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 ("PREP A" 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 401580 ("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 Pa1inerships 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 se1vices 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 PREP A, 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 necessmy and convenient to pursue the activities, programs, and operations of PREP A;

WHEREAS, Contractor is a provider of certain vegetation clearing services; and

WHEREAS, the Pmiies 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 Pue1io 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 eonsideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the reeeipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

I. Interpretation and Construction of this Agreement.

I. I 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 PREP A taking any action, receiving any notice or disclosure, making any determination (including but not limited to the termination of the Agreement), or otherwise referencing PREP A as beneficiary of the terms and conditions of the Agreement, shall be understood to refer to LUMA, acting on PREP A'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, PREP A (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 futiher 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 PREP A 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, PREP A 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 PREPAelects to issue a Task Order and then only upon the Paiiies 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 PREP A 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 PREP A 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. Futiher, 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 fotih 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 Zl 33 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, PREP A, 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 PREP A's relationship manager under this Agreement (e ach a "PREP A Relationship Manager") who shall serve as the main contacts for PREP A. Each Party shall instrnct 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, disrnption, 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 Zl33; 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. PREP A 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 -I 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 PREP A 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) clays from the elate hereof. The Parties agree that no performance of either Party's obligations hereunder may be required by either Party until the Agreement has been registered as described above. Evidence of such registration shall be provided to Contractor.

3.4 Invoices.

(a) Unless otherwise set f01ih in a Task Order, Contractor shall submit invoices to PREP A 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 thi1iy (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, PREP A 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 Pmiies 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 ben&#xfffd;fit or profit of any kind Ji-om the contractual relationship which is the basis of this invoice, except for the general benefits of Contractor's pe1:formance of the Services for PREPA . {(such benefit or profit exists, the required waiver has been obtained prior to entering into this A1aster 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.'1

(c) All payments made by PREPA for services rendered and work performed under each Task Order will be subject to a ten percent (I 0%) 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 "Corporaci6n <lei Fonda de! Segura de! 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) PREP A'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
l4F0l9550000	Region 2 Arecibo Distribution -Group A
14F0l9500000	Region 3 Bayamon Distribution -Group A
l4F0l9450000	Region 4 Caguas Distribution -Group A
14F0l9400000	Region 5 Mayaguez Distribution -Group A
14F0l9350000	Region 6 Ponce Distribution -Group A
14F0l9320000	Region I San Juan Transmission 38kV -Group B
14F0l9570000	Region 2 Areeibo Transmission 38kV -Group B
14F019520000	Region 3 Bayamon Transmission 38kV -Group B
14F0l9470000	Region 4 Caguas Transmission 38kV -Group B
l4F0l9420000	Region 5 Mayaguez Transmission 38kV -Group B
14F0l9370000	Region 6 Ponce Transmission 38kV -Group B
14F0l9330000	Region I San Juan Transmission 38kV/Distribution -Group C
14F0l9580000	Region 2 Arecibo Transmission 38kV/Distribution -Group C
14F0l9530000	Region 3 Bayamon Transmission 38kV/Distribution -Groun C
14F0l9480000	Region 4 Caguas Transmission 38kV/Distribution -Groun C
14F0l9430000	Region 5 Mava2.uez Transmission 38kV/Distribution -Groun C
14F0l9380000	Re2.ion 6 Ponce Transmission 38kV/Distribution -Groun C
14F0l9310000	Retdon l San Juan Transmission -l lSkV
14F0l9560000	Region 2 Arecibo Transmission -11 Sk V
14F0l9510000	Region 3 Bavamon Transmission -ll SkV
14F0l9460000	Region 4 Ca2.uas Transmission -l I SkV
14F0l9410000	Region 5 Mava2.uez Transmission -I ISkV
l4F019360000	Region 6 Ponce Transmission -I ISkV
14F0l9590000	All regions 230kV Transmission
l4F0l9290000	Region I San Juan Substation/Telecom
14F0l9540000	Region 2 Arecibo Substation/Telecom
14F0l9490000	Region 3 BaYamon Substation/Telecom
14F0l9440000	Region 4 Ca2.uas Substation/Telecom
14F0l9390000	Region 5 Mayaguez Substation/Telecom
14F0l9340000	Region 6 Ponce Substation/Telecom

4. l 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 Puei1o 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 somces without Puerto Rico, and those relating to activities unde1iaken 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, PREP A shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Pue1io Rico, in accordance with Section 1062.11 of the PRIRC, 13 L.P.R.A. Sec. 30281. PREP A shall remit and deposit with the Secretary of the Treasury of Puerto Rico any applicable withholdings or deductions made on payments to the Contractor. Pmsuant to Act No. 48 of June 30, 2013, as amended, and Administrative Determination No. 13-14 ("AD No. 13-14") issued by the Pue1io Rico Treasury Depaiiment (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 PR TD ruling concludes that the Services are not subject to the Special Tax, PREP A shall release all related retained amounts to Contractor within thirty (30) days ofreceiving 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.

