Owner;

(d) Contractor's or its personnel's failure to pay amounts when due: (i) for labor, materials, or supplies used by Contractor in the Services; (ii) amounts due to Contractor's subcontractors in connection with the Services; or (iii) to SIF or similar body;

(e) claims filed by third parties (including subcontractors) against Owner that are attributable to acts or omissions of Contractor or its personnel, including loss or damage to subcontractors;

(f) Contractor's failure to make reasonably satisfactory progress in respect of the Services in the opinion of Owner;

(g) evidence of financial difficulty, reasonable possibility of creditor enforcement proceedings, prospective dissolution of Contractor, or of its inability to fully perform the Services;

(h) any holdbacks or withholdings permitted by this Contract or required by any laws.

9.3 If and when the cause or causes for withholding any such payment are remedied or removed, and reasonably satisfactory evidence of such remedy or removal has been presented to Owner, the payments withheld shall be made promptly to Contractor. If, within fifteen (15) calendar days after delivery of notice to Contractor by Owner of the withholding, Contractor fails or refuses to remedy or remove any cause for withholding such payments, Owner may, without limiting any other rights or remedies of Owner under this Contract remedy or remove same, or cause same to be remedied or removed, and may deduct the cost thereof from the compensation payable pursuant to this Contract.

10. Insurance

10.1 Contractor shall, without limiting its obligations or liabilities herein, obtain and maintain during the term of this Contract, at Contractor's sole cost and expense, reasonable insurance coverage, including: (i) errors and omissions (professional liability) insurance in the amount of two million dollars ($2,000,000) per claim and in the aggregate (per annum) ; (ii) automobile liability insurance covering all motor vehicles owned, leased or licensed by Contractor with a minimum limit of two million dollars ($2,000,000);), including contractual liability; (iii) commercial general liability insurance, including contractual liability, on an occurrence basis, with a bodily injury, death and property damage limit of five million dollars ($5,000,000) inclusive; (iv) insurance covering loss of or damage to Owner or Operator property; and (v) Employer's Liability Insurance with minimum bodily injury limits of one million dollars ($1,000,000) for each employee and one million dollars ($1,000,000) for each accident, covering against the liability imposed by law upon Contractor as a result of bodily injury, by accident or disease, including death arising out of and in the course of employment, outside of and in the course of employment, and outside of and distinct from any claim under the Puerto Rico Compensation System for Work-Related Accidents Act (Act No. 45 of April 18, 1935, as amended); and (vi) such other insurance as Owner may reasonably require from time to time in the course of providing the Services. In addition, Contractor and its subcontractors shall ensure that all personnel, and all other persons under its direction and control performing the Services have effective mandatory coverage with the Puerto Rico State Insurance Fund ("SIF"), including personal coverage if they are otherwise exempt from other means of coverage under SIF, social security for chauffeurs for eligible non-exempt personnel and any other mandatory governmental insurance that may apply to Contractor's operation. Upon written request of Owner, Contractor shall, or shall cause its subcontractor to, also carry insurance for forest fire fighting expense to a minimum of five million ($5,000,000) dollars per occurrence..

10.2 Contractor shall provide certificates of insurances evidencing the aforementioned insurances forthwith upon written request from Owner and all such certificates of insurance shall include the number of the contract. The insurance contemplated herein shall in no way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

10.3 Contractor's commercial general liability and automobile liability policies shall be endorsed to provide "additional insured" status in favor of Owner and Operator and include a waiver of subrogation in favor of Owner and Operator.

10.4 All policies required hereunder shall include at least thirty (30) days' notice of cancellation or non-renewal to Owner.

11. Indemnity and Liability

Contractor shall be liable for and indemnify and hold harmless Owner, its directors, officers, employees, secondees, representatives, agents, operators and contractors and their respective representatives, agents and employees (collectively, the "**Owner Indemnified Parties**") from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of every kind and nature whatsoever, that are asserted or brought against, or suffered or incurred by, the Owner Indemnified Parties for or in respect of, or arising in any way whatsoever, out of the performance, or failure to perform, this Contract by Contractor, its employees, secondees, agents, representatives, or subcontractors, or their respective employees, agents, representatives, or subcontractors.

12. No Consequential Liability

Neither party shall be liable to compensate or indemnify the other party or its affiliates for any indirect or consequential damages, loss of profits or punitive losses; *provided, however,* this Section 12 shall not apply to any claims arising from fraud or pursuant to Section 14 of this Contract.

13. Confidentiality and Work Product

13.1 All Confidential Information (as defined below), provided to Contractor under this Contract, and all Work Product (as defined below) prepared in performance of the Services, will be kept confidential by Contractor and used solely for its performance of the Services, and Contractor shall not have any right to disclose the same without the prior written consent of Owner and Operator, or to use the same except for the performance of this Contract,. The foregoing restrictions shall not apply where such confidential information: (i) becomes part of the public domain through no fault of Contractor or its personnel; (ii) was demonstrably in Contractor's possession on a non-confidential basis prior to disclosure of same by Owner; or (iii) is received by Contractor or is otherwise independently developed without Contractor or its personnel contravening this Contract. If Contractor breaches the foregoing obligations, it acknowledges that Owner will be irreparably injured, which injury cannot be compensated for by damages, and Owner will be entitled to equitable relief, without limiting its other rights and remedies.

13.2 For the purposes of this Contract "**Confidential Information**" shall mean: (i) with respect to the Operator: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential, and whether or not disclosed or learned prior to the execution of this Contract) disclosed to Contractor or its personnel by or on behalf of Operator or any of Operator's affiliates or learned by Contractor or its personnel in the course of performing the Services, including all offers, maps, reports, assay or other statistical, geological or geophysical data, technical data, financial, operating or other information, in each case related to the business, operations, assets or affairs of Operator or any of Operator's affiliates, the confidential information of third parties to whom Operator or any of Operator's affiliates owes an obligation of confidence to the extent notice of such obligation is given to Contractor, and any derivatives of any such information; and (ii) with respect to the Owner: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or

identified as confidential and whether or not disclosed or learned prior to the execution of this Contract) disclosed to Contractor or its personnel by or on behalf of Owner, or learned by Contractor or its personnel in the course of performing the Services, deemed information that if disclosed would pose a threat to public security and/or safety, or any other information considered privileged or confidential pursuant to applicable law.

13.3 All work product developed, prepared or compiled by Contractor relating to the Services ("**Work Product**") including all intellectual property rights therein, shall be Owner's exclusive property for use by it without limitation.

13.4 Contractor shall not use or display Owner's name, trademarks, logos or any other of Owner's proprietary marks or designations for any purpose or in any medium (including internet or other means of electronic or wireless communications) without Owner's prior written consent.

14. Conflict of Interest

14.1 Contractor certifies that:

(a) none of its representatives under this Contract are employed by and receive payment or compensation for such employment from any governmental agency, body, public corporation or municipality of Puerto Rico;

(b) to the best of its knowledge, no Puerto Rico government employee has any personal or economic interest in this Contract;

(c) it may have service contracts with other governmental agencies, bodies, public corporations or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for Contractor; and

(d) to the best of its knowledge, at the time of execution of this Contract, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest with this Contract or with public policy.

14.2 Contractor acknowledges that it has a duty of ethical behavior towards Owner. Such duty includes that Contractor shall not have interests that conflict with Owner’s interest in this Contract or the Services performed pursuant to this Contract. Those conflicting interests include:

(a) the representation of clients which have, or may have, interests opposed to those of Owner in relation to the Services (if applicable based on the type of Services to be performed by Contractor);

(b) when Contractor’s conduct is described as such in the canons of ethics that may be applicable to Contractor and its personnel or in the laws or regulations applicable to Contractor and its personnel assigned to the Services; or

(c) when Contractor, persons that control Contractor, or Contractor’s employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to Owner or an employee, officer, director or agent of Owner, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

14.3 Contractor agrees to avoid even the appearance of a conflict of interest.

14.4 Contractor shall have the continuous obligation to disclose to Owner if any relationship with third parties could represent a conflict of interest with Owner in connection with the Contract or the Services. In such case, and in the cases where Owner discovers the existence of such conflicting situation, Contractor agrees that Owner shall have the authority to determine, and inform Contractor in writing, of Owner's intention to terminate this Contract within a thirty (30) calendar day period of becoming aware of the conflicting situation. During said period, Contractor may request a meeting with Owner to present its position regarding the alleged conflict of interest, which meeting shall be promptly granted by Owner. In the event Contractor does not request such a meeting during the aforementioned thirty (30) calendar day period, or the controversy is not satisfactorily settled during the referenced meeting, Owner shall make a determination to terminate the Contract.

14.5 In the event that persons that control Contractor, or any Contractor's employee, director, or officer violate the provisions of this Section 14 and such actions are not cured or by their nature cannot be cured, it shall constitute a breach of Contract.

15. Dispute Resolution and Remedies

15.1 Any dispute between Owner and Contractor which may arise in connection with this Contract, or the interpretation, application, implementation, validity or breach of this Contract ("**Dispute**") shall be resolved as follows:

(a) the party believing that a Dispute has arisen shall promptly give notice thereof to the other party ("**Dispute Notice**"); and

(b) upon delivery and receipt of a Dispute Notice by the other party, the parties shall promptly attempt to resolve the Dispute.

15.2 If the parties cannot resolve a matter within fifteen (15) business days of the receipt of a Dispute Notice, the parties will escalate the matter first to an appropriate senior officer of each of Operator and Contractor and, if the matter is still unresolved after a further fifteen (15) business days of such escalation, to the President of each of Operator and Contractor. This procedure will be a prerequisite before either party may seek resolution of the dispute through arbitration in accordance with Section 15.3.

15.3 If the Dispute is not resolved within fifteen (15) business days of the date the Dispute is escalated to the President of each of Operator and Contractor, then it may, if agreed by the parties, be submitted to non-binding mediation employing a commercial mediation service. If the parties do not agree to mediation within a further fifteen (15) business days after the aforementioned fifteen (15) business days or, after agreeing to mediation, the Dispute is not resolved within an additional thirty (30) business days after referral to the mediation, then any such Dispute, including the arbitrability of the Dispute, shall exclusively be referred to arbitration. The Parties hereby submit to binding arbitration and waive all rights to a jury trial or class action. Either party may submit a request for arbitration to finally settle the Dispute, pursuant to the Rules of Arbitration of the International Chamber of Commerce (ICC) (the **"Arbitration Rules"**). For the purposes of any arbitration proceedings commenced pursuant to this Article 15:

(a) There shall be an arbitration panel composed of three (3) arbitrators, appointed in accordance with the Arbitration Rules;

(b) the place of arbitration shall be San Juan, Puerto Rico;

(c) the official language of the arbitral proceedings shall be English; however, if the arbitrators are bilingual and the parties so agree, documentary evidence in Spanish may be submitted without an English translation and Spanish-speaking witnesses may testify in Spanish without the need of an interpreter;

(d) all arbitral proceedings shall be private and confidential; they may be attended only by the arbitrators, the parties and their representatives, and witnesses to the extent they are testifying in the proceedings;

(e) the arbitrators shall endeavor to issue their award within six (6) months of appointment; and

(f) any arbitral award for monetary damages shall be in United States Dollars and shall include interest from the date of any breach or violation of this Contract until paid in full at the rate determined by the arbitrators.

15.4 Each party hereby consents to the addition of any person or entity that the other party deems necessary to such arbitration, and further agrees that it will, upon request of the other party, participate as a direct party in any arbitration arising in connection with this Contract.

15.5 The Courts of the Commonwealth of Puerto Rico have exclusive supervisory jurisdiction with respect to the matters relating to this Contract other than with respect to enforcement, and the parties agree and irrevocably submit to such exclusive jurisdiction. Contractor hereby specifically agrees that any order or award obtained in any arbitration relating to this Contract can be enforced in the courts of any jurisdiction in which Contractor carries on business, has offices, or has assets, and Contractor hereby consents to the same.

15.6 Performance of this Contract shall continue during any negotiations, mediations, or arbitration proceedings, unless Operator shall order shutdown of the Services in accordance with this Contract. The provisions of this Article 15 shall not interfere with the parties' respective right to terminate as set forth in this Contract.

15.7 Except as otherwise specifically permitted by this Contract, no undisputed payment due or payable by Owner shall be withheld on account of a negotiation, mediation, or arbitration under this Article 15.

15.8 Before or during arbitration proceedings commenced under this Article 15, any party may apply for interim judicial relief, including injunctive relief, before the Courts of the Commonwealth of Puerto Rico.

16. Changes

Owner, by the issuance of a written change order, may alter, substitute or add to the Services, or change the dates for Contractor's performance of its obligations hereunder. Contractor agrees to provide notice of any dispute to Owner within ten (10) calendar days of its receipt of any such change order from Owner, and in the event Contractor provides such notice, the parties shall promptly commence negotiations on a change order containing mutually agreeable terms. Notwithstanding the foregoing, if Contractor does not provide notice of any dispute to Owner within the ten (10) calendar days provided above, Contractor will be deemed to agree to the proposed change order.

17. Assignment and Subcontracts

Neither Owner nor Contractor may assign this Contract or subcontract or otherwise delegate any performance of this Contract without other party's prior written consent. Notwithstanding the foregoing, this Contract shall be assignable to Administrator or a person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term (as defined in the OMA) or upon early termination of the OMA.

18. Independent Contractor

Contractor is an independent contractor and, unless authorized by Owner in writing, shall not hold itself out as Owner's agent or representative.

19. Term and Termination

The term of this Contract (the "Term") shall start on the Effective Date and, subject to earlier termination pursuant to this Contract, end on October 5, 2024 (the "Term Expiry Date") unless otherwise amended in writing by Owner and Contractor.

Owner may terminate this Contract at any time upon written notice to Contractor whereupon Owner shall be relieved of all further obligations under this Contract except for the payment of the balance outstanding for the Services performed to the effective date of termination (including the associated reasonable demobilization costs for Contractor's personnel and equipment/tools, subject to Owner's prior written consent, which shall not be unreasonably withheld) subject to all of the provisions of this Contract. Contractor may terminate this Contract in the event Owner has materially breached this Contract and has not remedied such breach within sixty (60) calendar days of receiving notice from Contractor alerting to the breach. The termination of this Contract shall be without prejudice to the rights and remedies of the parties accrued prior to termination. The office of the Chief of Staff of the Governor of Puerto Rico shall have the authority to terminate this Contract at any time. In the event the Chief of Staff exercises this authority, such termination shall be deemed a termination by Owner.

20. Laws

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico.

21. Miscellaneous

21.1 The rights and remedies provided by this Contract are cumulative and are not exclusive of any rights or remedies provided in law, equity or otherwise, and shall extend to Owner, its successors and assigns. A party's right to require strict performance shall not be affected by any previous waiver or course of dealing.

21.2 The covenants, conditions and provisions contained in this Contract, including warranties and indemnities, shall survive termination and expiry of this Contract for the benefit of the party to whom they are given. In addition, the expiry or termination of this Contract does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.

21.3 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

21.4 Notices shall be in writing and may be delivered personally, by courier, electronically (with receipt), or by registered mail to a party at the address for such party referenced on the Contract Confirmation Form.

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EXHIBIT "B"

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1. Description of the Work

1.1 Scope of Work

For the purposes of this Contract, the services performed by Contractor will generally be vegetation activities as defined within Operator's vegetation management program. The services performed by Contractor may include, as further described below, preventative, corrective, and reactive (storm response) maintenance applicable to the existing PREPA electrical grid that consists of distribution lines and transmissions lines across the Island of Puerto Rico.

- Core Distribution Line Vegetation Management
    - Tree crews working from aerial platforms (a.k.a. "bucket trucks")
    - Manual climbing crews
    - Manual tree felling, and treating stumps with a herbicide
    - Slash/debris disposal via piling, chipping, hauling, etc.
- Core Transmission Line Vegetation Management
    - Tree crews working from aerial platforms (a.k.a. "bucket trucks")
    - Manual climbing crews
    - Manual tree felling, and treating stumps with a herbicide
    - Slash/debris disposal via chipping, hauling
- Augmented Vegetation Management Activities
    - Supplemental vegetation maintenance which may entail completing work activities associated with projects such as right of way reclamation, integrated vegetation management, or cross-functional capital projects.
        - Physical control methods – "mowing" and light "mastication" equipment.
        - Mechanized pruning equipment (e.g. "jarraff").
        - Physical control methods – "logging" and heavy "mastication" equipment.
        - Site access, road building
        - Broadcast foliar herbicide applications

- Selective hydraulic foliar herbicide applications
- Low volume foliar herbicide applications
- Application of tree growth regulators
- Aerial saws

- Identification of T&D Equipment Defects/Damage
    - During routine operations, Contractor shall look for and report abnormal conditions defects, damage, and abnormal conditions related to electric infrastructure.
    - Contractor shall record and report the location and nature of electrical line and equipment defects observed (e.g. cracked insulators, broken or rotten crossarms, rotten poles, leaking transformers, etc.) to the Operator representative or designee as soon as practicable.

Contractor shall obtain and pay for all licenses, permits and authorizations required for the performance of the Services.

Contractor is expected to adhere to the following industry standards and best practices:

- ANSI Z133 Safety Requirements for Arboricultural Operations (2017)
- ANSI A300 Tree, Shrub, and other Woody Plant Management- Standard Practices:
    - Part 1 Pruning (2014)
    - Part 7 Integrated Vegetation Management (2019)
    - Part 9 Tree Risk Assessment (2017)
- International Society of Arboriculture Best Management Practices
    - Tree Pruning (2019)
    - Utility Pruning of Trees (2004)
    - Tree Risk Assessment (2017)
    - Utility Tree Risk Assessment (2020)
    - Integrated Vegetation Management (2014)
    - Closed Chain of Custody for Herbicides in the Utility Vegetation Management Industry (2011)

Contractor subcontractors and key personnel must be approved by Operator for the purposes of completing Services pursuant to this Contract.

Contractor shall take a proactive approach to safety and strictly enforce safe work practices.

- Contractor shall take responsibility for ensuring all workers consistently follow applicable safety laws, regulations, standards, and practices. Contractor shall follow all applicable safety laws,

regulations, standards, and industry practices including ANSIZ133; OSHA 1910.269, PR OHSA requirements.

- Operator and Contractor shall have the duty to stop work and initiate correction through the approved process if an unsafe work practice or safety hazard exposure is observed.
- Contractor shall report any incidents affecting normal operation of the transmission & distribution system to Operator.
- Contractor shall develop, amend as required, and follow a work plan emphasizing safe work practices.
- Prior to commencement of tree work, Contractor shall perform an inspection of the tree, including root collar and area immediately surrounding, shall be made to identify hazards. Hazards may include, but are not limited to, electrical and tree-related situations which may cause the tree to be unsafe to climb, fell or perform work on in any way. This inspection of tree conditions shall also be considered in determining the vegetation maintenance work to be performed.
- Contractor will ensure only a Qualified Line Clearance Arborist (QLCA) or QLCA Trainee under the direct supervision of a QLCA shall be permitted to conduct line clearance work where the worker, tool or equipment, aerial lift bucket/boom, or any tree part is within or may encroachwithin Minimum Approach Distances (MAD) per Table 3 below.
- All Contractor workers shall maintain the applicable Minimum Approach Distances (MAD) at all times during line clearance work per Table 3 below.

Table 3. Minimum approach distances (MAD) from energized conductors for qualified line-clearance arborists and qualified line-clearance arborist trainees.

	Altitude Correction Factor Sea Level to 5,000 ft (0-1,524 m)*		Altitude Correction Factor 5,000 to 10.000 ft (1,524-3,048 m)*		Altitude Correction Factor 10,000 to 14,000 ft (3,048-4,267 m)*	
Voltage Range (Phase-to-Phase)	Phase-to-Ground		Phase-to-Ground		Phase-to-Ground	
kV	ft-in	m	ft-in	m	ft-in	m
0.050 to 0.300	*Avoid Contact*		*Avoid Contact*		*Avoid Contact*	
0.301 to 0.750	1-02	0.356	1-04	0.407	1-06	0.458
0.751 to 5.0	2-03	0.686	2-06	0.762	2-09	0.839
5.1 to 15.0	2-03	0.686	2-07	0.788	2-10	0.864
15.1 to 36.0	2-08	0.813	3-01	0.940	3-04	1.016
36.1 to 46.0	2-11	0.889	3-04	1.016	3-08	1.118
46.1 to 72.5	3-06	1.067	4-00	1.220	4-04	1.321
72.6 to 121.0	3-11	1.194	4-06	1.372	4-10	1.474
121.1 to 145.0	4-06	1.372	5-02	1.575	5-07	1.702
145.1 to 169.0	5-01	1.550	5-09	1.753	6-03	1.905
169.1 to 242.0	7-00	2.134	7-11	2.413	8-07	2.617
242.1 to 362.0	11-09	3.582	13-06	4.115	14-07	4.445
362.1 to 420.0	14-08	4.471	16-09	5.106	18-02	5.538
420.1 to 550.0	17-06	5.334	20-00	6.096	21-08	6.604
550.1 to 800.0	23-09	7.239	27-02	8.281	29-05	8.967

*From 29 CFR 1910.269 Tables R-6 & R-7 altitude corrected (R-5) for 1,500 m, 3,000 m, & 4,200 m.