No Conflicts: 5.1 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 Paiiy 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 ifrequired it has been obtained and documented.

Quality of Services. 5.2 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 natme, (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.

Outages and 5.3 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 prope1ty 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, repotis, 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 ofLUMA's affiliates, or confidential information of third patiies 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 ofa ny 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 ofInterest.The Contractor certifies that:

A. none ofi ts 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 PREP A 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 thi11y (30)day period of becoming aware of the conflicting situation. During said period, the Contractor may request a meeting with PREP A 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, PREP A 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 (I) 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 (I) 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 pa11y 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. 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 jmisdiction, an i1tjunction to restrain said breach or threatened breach, without posting any bond or other secmity.

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 inemred 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 ease 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 dmation, geographical area and scope.

12. Relationship of the Paities.

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. Tenn 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 Tenn 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 PREP A, at no mark up or benefit to Contractor or its related parties. PREPA will validate the termination settlement proposal and suppm1ing 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, PREP A 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 often (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, PREP A 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 PREP A in the orderly termination or suspension of the Services, including timely transfer of the Services to another provider designated by PREPA; provided, however, that PREP A 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 fm1her 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(e ach, an "Indemnified Party"), from and against any threatened or actual third-patty 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 Patty 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 Patty 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 HA VE FAILED OF ITS ESSENTIAL PURPOSE.

I 6. 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 tlu·ough 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 I 1.2 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 PREP A.

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 ofName. Each Party shall not use the name, logo, trademarks or trade names oft he 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 ofl aw 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 Av enida de la Constituci6n, 8th Floor
San Juan, PR 00907
Email: legal@lumapr.com

David Fleischner

Asplundh Tree Expert, LLC
Attn: Peter M. Macaluso, General Counsel
708 Blair Mill Road
Willow Grove, PA 19090
Email: david@asplundh.com

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 ofreceipt 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 oft he 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 instrnment 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. If 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 po1tions 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 orremedy 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 constrned 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 counterpaits, 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: Corey Schneider
Corey Schneider (Jun 7, 2024 14:39 EDT)
Name: Corey Schneider
Title: Chief Financial Officer
07/06/24

By: Juansaca
JuanSaca (Jun 7, 2024 14:43 EDT)
Name: Juan Saca
Title: Chief Executive Officer
07/06/24

ASPLUNDH TREE EXPERT, LLC

By: navM ·Reirtfl1let
owan:' ·1·◆·»>m>W<!·l)
Name: David Fleischner
Title: Vice President & Chief Operating Officer.

[Signature Page to the Master Services Agreement]

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 I 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 smface 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 powerl ine.

- Assessments-Prior to performing any field vegetation Clearing for each Task Order (Task Orders may also be called Work Order Packages m· "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 prope1ty 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 measmes 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 pictmes 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 cmrent 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.

- Execution of the Work-Transmission Lines Vegetation Clearing:

  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

- Scope includes all 38kV, I 15kV 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 sta1i 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 p01iion 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 PREP A 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 PREP A 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 PREPAprior to the start of Services, but not beyond the legal boundary of the propetty, 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 PREP A's representative in writing the Services have been completed and are ready for inspection within 3 days of Service completion. Meet PREP A's representative in the field for the inspection. Receive the written inspection repmt 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 PREP A'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 PREP A's reporting.*

- *Genernl Work Considerations:*

  - *Private Prope1ty*
    - *Engage and inform all landowners according to PREP A 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 PREP A facilities.*