- Prior to commencement of any work, in conformance with ANSI Z133 and OSHA 1910.269, Contractor shall perform a job briefing with all workers by the qualified arborist in charge.
    - An additional job briefing shall be conducted by Contractor if a significant change in the work, tree or site conditions (e.g. wind strength, rain) occurs. The qualified arborist in

charge shall ensure workers understand and can conform to the proper use of equipment at the job site and recognized safe work practices.

- In conformance with ANSI Z133, Section 3.2 and OSHA 1910.38, Contractor shall document an emergency action plan that will be maintained at the workplace and available for Contractor workers to review. Contractor workers shall be trained and competent at conducting their job as it applies to the emergency action plan.

Contractor shall ensure tools and equipment are appropriate for the tasks and working conditions and maintained and used in conformance with the manufacturer's recommendations.

- The location of equipment assigned to Contractor for supervising and/or producing vegetation maintenance work shall be available to Operator in an automated, near real-time format.

Contractor shall recognize its workers play a critical role in promoting positive customer relations. Contractor workers shall uphold courteous and professionalism when interacting with the public, and shall adhere to the following guidelines:

- Be prepared to correctly address questions, concerns and misconceptions about vegetation management;
- Listen to customer questions or concerns and attempt to inform about the importance of the work;
- If performance of services is significantly affected by such public interactions, refer the customer to the supervisor and move on to the next job;
- If workers cannot provide an adequate answer, the question shall be referred to their supervisor. The supervisor should then respond to the customer in a prompt and courteous manner to resolve the concern;
- Contractor workers shall present themselves, Contractor, and Operator in a professional image. Clothing shall be neat, and in good repair, free from holes suited to the work performed and appropriate to the working environment. Shirts and/or vests identifying workers as Contractor to Operator shall be worn during working hours. This includes, but is not limited to:
    - Long trousers
    - Work boots with ankle support and grip soles
    - Long or short-sleeved shirt
    - All personal protective equipment (PPE) as appropriate for work conditions
    - Hi-visibility shirt or vest
    - Operator approved identification (ID badge or other)

Contractor shall conduct regular quality control inspections and assessments as follows:

- Contractor supervisors shall perform ongoing quality control assessments of work produced by workers to confirm work produced is in conformance. These assessments shall be performed more frequently if unsatisfactory performance has been identified by Operator or Contractor

- Contractor shall complete quality control on a project prior to submitting or reporting a project or a portion of a project is complete and ready for Operator acceptance inspection
- Contractor shall include record of quality control performed in documentation submitted to Operator as part of the project acceptance process.

(collectively, the "**Services**").

EXHIBIT "C"

PRICE AND WORK SCHEDULE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Exhibit, acronyms and terms that are not defined herein shall have the meanings ascribed to them in the Exhibit A Standard Terms and Conditions and Exhibit B Scope of Work and Technical Requirements. In this Exhibit, all the following terms shall have the meanings ascribed to them below:

"**Reimbursable Contract Price**"	shall have the meaning ascribed thereto in Attachment 2 to this Exhibit "C".
"**Excluded Costs**"	shall have the meaning ascribed thereto in Section 2.2.

1.2 Interpretation

Unless otherwise expressly stated:

(a) all references to an "Article" in this Exhibit shall be to an Article of this Exhibit, unless the reference to an "Article" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to an Article of that Attachment or Annex, as applicable;

(b) all references to a "Section" in this Exhibit shall be to a Section of this Exhibit, unless the reference to a "Section" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to a Section of that Attachment or Annex, as applicable;

(c) any reference to an "Attachment" shall be to an Attachment to this Exhibit, and any reference to "this Attachment" shall be a reference to the Attachment in which such reference is made, as applicable; and

(d) any reference to "this Exhibit" in this Exhibit "C" or any Attachment or any Annex to this Exhibit "C" shall be to this Exhibit "C".

1.3 Notwithstanding Owner's obligation to reimburse Contractor in accordance with, and subject to, the terms of this Contract, for clarity, each of the following costs shall be for the sole account of Contractor and shall not be for Owner's account, unless approved in writing by Owner (collectively, the **"Excluded Costs"**):

(a) entertainment and personal expenses incurred by Contractor or any of Contractor's personnel;

(b) costs incurred by Contractor as a result of, or to cure, any material breach or violation of this Contract by Contractor or any of Contractor's personnel, unless otherwise provided by this Contract;

(c) costs excluded by the provisions of this Contract;

(d) any deductibles payable in respect of Contractor's insurance;

(e) indemnity costs incurred by Contractor or its personnel pursuant to this Contract;

(f) costs of any of Contractor's personnel, including subcontractors not approved in writing by Owner pursuant to this Contract;

(g) Contractor's share (including legal costs) of the costs of any arbitration proceeding or award pursuant to Article 15 in Exhibit "A" Standard Terms and Conditions;

(h) Contractor's costs of obtaining any ordinary course permits, approvals, or other permissions required of Contractor to conduct its business operations (i.e., permits, approvals and other permissions not specifically related to Contractor's performance of the Services);

(i) costs resulting from any termination of this Contract or any portion thereof due to the default of Contractor pursuant to this Contract;

(j) costs to Contractor with respect to Article 6 Warranty and Inspection in Exhibit "A" Standard Terms and Conditions;

(k) fines, penalties, charges, and other costs incurred by Contractor due to its performance of the Services contrary to any laws; and

(l) business or first-class airfare for Contractor's personnel, unless with Owner's prior written approval.

ATTACHMENT 1

LUMP SUM

1. LUMP SUM CONTRACT PRICE

1.1 Contract Price

Services in this Contract will not use the lump sum price structure. Therefore, this Attachment 1 is not applicable for this Contract.

ATTACHMENT 2

REIMBURSABLE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Attachment, the following terms shall have the meanings ascribed to them below:

"**All-Inclusive Charge Out Rate**"	means the total rate specified in the All-Inclusive Charge Out Rate column of the table in Annex 2 to this Attachment, which rate is inclusive of any and all amounts, including any and all fees, costs (direct or indirect), profits, charges, overheads, and burdens (including payroll burdens), that Contractor may incur in connection with the performance of the Services.

2. REIMBURSABLE CONTRACT PRICE

2.1 Reimbursable Contract Price

Subject to the terms of this Exhibit, the full and total compensation payable to Contractor for the Services shall be the sum of the following amounts, which amounts comprise the "**Reimbursable Contract Price**":

(a) All-Inclusive Charge Out Rates (x volume)

2.2 Target Reimbursable Contract Price

The Reimbursable Contract Price for all of the Services in this Contract shall in no event exceed the total of **$30,000,000.00** per year (the "**Target Reimbursable Contract Price**"). The Target Reimbursable Contract Price shall not be exceeded without prior written approval by Owner, as evidenced by a change order.

2.3 No Other Amounts Payable to Contractor

Except for the reimbursement of equipment/tools and pass-through costs as contemplated herein, the reimbursement of the Reimbursable Contract Price by Owner to Contractor shall be the full and total compensation due by Owner to Contractor for full, timely and complete performance by Contractor of all Services.

2.4 Duty to Minimize Costs

Subject to the provisions of this Contract and respecting quality and standard of Services, Contractor shall use reasonable efforts to minimize the amount of the Reimbursable Contract Price payable by Owner to Contractor in respect of the performance of the Services under this Contract. In particular, but without limitation, Contractor shall use personnel, subcontractors, and equipment/tools in such a manner and take such other steps, as may be necessary or desirable to

minimize the amount of costs incurred by Contractor in respect of the Services and any delay thereto.

2.5 Entitlement to Reimbursable Contract Price

The Reimbursable Contract Price shall be earned by, and be payable to, Contractor only upon:

(a) Completion of the work as provided on the Work Schedule attached hereto as Annex 1, if applicable;

(b) the request for payment of that portion of the Services for which the Reimbursable Contract Price are being invoiced and submitted in compliance with this Contract; and

(c) such Reimbursable Contract Price Services being authorized by Owner pursuant to this Contract.

2.6 Timing of Invoices

Contractor shall only be entitled to submit any Contractor's invoice to Owner as per Exhibit A, Section 8 "Payment Terms and Audit", and then only in respect of the Reimbursable Contract Price relating to Services performed.

2.7 Work Reports

Contractor shall, at the end of each day (or as otherwise directed by Owner) during the performance of the Services, deliver to Operator, or any Owner personnel designated in writing from time to time by Operator, signed daily time sheets for review by Operator. Such day-time sheets shall list each of Contractor's personnel's name, hours, and Services performed. Operator will use its reasonable efforts to identify any clarifications it may have therewith. No such review by Owner, or Operator or its designee shall in any event release Contractor from any of its obligations under this Contract.

Contractor shall provide data entry hardware compatible with Operator's vegetation maintenance database/system.

Contractor shall document all work completed on each project. Documentation shall be submitted in report form and/or by electronic entry into Operator's vegetation maintenance database/system.

Records of work completed will be used to update the Operator's vegetation maintenance database, guide quality assessments, and support invoicing by Contractor. Information on work completed should include, but may not be limited to: Operator project identification, general Services performed and dates, time spent by Contractor workers, time for significant equipment/tools used, vegetation maintenance work units (tree/veg unit ID) completed, equipment/tools used to perform the Services, location of work units completed, other time (travel, hauling, etc.) and corresponding time expended for each work unit.

Contractor shall maintain and submit a daily record of work completed to Operator no less on a weekly basis.

3. ALL-INCLUSIVE CHARGE OUT RATE - COMPOSITION AND ADJUSTMENTS

3.1 Calculation of All-Inclusive Charge Out Costs

(a) The All-Inclusive Charge Out Rate specified in the table in Annex 2 to this Attachment is a dollar amount to be charged to Owner by Contractor for the categories of Services described in Annex 2.

(b) The All-Inclusive Charge Out Rate shall not (nor shall any of its component parts) be increased or decreased during the term of Contract, except as otherwise specified by a change order issued by Owner pursuant to this Contract.

Annex 1 (to Attachment 2)

WORK SCHEDULE

In most cases, work prescriptions will be included in the project Scope/Statement of Work (SOW) or Work Order provided to Contractor by Operator.

Work Commencement, Modification, Interruption, and Completion

Contractor shall provide Operator a schedule for each assigned project and provide timely updates of progress. Contractor shall provide notification of a material departure from intended schedule as well as proposed changes to scope and schedule for each project, as applicable.

- Contractor shall notify Operator a minimum of five (5) business days prior to commencement of work on a project.

- Contractor shall provide weekly updates on all projects to Operator. Operator may establish specific reporting of completion of work for specific projects.

- Operator or Contractor shall notify the other party of the potential need for modification to the project whenever those modifications will significantly impact project performance. Significant modifications may include, but are not limited to modifications that change cost, scope of work, or conformance with the work specifications or requirements of this Contract.

- Operator shall be notified as soon as practicable if Contractor identifies any potential interruption to work on a project. Operator shall be notified of any unanticipated interruptions when said interruptions occur including the cause of the interruption and estimated date of resumption of work.

- Vegetation work should not be conducted during adverse weather conditions where there is heightened risk of injury by falling trees and tree parts and/or electrical contacts. Generally, this includes during tropical storm and similar conditions. Contractor to notify Operator immediately if adverse weather conditions will disrupt or modify Services.

- Contractor shall notify Operator a minimum of five (5) business days prior to the anticipated completion of a project.

Property Owner Contact

- In most cases customers will be contacted and informed of the work in the project planning phase and in vegetation maintenance prescriptions for the project by Operator or Owner but Contractor may be required to provide notification, if directed by Owner or Operator.

- Contractor shall provide property owners with a courtesy notice of pending work. This notice shall occur ten (10) to fourteen (14) days prior to commencement of work and may use a door hanger approved by LUMA that includes identification of the work to be completed including, but not limited to:

    - Contractor name and contact name, phone number, and email address
    - General description of the work

- Approximate dates or date range when work will be performed

Right to Perform Vegetation Maintenance

- Permission from property owners is generally not required nor sought for vegetation maintenance work within the PREPA standard easement.

- For work on trees outside of the PREPA standard easement, Contractor shall obtain permission from the property owner in writing including species, size, and location, of the tree(s) to be removed. The property owner must date and sign the removal permission document.

- Upon request, documentation of proposed removal and property owner permission shall be submitted to the Operator representative for approval.

Worksite Access

- Access in and out of worksites should be within PREPA standard right-of-way or public rights-of-way whenever safe and practical.

- Access across private property should only occur when required to ensure worker safety, or if no other practical means are available

    - When access is required through private property, Contractor shall provide prior notice to the property owner. Access arrangements shall be the sole responsibility of Contractor.

    - Notification may be by door hanger or personal contact, or other method approved by Operator. Where PREPA does not possess access rights, permission shall be obtained from the property owner in writing.

    - Information provided to property owners shall include, at a minimum:

        - Contractor name and contact information

        - Address of the property

        - Purpose of access

        - Location(s) on property of access point and routes

        - Additional information relevant to the job

- Access Care and Management:

    - Gates shall be closed and secured as specified by the property owner or as found by Contractor at the time of entry. Fences taken down or opened shall be restored to as good as or better than original condition.

    - Effort shall be made to prevent damage to fences, roads, bridges, drainage ditches, dams, ponds, crops, and all other real property.

- Should damage occur, Contractor shall contact property owner and make arrangements to restore damaged property to a reasonable, functional condition comparable to conditions immediately prior to access.

Annex 2 (to Attachment 2)

ALL-INCLUSIVE CHARGE OUT RATES

On-System, Puerto Rico Crews:

Rates are valid from the Effective Date – January 1, 2022. Rate changes to be submitted to Operator by Contractor in writing with a minimum of thirty (30) days' notice.

Position Description	Base Pay (Wage) per Hour	Total Cost per Hour	Profit %	Billing (Standard) Rate per Hour
Supervisor	$28.43	$53.25	10%	$69.22
Crew leader	$23.28	$47.34	10%	$61.54
Qualified Line Clearance Arborist (QLCA)	$21.70	$44.99	10%	$58.49
QLCA Trainee	$20.16	$42.71	10%	$55.52
Equipment Operator	$23.28	$47.34	10%	$61.54
Groundman	$15.87	$36.34	10%	$47.25
Flaggers	$15.87	$36.34	10%	$47.25
Pre-Notifiers (Field Techs)	$24.44	$49.06	10%	$63.77

Rate Notes:

- All rates are in US Dollars
- Labor rates apply for training required under this Contract. Training related to Contractor policies and on-the-job training are included in the billing rates and are not to be billed at separate hourly rates.
- Labor rates are applicable to work performed by Contractor and do not include subcontracted work
- Overtime rates are charged for any hours over 8 hours per day or 40 hours per week (or if a four-day work week is adopted under this Contract, any hours over 10 hours per day or 40 hours per week) and require approval by Operator. Overtime shall be paid at a rate not less than one and one-half times the standard rate. The below overtime rates are valid from the Effective Date – January 1, 2022.
- Double-time rates are charged for hours worked on Sundays or holidays, as defined below, and require approval by Operator. The below double-time rates are valid from the Effective Date – January 1, 2022.
    - Holidays: New Year's Day, 3 Kings Day/Epiphany, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Actual observed dates for the holidays will be confirmed by Operator to Contractor in writing each year. This list is subject to change.

Position Description	Overtime Rate per Hour	Double-Time Rate per Hour
Supervisor	$85.74	$102.25
Crew leader	$75.06	$88.58
Qualified Line Clearance Arborist (QLCA)	$71.10	$83.70
QLCA Trainee	$67.23	$78.94
Equipment Operator	$75.06	$88.58
Groundman	$56.47	$65.68
Flaggers	$56.47	$65.68
Pre-Notifiers (Field Techs)	$77.97	$92.16

- Rates do not include applicable sales taxes; any applicable sales taxes will be invoiced at cost and as a separate line item to Operator. Contractor acknowledges that Operator has applied for a sales and use tax exemption certificate from the Puerto Rico Department of the Treasury. Accordingly, once such certificate is issued and a copy of the certificate is provided to Contractor, Contractor will not be required to collect any Puerto Rico sales and use tax and will not include such taxes in its invoices or the supporting documentation provided to Operator.

- Rates do not include mobilization to Puerto Rico; any mobilization charges will be invoiced at cost and as a separate line item to Operator. Contractor will provide estimates for review and approval by Operator prior to initiation of mobilization.

Off-System Crews:

Rates are valid from the Effective Date – January 1, 2022. Rate changes to be submitted to Operator by Contractor in writing with a minimum of thirty (30) days' notice.

Position Description	Base Pay (Wage) per Hour	Total Cost per Hour	Profit %	Billing (Standard) Rate per Hour
Supervisor	$32.69	$65.96	10%	$85.75
Crew leader	$28.28	$61.45	10%	$79.89
Qualified Line Clearance Arborist (QLCA)	$23.90	$55.00	10%	$71.50
QLCA Trainee	$22.98	$53.64	10%	$69.73
Equipment Operator	$28.28	$61.45	10%	$79.89
Groundman	$21.29	$51.15	10%	$66.50
Flaggers	$21.29	$51.15	10%	$66.50
Pre-Notifiers (Field Techs)	$29.69	$63.53	10%	$82.59

Rate Notes:

- All rates are in US Dollars

- Labor rates apply for training required under this Contract. Training related to Contractor policies and on-the-job training are included in the billing rates and are not to be billed at separate hourly rates.

- Labor rates are applicable to work performed by Contractor and do not include subcontracted work

- Overtime rates are charged for any hours over 8 hours per day or 40 hours per week (or if a four-day work week is adopted under this Contract, any hours over 10 hours per day or 40 hours per week) and require approval by Operator. Overtime shall be paid at a rate not less than one and one-half times the standard rate. The below overtime rates are valid from the Effective Date – January 1, 2022.

- Double-time rates are charged for hours worked on Sundays or holidays, as defined below, and require approval by Operator. The below double-time rates are valid from the Effective Date – January 1, 2022.

    - Holidays: New Year's Day, 3 Kings Day/Epiphany, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Actual observed dates for the holidays will be confirmed by Operator to Contractor in writing each year. This list is subject to change.

Position Description	Overtime Rate per Hour	Double-Time Rate per Hour
Supervisor	$104.57	$123.40
Crew leader	$96.17	$112.45
Qualified Line Clearance Arborist (QLCA)	$85.26	$99.02
QLCA Trainee	$82.97	$96.20
Equipment Operator	$96.17	$112.45
Groundman	$78.76	$91.02
Flaggers	$78.76	$91.02
Pre-Notifiers (Field Techs)	$99.68	$116.78

- Rates do not include applicable sales taxes; any applicable sales taxes will be invoiced at cost and as a separate line item to Operator. Contractor acknowledges that Operator has applied for a sales and use tax exemption certificate from the Puerto Rico Department of the Treasury. Accordingly, once such certificate is issued and a copy of the certificate is provided to Contractor, Contractor will not be required to collect any Puerto Rico sales and use tax and will not include such taxes in its invoices or the supporting documentation provided to Operator.

- Rates do not include mobilization to Puerto Rico; any mobilization charges will be invoiced at cost and as a separate line item to Operator. Contractor will provide estimates for review and approval by Operator prior to initiation of mobilization.

Equipment:

Mobilization and utilization of any equipment/tools by Contractor requires approval by Operator.

Equipment	Base	Maintenance	Fuel[1]	Taxes	Insurance	Rate per Hour		Consumption Rate
Std 50’ bucket	$11.16	$6.11	$5.63	$0.48	$0.39	$23.76		1.50
Off road 4x4 lift	$13.81	$8.70	$5.63	$0.63	$0.48	$29.25		1.50
Tall (70’) bucket	$12.95	$10.23	$5.63	$0.64	$0.45	$29.90		1.50
Standard crew cab chip dump truck 14 yd.4x4 crew truck	$6.70	$3.75	$4.13	$0.29	$0.23	$15.10		1.10
Off-road crew cab manual crew truck.	$8.57	$4.75	$4.13	$0.37	$0.30	$18.12		1.10
Standard Chipper (12-13”)	$2.36	$3.38	$1.88	$0.16	$0.08	$7.85		0.50
2 X 4 Pickup truck : 1/2 Ton	$5.21	$2.13	$5.25	$0.21	$0.18	$12.98		1.40
4 X 4 Pickup truck 3/4 Ton	$6.86	$4.77	$6.34	$0.32	$0.24	$18.53		1.80
Skid steer (mower)	$18.57	$13.22	$9.75	$0.88	$0.65	$43.08		2.60
Excavator masticator (CAT 324 size)	$130.95	$57.55	$28.13	$5.27	$4.58	$226.48		7.50
Trailer	$8.33	$1.96	$0.00	$0.29	$0.29	$10.88		-
Aerial Lift 100' 4x2	$39.29	$15.34	$6.38	$1.53	$1.38	$63.90		1.70
Mini 4x4 Chip Truck	$6.86	$3.73	$3.75	$0.30	$0.24	$14.88		1.00
1/2 Ton Pickup 4x4	$6.25	$2.33	$6.00	$0.24	$0.22	$15.04		1.60
1/2 Ton GF Pickup 4x2	$4.90	$2.78	$6.00	$0.21	$0.17	$14.07		1.60
1/2 Ton GF Pickup 4x4	$5.88	$4.30	$6.38	$0.28	$0.21	$17.05		1.70
3/4 Ton Pickup w/sprayer	$8.72	$3.65	$8.25	$0.35	$0.31	$21.28		2.20
Service Truck	$8.93	$8.49	$5.63	$0.48	$0.31	$23.84		1.50
ATV 4x4	$4.44	$3.11	$1.50	$0.21	$0.16	$9.42		0.40
UTV	$7.06	$3.69	$1.88	$0.30	$0.25	$13.17		0.50
50' All Terrain Aerial Lift	$30.00	$12.46	$6.75	$1.19	$1.05	$51.44		1.80
All Terrain Carrier W Sprayer	$29.41	$12.39	$6.75	$1.17	$1.03	$50.75		1.80
Large Wheeled Mower	$32.74	$25.67	$11.25	$1.62	$1.15	$72.43		3.00
Large Tracked Mower	$38.10	$27.92	$11.25	$1.84	$1.33	$80.44		3.00
Mechanical Trimmer	$25.00	$28.51	$6.75	$1.48	$0.88	$62.62		1.80
Mini Mechanical Trimmer	$22.14	$26.29	$5.63	$1.34	$0.78	$56.18		1.50
Medium Tracked Mower	$33.93	$22.50	$9.38	$1.57	$1.19	$68.56		2.50
Large Wheeled Shear/Feller Buncher	$50.00	$30.55	$7.88	$2.24	$1.75	$92.42		2.10
Tracked Feller Buncher	$130.00	$75.51	$7.50	$5.73	$4.55	$223.28		2.00
Mini Skid Steer w/trailer	$14.29	$4.00	$3.00	$0.51	$0.50	$22.30		0.80
4X4 Rear Mount Paddle Foot	$25.60	$12.02	$5.63	$1.05	$0.90	$45.19		1.50