- *Contractor may be required to obtain a written release fro111 each owner or tenant whose property has been utilized. The release shall state the property has been restored to a condition satisfactory to properly owner or tenant. Prior to any vegetation work on*
- *private property, the contractor shall infor111 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 repmt 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 attemptto 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 ensme 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 tra ined 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 manufacturers 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 comteous and professionalism when interacting with the public, and will adhere to the following guidelines:
    - Be prepared to correctly address questions, concems, and misconceptions about vegetation clearing.
    - Listen to customer questions or concems 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 wom 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 PREP A 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 PREP A acceptance inspection. Contractor shall include record of quality control performed in
  - documentation submitted to PREP A 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 ce1iification 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 ofFEMA and shall provide to PREP A 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 Ex ert, LLC (the "Contractor") are Parties to the Master Services Agreement G_Contract number] dated as of[IEffective 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, PREP A 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 expenses. _____ Dollars($ _____._) for approved costs and 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 Encl 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: _____ E-mail: _____	Name: _____
Phone: _____	E-mail: _____
Address: _____	Phone: _____
	Address: _____

Additional Requirements:

Executed on the dates set f011h 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

Per: _____
[Name]
[Title]

EXHIBIT C

HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

1. *SUPPLEMENTAL SAFETY TERMS AND CONDITIONS*

I. I *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 ancl comply with these Supplemental Safety Terms and Conclitions.

(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 lo 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 (I) (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 (I)(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 oft he following conditions:

- *a. If a line-clearance tree trimmer is to approach more closely than 3. 05 meters (IO 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 of29 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---0, Table R-7, and Table R-8 of29 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 of29 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---0, Table R-7, and Table R-8 of29 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 ofw ork. 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. Contractors must:

(h)

- *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 clements. 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 rnles 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 PREP A 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 onsitc 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. PREP A 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 procedmes or activity at any location, Contractor shall perform a documented Job Hazard Analysis (JHA) and in a written repott identify all potential work site risks. The JHA shall include: I) 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 statt 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. Contractor's supervision shall conduct a JI-IA review with all persons who enter the work zone.

6.4 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*

(e) *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 ofC75 (i.e. safety toe shoes)*

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

(h) *I 00% Fall Protection when climbing on wooden structures.*

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

G) *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*

G) *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. § l 926.604(a)(J) (2023). All equipment used in site clearing operations should be equipped with

7.5 *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. § I 926.604(a)(2) (2023).*

7.6 The overhead covering on this canopy structure shall be of not less than IJ8-inch steel plate or V4- inch woven wire mesh with openings no greater than 1 inch, or equivalent. 29 C.F.R. § I 926.604(a)(2)(i) (2023). The opening in the rear of the canopy structure shall be covered with not less than V4-inch woven wire mesh with openings no greater than I inch. 29 C.F.R. § I 926.604(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. 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. 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. 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.

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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.

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, wood chippers, and other rotating equipment.

Require sturdy work boots for all landscaping tasks. Work shoes must meet ASTM-F2413-05 and should protect from falling objects, chemicals, and punctures.

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 PREP A 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 ofhann 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 onee 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 r e q uest.*

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 *Contractor and subcontractor employees have training that's 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.*

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

11 .4 *Contractor shall submit its annual training plan to PREPA for review and approval.*

11.5 *fourteen (14) calendar days ofstatting their first assignment. 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 PREP A 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 *PREP A, 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 PREP A 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*

(i) *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 IO 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. 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. 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.

16.5 [The remainder of this page is intentionally left blank.]

16.8

EXHIBITD-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. PREP A 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, PREP A will assume the cost of the penalty fee. Airfare necessary to attend PREP A'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) impmiing 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 PREP A.

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, PREP A shall reimburse actual charges related to demobilization necessary in cases where PREP A 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, PREP A 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 effmis to minimize expenses directly related to each Task Order.

- *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.*

Costs/Expenses that are not Reimbursable:

The Patiies agree and acknowledge that the following costs/expenses will not be reimbursed by PREP A:

EXHIBITE

GOVERNMENT CONTRACTING REQUIREMENTS

Contractor acknowledges and agrees as follows:

I. *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 Pue1io Rico for the last five (5) years. Contractor further ce1iifies 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 (Ad111inistraci6n de Sus/en/ode A1enores (ASUME)). As evidence thereof, Contractor has delivered to PREPA a ce1iification 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 Cetiificate;*

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

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

iv. a Pue1io Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Pue1io Rico Sales and Use Tax returns for the last sixty (60) tax periods;

v. a certification issued by the Puerto Rico Treasury Depatiment indicating that Contractor and its members and patiners, 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 cetiifieation 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 Pue1io 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 has filed its 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, to the knowledge 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,

(d) procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;

(e) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge,

(t) Contractor, or any Contractor Group Member, in connection with this Agreement or the Services, becomes subject to any investigation by law enforcement or Contractor attests, subject to the penalties for pe1jury, 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, Contractor authorities in connection with the Anti-Corruption Laws or Sanctions.