Equipment	Base	Maintenance	Fuel[1]	Taxes	Insurance	Rate per Hour	Consumption Rate
Log Loader/Clam Truck	$18.57	$9.03	$4.88	$0.77	$0.65	$33.90	1.30
Tracked Chipper	$89.29	$29.87	$18.75	$3.33	$3.13	$144.36	5.00
Log Skidder	$41.67	$23.56	$7.50	$1.82	$1.46	$76.01	2.00
Tractor Trailer	$35.00	$48.72	$26.25	$2.32	$1.23	$113.51	7.00
15-18 Inch Chipper With Winch	$8.57	$5.01	$5.28	$0.38	$0.30	$19.54	1.50
Extension Saw	$0.68	$0.41	$0.75	$0.03	$0.02	$1.89	0.20
Sign Board	$6.67	$1.79	$0.00	$0.24	$0.23	$8.93	0.00
Marsh Master	$27.86	$16.63	$7.04	$1.24	$0.98	$53.75	2.00
70' 4X4 Lift W Chip Box	$21.43	$15.97	$7.50	$1.04	$0.75	$46.69	2.00
Backpack Sprayer	$0.63	$0.34	$0.00	$0.03	$0.02	$1.01	0.00
Landscape Trailer With Tools	$14.58	$4.26	$0.00	$0.53	$0.51	$19.88	0.00
70 Ft. Backyard Lift	$24.03	$4.41	$3.75	$0.80	$0.84	$33.83	1.00
Horizontal Grinder	$169.64	$45.06	$17.60	$6.02	$5.94	$244.26	5.00
Tablet	$0.88	$0.64	$0.00	$0.04	$0.03	$1.59	0.00
4X4 100' Lift	$60.71	$17.97	$7.50	$2.20	$2.13	$90.51	2.00
Sandboxes Wheeled or Tracked	$132.65	$40.40	$28.13	$4.85	$4.64	$210.67	7.50
Laptop W Air Card	$0.88	$0.58	$0.00	$0.04	$0.03	$1.53	0.00
Tru Pulse Laser	$1.00	$0.32	$0.00	$0.04	$0.04	$1.40	0.00
Boat & Motor	$50.00	$8.20	$3.52	$1.64	$1.75	$65.11	1.00
Rollback W/20 Ft Bed	$16.96	$5.53	$6.38	$0.63	$0.59	$30.09	1.70
60' Crane Grapple Truck	$35.71	$8.50	$5.63	$1.24	$1.25	$52.33	1.50
Pull Behind Whole Tree Chipper W Grapple or Winch 20'	$19.05	$6.78	$5.63	$0.72	$0.67	$32.84	1.50
Tri Axle Dump Truck	$28.57	$7.76	$6.75	$1.02	$1.00	$45.10	1.80
75' All Terrain Aerial Lift	$45.00	$12.91	$7.04	$1.62	$1.58	$68.14	2.00

[1]Fuel is based on average rates of $3.52 per gallon for gasoline and $3.75 per gallon for diesel. If the average price of fuel on the first Monday of each quarter has increased or decreased by more than $0.50 per gallon, Contractor will calculate an adjustment send to Operator for approval, to be made in writing.

Rate Notes:

- All rates are in US dollars
- Rates do not include applicable sales, use, or excise taxes; any applicable taxes will be invoiced at cost and as a separate line item to Operator. Contractor acknowledges that Operator has applied for a sales and use tax exemption certificate from the Puerto Rico Department of the Treasury. Accordingly, once such certificate is issued and a copy of the certificate is provided to Contractor, Contractor will not be required to collect any Puerto Rico sales and use tax and

will not include such taxes in its invoices or the supporting documentation provided to Operator.

- Rates do not include mobilization to Puerto Rico; any mobilization charges will be invoiced at cost and as a separate line item to Operator. Contractor will provide estimates for review and approval by Operator prior to initiation of mobilization.

Pass-Through Costs:

- Contractor to identify and estimate, where possible, pass-through costs when and as requested by Operator for a project or specific scope of work

- All pass-through costs will require accurate and complete documentation as defined by Operator to be invoiced

- Pass-through costs include but are not limited to disposal costs, landfill costs, herbicide (applicator rate $/hour and chemical) costs, flagging and traffic control costs, parking fees, security fees, helicopter rental, per diems/hotels/meals, and mobilization and demobilization costs for personnel and equipment/tools

- In addition, pass-through costs include but are not limited to non-ordinary course permits, approvals, licenses (software, hardware, or otherwise), and other permissions specifically related to Contractor's performance of the Services under this Contract

EXHIBIT "D"

HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

1. SUPPLEMENTAL SAFETY TERMS AND CONDITIONS

1.1 Contractor shall comply with the following:

(a) The Supplemental Safety Terms and Conditions are intended to supplement and not replace the safety provisions in Exhibit A Standard Terms and Conditions. In the event of a conflict between the applicable Exhibit A Standard Terms and Conditions and these Supplemental Safety Terms and Conditions, the terms of these Supplemental Safety Terms and Conditions shall apply.

These Supplemental Safety Terms and Conditions shall also apply to any subcontractors that contractor may use for the work. **Contractor is responsible for ensuring that its subcontractors are aware of and comply with these Supplemental Safety Terms and Conditions**. Contractor must provide proof, via written communication, that these supplemental safety terms and conditions have been reviewed with the subcontractors and acknowledged.

Contractor's failure to comply with these Supplemental Safety Terms and Conditions shall be cause for Contractor to be terminated and contractor to be removed from Operator's approved bidder's list.

2. GENERAL

2.1 Contractor is hereby reminded that Operator's Contractor Safety Management System will be in effect. Contractor's safety performance will be monitored and evaluated during the project by Operator.

2.2 Contractor shall adhere to all applicable local, state, and federal regulations and all rules and policies set forth in Contractor's own safety manual. Contractor shall immediately correct any deficiency brought to the attention of Contractor by Owner or Operator. Repeated safety violations, severe violations, or events are cause for Contractor to be terminated and removed from Operator's approved bidder's list.

2.3 Contractor shall adhere to all written safety directives issued by Operator.

2.4 All persons who enter the site shall have completed Operator's Contractor Safety Orientation. This training shall be valid for one year and must be refreshed annually.

2.5 Owner or Operator shall have the authority to immediately stop Contractor's performance of the Services indefinitely for operations, which in the opinion of Owner, constitute a material safety concern. It is the responsibility of Contractor to adequately satisfy Owner of any reasonable remediation necessary to provide a safe and healthful workplace.

2.6 Contractor shall have qualified and competent supervision to direct and observe the Services. The individual(s) providing the qualified and competent supervision is permitted to perform work activities; however, these activities can not interfere with ability to direct and observe the Services.

2.7 Contractor shall appoint a qualified and competent representative anytime Contractor has subcontractors working onsite without Contractor present. This representative shall be onsite at all times while Work is being performed by subcontractor unless otherwise approved by Owner.

2.8 If Contractor in good faith believes that any rule or procedure set forth in these Supplemental Safety Terms and Conditions will put its employees or others at risk, Contractor shall immediately notify Owner and shall cooperate with Owner to develop a mutually acceptable alternative procedure.

3. CONTRACTOR SAFETY REPRESENTATIVE

3.1 If directed by Operator or Owner, Contractor shall provide full-time onsite safety representative(s) with the number of safety representative(s) per crew (Contractor and its subcontractors) to be mutually agreed upon by the parties.

3.2 The full-time onsite safety representative(s) shall assist Contractor with the initiation, enforcement, maintenance, and administration of worksite safety and other loss prevention programs associated with the Services.

3.3 Owner may request Contractor to provide additional full-time safety representatives if Owner determines the nature of the work justifies additional safety oversight. A risk analysis of the project will be performed by the parties to assist in determining this requirement.

4. MONTHLY SAFETY REPORTING

4.1 Contractor must report the following:

(a) Hours worked monthly and year-to-date on Operator projects

(b) First Aid events monthly and year-to-date on Operator projects

(c) OSHA recordable events monthly and year-to-date on Operator projects

The above requirements must be reported by the 4th working day of the following month.

5. EVENT REPORTING

5.1 When working for Operator, once the scene is secure, Contractor shall report all events immediately to the Operator project representative. Following initial notification, standardized incident reports shall be completed and submitted to the Operator HSEQ Department.

(a) An initial written report shall be submitted by 8:00 am the following day. Within 5 days, Contractor shall submit an in-depth written report.

5.2 All environmental spills must be reported immediately to the Operator project representative as appropriate.

6. TASK HAZARD ANALYSIS

6.1 Before any work begins and before changing any work procedures or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written report identify all potential worksite risks. The JHA shall include: 1) step-by-step plan for the task to be performed, 2) risks/hazards associated with the task, and 3) control measures that Contractor will take to eliminate or control these potential risks/hazards.

6.2 Contractor's assigned supervisor/lead shall review the JHA with each crewmember prior to the start of each task and anytime the work procedure changes. Additionally, Contractor's assigned supervisor / lead shall review the JHA with each crewmember after lunch and/or significant break in the Services. Each crewmember must sign their name verifying they understand and will adhere to the JHA.

6.4 Contractor's supervision shall conduct a JHA review with all persons who enter the work zone. This review shall include a scope of work and any hazards present at the site.

6.5 Contractor shall make its JHA reports available to Owner or Operator upon request.

7. PERSONAL PROTECTIVE EQUIPMENT

7.1 Contractor is responsible for requiring the use of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions.

7.2 Contractor and subcontractor employees shall wear at a minimum the following personal protective equipment (PPE) while in any construction area:

(a) Hardhat

(b) Safety Glasses or Prescription Safety Glasses with Side Shields that meet the specifications of ANSI Z87

(c) Approved hearing protection devices in designated areas

(d) The outermost layer of clothing on the upper body must be High Visibility and Reflective

(e) Work gloves appropriate for the potential hazards of the job tasks. Note: Jersey gloves are not permitted to be worn as the only means of protection.

(f) Protective toe footwear that meet the safety-toe specifications of ASTM F2413 with a compression rating of C75 (i.e. safety toe shoes)

(g) Employees that climb structures shall wear a shoe with a defined heel.

(h) 100% Fall Protection when climbing off the ground

(i) Additional PPE may be required based on Contractor's PPE assessment.

(j) Open-toed, open-heeled, athletic footwear and tennis shoes are prohibited.

7.3 Contractor employees shall wear fire retardant (FR) clothing when working on or near energized equipment. While not all-inclusive, the following list provides examples. All examples may not be applicable for the Services performed by Contractor:

(a) When working within the minimum approach distances

(b) When rubber gloves or rubber gloves and sleeves are required

(c) When performing hot-stick work

(d) When bonding or working "bare hand method"

(e) When grounding conductors or equipment

(f) When testing lines or equipment to be de-energized

(g) When performing switching operations

(h) When entering enclosed/confined spaces with energized lines or equipment

(i) When disconnecting or connecting testing meters

(j) When an employee is required to physically assist with energized work on lines or equipment where mechanical failure or human error could expose employee to a flash

(k) Additionally, an employee entering a station under the control of a dispatch authority shall be required to wear fire retardant clothing unless specifically exempted by Operator.

8. SUBSTATION/SWITCHYARDS

8.1 Contractor shall have all employees in a supervisory role qualified to enter an energized substation. This training is commonly referred to as Station Entry Training. Supervisory employees shall be trained and competent in the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills and techniques necessary to determine the nominal voltage of exposed live parts, and the minimum approach distances corresponding to the voltage to which the qualified employee will be exposed. A record of this training must be maintained by Contractor and made available to Owner or Operator upon request.

8.2 Employees not OSHA station entry qualified shall be under direct supervision of a qualified supervisor. In this case, if the supervisory employee leaves an electrical station site where work is being performed, all employees must leave the site as well.

8.3 All substation gates shall remain closed and locked at all times unless under direct observation by an attendant.

8.4 Upon entry/exit of a substation, Contractor shall notify the appropriate dispatch authority.

8.5 Excavation Inside Energized Stations – Approval shall be attained prior to using mechanical devices to perform excavation inside an energized substation. Excavations shall be barricaded at the end of each shift.

9. FIREARMS, ALCOHOL, AND DRUGS

9.1 Firearms, alcohol, illegal drugs (marijuana, cocaine, etc.) or drugs taken for non-medicinal purposes are prohibited on all Owner controlled sites.

9.2 Contractor shall be responsible for its and its subcontractor employees who are under the care of a physician and are taking prescribed medicine, which may alter the employee's physical or mental ability. Contractor shall determine the necessity to change and adjust accordingly the employee's job assignment while undergoing treatment.

9.3 If firearms or suspected illegal drugs are discovered on any Operator worksite, the following guidelines should be followed by whoever discovers the firearms or suspected illegal drugs:

(a) First, if possible, without putting themselves or others in harm's way, attempt to secure the location and ensure that others cannot come in contact with the firearms or suspected illegal drugs. Do not handle or move firearms or suspected illegal drugs from their discovered location.

(b) Second, immediately contact the Operator representative and together make a decision whether or not the situation requires a call to the local law enforcement authorities. Immediately call the local law enforcement authorities and report the discovered items if (a) neither the Operator representative is available; (b) there is a threat of harm to any person; or (c) there is a risk of improper removal or disposal of the firearms or illegal drugs.

(c) Third, call local Operator security personnel.

(d) Fourth, for incidents involving Contractor personnel, Contractor shall submit reports according to Section 4.0 Monthly Safety Reporting.

10. DRUG/ALCOHOL TESTING

10.1 All Contractor and its subcontractor employees must complete and pass the following drug/alcohol testing:

(a) Operator Pre-Employment (48 hours or less prior to first employment on an Operator site)

(b) Post-event (within two hours) on all employees involved in any safety related event

(c) Random

(d) Reasonable suspicion

(e) If not subjected to a test listed above, Contractor and subcontractor employees must be tested a minimum of once every 12 months.

10.2 Screening substances and their associated cut-off limits will be as directed by Owner or Operator. Contractor shall incur all costs associated with the drug testing identified in this section.

10.3 Contractor shall share test results with Owner upon request to the extent allowed by applicable federal, state, or local law. If applicable, Contractor will ensure that employees, agents, subcontractors, or independent contractors and the

(a) employees of subcontractors or independent contractors sign an appropriate authorization prior to such tests being conducted, acknowledging the tests are being conducted and authorizing the information obtained to be provided to the Owner.

10.4 Contractor shall have and ensure compliance with a comprehensive substance abuse/drug and alcohol policy that complies with all applicable federal, state, and/or local statues or regulations.

11. TRAINING REQUIREMENTS

11.1 It is Contractor's responsibility to ensure their employees and subcontractors' employees are appropriately trained, qualified, and competent to perform assigned tasks and associated work. Qualifications and training shall be documented by Contractor and available to Owner or Operator upon request. Owner or Operator may modify, in writing to Contractor, the training requirements based on the specific work tasks.

11.2 Contractor's and its subcontractors' Site Supervision shall have successfully completed the OSHA 30-Hour for Construction Training or the OSHA ET&D 20 and 10 Hour Training Courses. "Site Supervision" is defined as personnel with responsibility for making job site work assignments, personnel with overall responsibility for the Services, and any person leading a crew or work group (Foreman, Superintendent, Crew Leader, Lead Lineman, etc.). Newly appointed or hired supervision shall complete the OSHA 30-Hour for Construction Training or the OSHA ET&D 20- and 10-Hour Training Courses before assuming the supervisory position. All labor hours required to complete any OSHA training courses will be billable at the hourly rates.

11.3 All Contractor and subcontractor employees who are performing work on operator transmission worksites shall have successfully completed the OSHA 10-Hour for Construction Training. New employees shall be trained within fourteen (14) calendar days of starting their first assignment on an Operator site.

(a) If Contractor and subcontractor employees have training that is equivalent to the OSHA 30-Hour or OSHA 10-Hour, Contractor shall submit an overview of the program and documentation of this training to Owner. Owner my require OSHA Training in addition to such training, provided Contractor shall be responsible for the sufficiency of its training program.

11.4 Contractor shall submit their annual training plan to Owner for review and approval.

11.5 First Aid/CPR Training – A minimum of two currently trained persons in First Aid and CPR shall be present for each crew. This is applicable to all crews except for those performing electrical work under 600V.

11.6 Contractor and subcontractor shall incur all costs associated with the training of their employees.

11.7 Prior to entering the site and during the term of the Contract, Contractor shall provide to Owner a list of all individuals (whether it's or its subcontractors' employees), which Contractor intends to use at Owner's sites. The list shall identify the individuals by their name and employee identification such as employee number, badge number, or similar Contractor or Operator-issued identification.

11.8 Contractor shall provide Owner with the names and reasons for removal, when an employee is removed from Owner's property due to lack of safety performance or not meeting the drug / alcohol testing requirements.

11.9 Owner, in its sole discretion, may deny access to any individual who has previously been removed from a worksite by Owner or any of its affiliates for safety reasons.

11.10 Contractor may request a restricted employee to be cleared for work. A letter addressing the original safety violations or reason for suspension with any documentation supporting the request shall be sent to Owner for approval. The employee shall not work at any of Owner's worksites until approved by Owner, which approval may be withheld at the sole discretion of the Owner.

12. JOB SITE COMPLIANCE AUDITING

12.1 If work is greater than two weeks in duration, a Contractor safety professional shall perform and document one job site audit on each Owner job site a minimum of once per month. The safety professional responsibilities may be performed by a supervisor or general foreman position if so appointed by Contractor to complete this requirement.

12.2 If there is a full-time Safety Representative assigned to the job site, daily site audits shall be performed and documented.

12.3 Contractor site supervision shall perform and document a minimum of one job site safety audit per week unless otherwise specified by Owner or Operator.

12.4 Contractor management personnel shall perform and document one job site safety audit per quarter.

12.5 Audits shall be maintained for the duration of the Services and shall be made available to the Owner or Operator upon request.

13. EMERGENCY PLANNING

13.1 All job sites must have emergency communication and an emergency response plan that has been communicated and understood by all Contractor and subcontractor employees. The plan shall include at a minimum:

(a) Emergency Contacts

(b) Location and Name of Local Emergency Services

(c) Onsite communication methods

(d) Location and directions (including maps) to the nearest medical facility

(e) Procedure to follow in the event of an emergency

(f) All Contractor and subcontractor employees shall drive the route to the nearest medical facility prior to any work activities occurring on the site.

14. BILINGUAL REQUIREMENTS

14.1 Contractor shall provide bilingual personnel with the total number of such personnel per crew to be mutually agreed upon by the parties.

15. HAZARD COMMUNICATION

15.1 Contractor shall submit a chemical inventory prior to mobilizing onto an Operator worksite.

15.2 Material Safety Data Sheets (MSDS) shall be kept on file by Contractor and available for Contractor and subcontractor employee's and Owner's review upon request.

16. MISCELLANEOUS

If applicable for the Services performed:

16.1 Housekeeping – All trash shall be kept in proper containers and disposed of properly.

16.2 Cable Verification – Immediately prior to cutting any control cable, Contractor personnel shall have a second person verify that it is the proper cable and that it is de-energized.

16.3 GFCI – All extension cords and electric hand tools shall be plugged into a GFCI provided by Contractor. Contractor personnel shall not rely on the receptacles in Operator circuits.

16.4 Guard Structures – All hotline crossings and all road crossings shall be protected using a guard structure. Guard structures (including line equipment used as guard structures) shall be installed prior to disconnecting the conductor and shall remain in place until the conductor is clipped in.