Contractor shall at all times comply with all applicable law regarding non-discrimination;

(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

(i) 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

G) or property;

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

i. to the extent that the goods or services are subject to rules of ethics of a profession, comply with such 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

In delivering the goods or services, Contractor shall:

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 Pue1to Rico or United States Federal comt 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~~").*

PREP A 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 A1ticles 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 ofits 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 Administration 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".*
- *That no commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment ofany 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 __d ay 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)

*****

EXHIBITF

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 ce1iificate 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 Pue1io 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. Fut1her, 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 prope11y 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.*

c. *Breach of Warranties or Conditions:*

"The Breach of any of the Warranties or Conditions in this policy by the Ins11red shall not prej11dice LUA1A Energy Servco, LLC. I 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 ce1tificate 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 thilty (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:

I. *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 PREP A, 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	*I /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*	*Second Additional Period*

Each bond shall be issued in the official form of LUMA (that is, AJA 312 format) and must include the corresponding Power of Attorney.

EXHIBITG

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 C'Federal" or "Government" or "Federal GovernmenC) assistance in the form of grant, subgrant, loan, or reimbmsement 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 ("PREP A") 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 PREP A as a result of substituting contractors from any amounts due to Contractor; or*

e. *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 adve11ising; 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 pa1t 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 fornish 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 pa1t and the contractor may be declared ineligible for fmther 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 oppottunity clause with respect to its own employment practices when it pmticipates 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 ifit 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 fm1her 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 of29 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 of29 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 (I) 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 oft hese 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 COBO funds (including, but not limited to COBO-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. 170lu (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. pati 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 homs in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty homs 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 fo1ih 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 repo11 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.

e.

7. SUSPENSION AND DEBARMENT

Federal regulations restrict PREPA from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for pai1icipation 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 pai1ies 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.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

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, subpai1 C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PREPA, the Federal Government may pmsue 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 ce1tain telecommunications and video smveillance products and contracting with ce1tain 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 inse1t 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 constrnction 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 unde1iaken meets one of the National Objectives of the CD BG-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 Depmiment 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.edbg 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 qumier. Additional compliance repmiing, including but not limited to that for Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Part! 701 u, and Davis Bacon and Related Acts, as amended, 40 U.S.C. Part3 l4 l-3148, will be maintained in accordance with the repmiing 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 Pue1io 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 3 I U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions petiaining 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 patiicipation 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 Depaiiment 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 repmis 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 PREP A, in formats acceptable to PREPA , copies of Work Product and Acquired Work Product.

ANNEXl

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

_____.

_____

Public Notary

ANNEX2

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 ofa 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 Repmi 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 ce1iify 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 ce1iification 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 380 I 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

CU4RTO PODER con Jay Fonseca

EXHIBITH

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 yam 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 pmchasing processes yom company must be registered as a supplier. The requirements for registration can be found on the Suppliers section of om website at: https://luma-pr.com/suppliers/lwnas-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,

Juan Saca

President and Chief Executive Officer

OPERATOR ("LUMA") POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALVES

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 om 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 om 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 om 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 suppmt its overall economic development. We put people first -om employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for om 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 Jive 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 Jive 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 paitners 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 pait 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 iuternet at www.LUMAethicshelpline.com, or e-mail compliance@lumapr.com.

LUMA's Ethics Helpline is managed by an independent third-patty 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 repotis of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all repmts 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 indentmed labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, ove1time, and benefits. We expect you to respect the rights of yam 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 unde11ake on om 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 defamato1y comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

Conflicts ofInterest

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 yam business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- *Yom company is partially or fully owned or contrnlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee*
- *Your company is pa11ially 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 yom work for the Company*

Additionally, we are obligated to comply with the C6digo de Etica para Contratistas, Suplidores, y Solicitantes de Incentivos Econ6micos 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 comiesies 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 depmiments. 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 comiesy to a goverrunent official or employee is subject to strict rnles, including the Code of Ethics. You shall not provide any business comiesies 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 imp01t 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.

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 PJ 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 cany 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 ifthcre 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 Depaiiment.

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 patties 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 om business purposes. During the comse 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 yom 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.

CU4RTO PODER con Jay Fonseca