16.5 Testing of Grounds – All grounds shall be tested in accordance with ASTM F2249 – 03 Standard Specification for In-Service Test Methods for Temporary Grounding Jumper Assemblies Used on De-Energized Electrical Power Lines and Equipment.

16.6 Placement of Grounds – The location of all grounds on transmission line work shall be tracked and documented. Grounds shall be installed/removed maintaining minimum approach distance. Grounds shall be inspected prior to each use.

16.7 Wire Skinning – All employees shall use tools specifically designed for wire skinning.

16.8 Traffic Control – All operations involving roadways shall comply with the Manual of Uniform Traffic Control Devices and/or local requirements.

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EXHIBIT "E"

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Code), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes with the Department of Treasury of the Commonwealth or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

2. Contractor hereby certifies that it is not required to pay child support, or, if so, that Contractor is up to date or has a payment plan to such effects. As evidence thereof, Contractor has delivered to Owner a certification issued by the Puerto Rico Child Support Administration (Administración de Sustento de Menores (ASUME)) certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.

3. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.

4. To the best of its knowledge, any and all necessary waivers regarding the Contract have been obtained from any government entity and said waivers shall become part of the contracting file.

5. Contractor shall have delivered to Owner prior to, or shall deliver on, the Effective Date:

   (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and

   (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the Effective Date:

      i. a copy of Contractor's Merchant Registration Certificate;

      ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;

      iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth;

      iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

v. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;

vi. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under applicable laws; and

vii. a sworn statement, signed before a notary public, in the form attached hereto as Attachment 1.

6. In providing the Services, Contractor, covenants, represents and warrants to the Owner as follows:

(a) Contractor shall not violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by Owner to Contractor shall be transferred by Contractor, directly or indirectly, in violation of any Anti-Corruption Laws.

(b) Neither Contractor nor any of its affiliates is a Sanctioned Person or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any of its affiliates shall directly, knowingly, or indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by Owner to Contractor or Contractor's affiliates shall be transferred by Contractor or its affiliates, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

(c) Contractor shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(d) Contractor shall promptly notify Owner in writing if, to Contractor's knowledge, Contractor, or any of its affiliates in connection with this Contract or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;

(e) Contractor shall at all times comply with all applicable law regarding non-discrimination;

(f) Contractor attests, subject to the penalties for perjury, that Contractor has not, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Contract other than that which is expressly set forth in this Contract;

(g) Contractor shall inform Owner if, at any time during the Term, there are any material Tax disputes with any Authority of the Commonwealth (other than Commonwealth Tax liabilities for which Contractor is not responsible under this Contract, if any);

(h) Contractor shall comply, to the extent applicable, and at Owner's request, certify to Owner and Administrator, that it has complied and is in compliance with, to the extent

applicable, the provisions of the Public Private Partnerships Authority's Ethical Guidelines;

(i) Contractor shall inform Owner if, at any time during the Term, it or any of its affiliates become aware that they are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;

(j) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable to the T&D System; and

(k) In providing the Services, Contractor shall:

(i) to the extent that the Services are subject to rules of ethics of a profession, comply with any applicable rules;

a. to the extent that the Services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988 ("Act 173"), comply with Act 173; and

b. as required by Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, use commercially reasonable efforts to use, to the extent available and applicable to the Services, and to the extent permitted by law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

7. Consequences of Non-Compliance. The Contractor expressly agrees that the conditions outlined throughout this Exhibit “E” are essential requirements of this Contract. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit Owner to terminate this Contract without limiting any other rights and remedies that Owner may have as a result thereof.

8. Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

Owner shall have the right to terminate the Contract in the event Contractor is convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any

of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

Furthermore, Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

9. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.

Interagency Services Clause: Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted Services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with Owner or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this Contract.

Termination Clause: The Office of the Chief of Staff shall have the authority to terminate this Contract at any time. In the event the Chief of Staff exercises this authority, such termination shall be deemed a termination by Owner.

Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico: The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Contract.

Owner certifies that this Contract has the appropriate governmental authorizations necessary for its execution, and according to the provisions in the Act No. 3-2017, known as the "Act to Address the Economic, Fiscal, and Budget Crisis to Guarantee the Operations of the Government of Puerto Rico." Furthermore, Owner certifies that it has obtained written approval of the Government Chief of Staff and the Office of Management and Budget, pursuant to Memorandum Number 2017-001 and Circular Letter 141-17.

Attachment 1

Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, _____, of legal age, single/married, _____ and resident of the _____, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of _____ _____ (hereinafter referred to as the "Company") organized as a _____ under the laws of _____ [with the Federal Identification No.] _____.
- That I am authorized to represent the Company and all of its partners and owners for purposes of this affidavit.
- That neither the Company nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Company's agreement with _____ while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in _____, this ____ day of _____, 20___.

By:_____
Name:
Title:

Affidavit No. ____

Sworn and subscribed before me by _____, of the personal circumstances stated above, in his/her capacity as _____ of _____; who is personally known to me or whom I have identified pursuant the following form of identification: _____, this ___ day of _____, 20___

Annex 1

Contractor Certification Requirement

The following certification shall be provided to the Oversight Board and the Commonwealth's Contracting Government Entity by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor's subcontractor(s) in connection with the proposed contract[6] is (are) the following:

   Not Applicable

2. Neither the contractor nor any of its owners[7], partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

   Not Applicable

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

[6] As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.
[7] For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose ofinfluencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

[redacted]

Date: July 26, 2021

EXHIBIT "F"

OPERATOR ("LUMA") POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES

MESSAGE FROM [redacted]

LUMA was created to power the lives of the people of Puerto Rico through the delivery of safe, reliable, and affordable electricity. Operating safely and sustainably and in an ethical and responsible manner is critical to achieving our goals.

Our vendors play an important role in supporting our operations and upholding our commitments to our customers. Our Vendor Code of Conduct explains the principles and standards that apply to you when you are providing goods and services to LUMA. As a LUMA vendor, we expect you to share the principles described in this Code of Conduct and to apply similar standards with your own employees and across your supply chain.

By following this Code, you are upholding our mission and our core values and setting the groundwork for our joint success. We expect you—including your employees and the suppliers you yourself use—to act ethically and abide by the commitments in this Code and by other policies that may apply you as you interact with us or act on our behalf. We value our relationship with you and appreciate your efforts to fulfill these important responsibilities.

Sincerely,

[redacted]

Chief Financial Officer

OUR MISSION STATEMENT & VALUES

Our values are not just words on a page. We live them daily. Our mission is always, in every way, to continue getting better.

Mission Statement

LUMA was purposefully built for the people of Puerto Rico, to reinvigorate and transform the island's electric transmission and distribution system and to support its overall economic development. We put people first – our employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for our customers and the world around us.

We stand together, building a culture on continuous improvement with the goal of working towards a stronger Puerto Rico by delivering on our promise of excellent customer service and our commitment to Safety.

Core Values

Our Core Values define how we work and we seek out business partners who share them as well. It is important that all members of our team embrace these values, as they are fundamental to how we do business.

We live by the following values:

I. CARE

We seek to understand and collaborate. We care enough to challenge each other. We care about each other – and the communities where we live and work.

II. ACCOUNTABILITY

We are transparent, respectful and responsive. We are ethical and guided by integrity. We do the right thing. We hold ourselves and each other accountable to operational excellence.

III. PRIDE

We take pride in holding ourselves to the highest standards of safety and sustainability. We are invested in our people, our actions and our commitments for the long run. We celebrate our successes and continuously strive to be better.

CONDUCTING BUSINESS THE LUMA WAY

Our Expectations

LUMA's Vendor Code of Conduct ("Code") applies to all intermediaries, suppliers, consultants, contractors, contract labor and other business partners who provide goods or services to or on behalf of LUMA (collectively, "vendors"). We each play a role in upholding the principles of our Code. You are expected to ensure that all your employees or sub-vendors that perform work for LUMA read, understand

and follow the Code and the underlying policies and practices that are applicable to them to avoid illegal or unethical conduct. Compliance with this Code is a requirement for becoming and remaining a LUMA vendor.

Vendor Selection

We are committed to dealing fairly with all vendors throughout our procurement process, from bid evaluation and negotiation to award decisions and purchasing administration. We select our vendors based on objective criteria, such as technical, commercial or other legitimate business reasons. You are expected to cooperate with our procurement processes, including responding to any due diligence requests.

Speak Up

Raising awareness of possible misconduct or violations of the law or the Code is part of our commitment to creating a fair and honest culture. To ensure the highest levels of integrity throughout our supply chain, we rely on our vendors to speak up about any actual or suspected violations of the law or our Code.

If you want to come forward with any questions or concerns, you may use any of the following resources:

Your LUMA Supply Chain Representative LUMA Leadership LUMA's Director of Compliance LUMA's Ethics Helpline

LUMA's Ethics Helpline is available 24 hours a day, seven days a week, in Spanish and English. You can call the Ethics Helpline at 877-776-0993 and speak with a third-party representative, make a report via the internet at www.LUMAethicshelpline.com, or e-mail Compliance@LUMAmc.com.

LUMA's Ethics Helpline is managed by an independent third-party service provider. You may report anonymously. All reports made to the Ethics Helpline are forwarded to LUMA's Director of Compliance for review and investigation. When you make a report to the Ethics Helpline, please provide as much information as possible. The more information you provide, the easier it will be for the Company to investigate and address your concern.

Investigation of Reports

You are encouraged to report conduct that you believe is illegal or improper. LUMA treats all reports of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all reports and take necessary action. You are expected to cooperate with any investigations. LUMA does not tolerate any form of retaliation against anyone who reports a violation of this Code in good faith or cooperates with an investigation. We also expect all our vendors to investigate any concerns that are reported to them and to take corrective measures if necessary.

Violations of Our Code

LUMA takes violations of our Code very seriously. We encourage our vendors to monitor their compliance with the Code's requirements. LUMA will monitor our vendors' compliance with this Code

through audits or site visits as we deem necessary and we expect our vendors to cooperate with related requests. If any non-compliance with this Code is detected, you are expected to take reasonable steps to address, remedy, and prevent reoccurrence of the non-compliant conduct. Failure to comply with this Code may result in the termination of the business relationship between you and LUMA.

CREATING A CULTURE OF TRUST AND RESPECT

We believe in *People First, Safety Always.*

Human Rights and Labor Practices

We respect and promote human rights in all our operations. We expect you to share our commitment to providing equal employment opportunity and creating an inclusive work environment that is free from discrimination. You must treat all members of your workforce fairly and in accordance with all applicable labor and employment laws.

We expect you to employ workers on the basis of their ability to do the job, and not on the basis of their race, color, age, sex, national origin/ancestry, social origin or status, marital or familial status, citizenship status, disability, religion, veteran status, sexual orientation, gender identity, political affiliation, genetic information, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, or any other status protected by federal, state, or local law.

LUMA will not tolerate any conduct by a vendor that is offensive, hostile, abusive, exploitative or otherwise inconsistent with a respectful workplace. You must not support or engage in forced or indentured labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, overtime, and benefits. We expect you to respect the rights of your workers to associate freely and to join or not join labor unions.

Workplace Safety

At LUMA, the safety of our people – employees, customers, vendors, and the public – matters first and foremost. As our vendor, you must comply with all applicable safety and security laws and regulations. You also must adhere to LUMA's safety standards and apply safe work practices to work you undertake on our behalf to prevent injuries and illnesses and minimize property losses. You must comply with LUMA HSE Contractor Selection and Management Standard applicable requirements. You are expected to report any incidents or near-misses in accordance with LUMA's HSE Handbook and our Workplace Safety Policy. You must ensure that your workers receive relevant training on health and safety procedures, including prohibitions on the use of illegal drugs and alcohol at work and restrictions on the possession of weapons.

Social Media

You must not use social media in a way that may jeopardize LUMA's reputation. You are not allowed to make any statements on behalf of LUMA without prior permission from the Company's Communications department. You are also not permitted to use LUMA's name or logo, trademarks or other intellectual property without the Company's express consent. You must never use social media to make false or defamatory comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

Conflicts of Interest

When working for LUMA, you have a responsibility to always act in the best interests of the Company. You must avoid engaging in any activity that would create an actual or apparent conflict of interest in the provision of products or services to LUMA. A conflict of interest may arise when your personal or professional relationships influence or appear to influence your business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- Your company is partially or fully owned or controlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee
- Your company is partially or fully owned or controlled by a government employee of any agency that regulates or oversees LUMA
- You hire or employ a current LUMA employee
- You knowingly hire a LUMA employee's family member without the prior written consent of LUMA
- You have a personal relationship with the LUMA employee who supervises your work for the Company

Additionally, we are obligated to comply with the Código de Ética para Contratistas, Suplidores, y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico (the "Code of Ethics"), which enumerates our ethical obligations and responsibilities and includes specific requirements related to identifying, avoiding and mitigating conflicts of interest.

Even the appearance of impropriety can undermine our credibility, pose financial and reputational risk to us and jeopardize our ability to comply with relevant laws and regulations, or our contractual obligations. If you are aware of any situation that may create a conflict of interest you must promptly disclose it to the Company.

ACTING WITH INTEGRITY

We conduct our business lawfully and ethically.

LUMA's Code of Conduct for Employees

All LUMA employees are required to comply with LUMA's Code of Conduct for employees, available at https://lumapr.com/. Among other things, LUMA's employee Code has strict rules and expectations for our employees when they interact with LUMA's vendors. You must never cause or take any action that would result in a LUMA employee violating the employee Code. When in doubt, ask your LUMA business contact.

Zero Tolerance for Corruption

LUMA is committed to conducting business the right way. We never tolerate any form of corruption and we expect our vendors to carry out their business honestly and ethically. You must operate in full

compliance with applicable laws and regulations, including anti-money laundering, anti-bribery and anti-corruption laws, wherever you do business.

When working for or on behalf of LUMA, you must never offer, promise or give a bribe, kickback or improper payment to anyone, whether they are a government official, commercial actor or private individual.

A bribe is an offer or gift of anything of value in order to improperly influence a decision or gain an unfair business advantage. Bribes may include money, expensive gifts, extravagant travel or entertainment, employment opportunities, and political or charitable donations. A kickback is money or a gift of anything of value returned or paid as a reward for awarding or fostering business.

We expect you to implement your own anti-corruption policies and procedures, which include conducting appropriate due diligence for any sub-vendors that will perform work for LUMA and maintaining accurate books and records.

Exchanging Business Courtesies

In the course of conducting business for LUMA, you may exchange business courtesies to build goodwill and positive working relationships at the Company. However, such exchanges must not be used to improperly influence a business decision or create a sense of obligation. Although nominal promotional items or business courtesies of modest value may be acceptable in certain situations, they are never required to do business with LUMA.

Even the appearance of impropriety can damage your and LUMA's reputations. Any business gifts or entertainment you give or offer to LUMA employees must be reasonable and comply with local law and the LUMA employee Code. Such courtesies must not be provided frequently. Extravagant gifts and entertainment, cash, cash equivalents, gift cards or discounts not available to all employees are prohibited, whether they are provided directly to LUMA employees or indirectly via third parties or family members.

Relationships with Governmental Authorities

LUMA often interacts with Puerto Rico's regulatory and other governmental authorities that are responsible for laws, regulations, and policies that affect the Company, such as:

- The Puerto Rico Public-Private Partnerships Authority ("P3 Authority")
- The Puerto Rico Electric Power Authority ("PREPA")
- The Puerto Rico Energy Bureau ("PREB")
- The Financial Oversight and Management Board for Puerto Rico ("FOMB")
- The Federal Emergency Management Agency ("FEMA")

In your work with LUMA, you may encounter government officials or employees from these or other government agencies and departments. You must act with integrity when interacting with such governmental authorities and ensure that you comply with all applicable legal requirements. You must not make representations on behalf of LUMA without prior approval from the Company.

Providing a business courtesy to a government official or employee is subject to strict rules, including the Code of Ethics. You shall not provide any business courtesies to any government officials or make any donations or contributions to any political party or candidate or for any political initiative on LUMA's behalf without prior approval from the Company.

Trade Controls

LUMA complies with all applicable laws and regulations that govern international trade, including import and export controls and economic sanctions promulgated by the U.S. Treasury Department, Office of Foreign Assets Control. We expect our vendors to be knowledgeable of and abide by these laws when applicable. You must not engage in transactions with any sanctioned parties or facilitate transactions with third parties that involve sanctioned parties.

SUPPORTING OUR COMMUNITIES

We invest in our local communities and provide the best service to our customers.

Environment and Sustainability

LUMA recognizes the importance of safeguarding the environment for future generations. We are committed to reducing our environmental impact and we actively seek vendors that operate in an environmentally responsible manner. Because we care about protecting the environment, we expect our suppliers to:

- Commit to and promote environmental compliance.
- Comply with local, Commonwealth and federal environmental laws, regulations and government orders, permits, authorizations and other legal obligations.
- Assist in finding efficient and effective solutions to environmental issues.
- Report environmental incidents in accordance with policies.
- Respond quickly and effectively to environmental incidents involving work sites and/or equipment in accordance with LUMA's policies.
- Be familiar with and comply with all LUMA environmental systems, procedures, plans and programs in effect and applicable to their work situation.
- Implement systems and procedures to minimize activities that pose a threat to the environment and provide training on the same.
- Ensure safe and appropriate management and disposal of waste.

Local Goods and Services

LUMA is committed to investing in the people of Puerto Rico. We support local businesses and provide them with fair opportunities to bid and acquire contracts. We expect our vendors to share this commitment to seek, use and develop a local supply chain while performing work for LUMA.

PROTECTING OUR COMPANY RESOURCES

We use assets, systems, processes and data responsibly.

Asset Management

Responsible management of assets that are owned by LUMA as well as assets that are entrusted to us by PREPA is vital to the performance of our work. Such assets include equipment, tools, vehicles, offices and yards, funds, documents, networks, systems and software, confidential information, sensitive information and intellectual property. As a LUMA vendor, your services may affect electric utility service and be subject to utility regulation, including oversight from the P3 Authority and the PREB. You are expected to safeguard the assets managed by LUMA and only use them with Company approval and for legitimate business purposes; they should be protected from misuse or theft.

Data Protection

Information systems managed by LUMA, and the data we store on these systems, are valuable assets, many of which are used to carry out critical utility activities. You have a duty to maintain the security and integrity of these systems and to abide by all information protection and privacy laws that apply to your relationship with us.

If you provide information systems services to LUMA, or you connect to information systems managed by LUMA, you will be expected to implement and maintain a cybersecurity system designed to prevent unauthorized access to these systems, as well as your own. In such cases, LUMA has the right to screen your systems for compliance and security purposes prior to engagement. You must notify LUMA immediately if any information we provided or gave you access to has been, or is suspected of being, lost, stolen, or inappropriately disclosed.

All information that is created, stored and transferred using systems and networks managed by LUMA is Company or PREPA property. LUMA may authorize individuals to monitor equipment, systems and network traffic to ensure that these systems have not been compromised or to see if there has been improper or inappropriate use of Company or PREPA resources. You should not expect privacy when using LUMA's systems to access, download or transmit information.

Confidential Information

In the course of your work for LUMA, you may have access to the Company's or PREPA's confidential, non-public information. This can include financial information, business or strategic plans, customer lists, terms or rates offered to customers, pricing and technological innovations. You must protect the confidentiality of this information and you must not disclose it to anyone outside the Company unless the Company authorizes you to do so or it is required by law.

Sometimes our customers or other vendors will provide us with their own confidential information, in furtherance of our business relationships with them. You must always respect and protect the confidential information of our customers and other vendors and abide by any confidentiality obligations to which you have agreed. Any media inquiries related to confidential, non-public information about LUMA or its operations should be referred to the Company's Communications Department.

Data Privacy

We respect the privacy of the personal information of our employees, customers, and vendors. You have a shared responsibility to protect this information against inadvertent or inappropriate disclosure. You must handle such information in compliance with applicable laws and LUMA's policies and IT security requirements. LUMA reserves the right to analyze your security system to ensure that any personal information we disclose to you will be adequately protected. You must not share such information with third parties without LUMA's express approval. Any potential compromise to the confidentiality or the security of personal information should be immediately reported to LUMA's IT—OT Department.

Record Retention

We maintain Company records, in paper and electronic form, for as long as required by law and as necessary for our business purposes. During the course of your work for LUMA, you may generate or receive information or records related to the Company. You must follow all applicable laws and contractual requirements in creating, maintaining and disposing of these records. The destruction of personal information must be previously authorized to implement any necessary safeguards and must be documented in compliance with law.

You must not destroy or discard any records related to your work for LUMA that are subject to an internal or government investigation, or to any other legal or administrative proceeding. If you receive a subpoena or a request from someone outside LUMA for a document or record, notify your contact at LUMA.

Financial Reporting

Accurate, reliable, and timely records and disclosures are critical to meeting LUMA's financial, legal and management obligations. Records prepared for LUMA, including records of work time and expenses, must be accurate and complete. You must ensure that you have appropriate authorization for each work order or purchase requisition and that you maintain appropriate supporting documentation. You must comply with generally accepted accounting principles, as well as your internal accounting policies and system of internal controls.