

Environmental Terms And Conditions

1. **Safety.** If specified in an applicable Ordering Document, COMPANY will be responsible for implementing a site-specific health and safety plan for COMPANY's Personnel and any standard health and safety procedures around the Site. For purposes of the Agreement, "Site" shall mean each location identified in an Ordering Document. Such health and safety plan and procedures shall comply with all applicable state, federal, provincial and national laws and regulations with respect to both COMPANY's Personnel and general site conditions. COMPANY shall provide to PB copies of any specific health and safety plans and standard health and safety procedures which may be in effect at the Site. PB and/or its general contractor or construction manager shall be responsible for the health and safety of all other workers in and about the Site, and shall be responsible for initiating, maintaining and supervising health and safety precautions and for complying with Federal, State or local requirements with respect to such other workers and general site conditions. PB shall provide to COMPANY copies of any specific health and safety plans which may be in effect at the Site.

2. **Disclosure.** PB shall use reasonable efforts to provide all material information in its possession to COMPANY to complete the Services required by an applicable Ordering Document, including but not limited to: (i) "as built" drawings for all structures, systems, utilities, storage-tank systems and pipelines; (ii) storage tank system registration, inventory, testing and repair records; (iii) known environmental impairments; and (iv) all prior and current environmental investigations, regulatory activity, litigation and remedial activity at the Site.

3. **Damage to Subsurface Structures.** COMPANY will exercise reasonable care in locating, identifying and defining subsurface structures in the vicinity of proposed subsurface work, including contacting the local agencies coordinating subsurface utility information and reviewing any information provided by PB as cited in Section 2. COMPANY will offer PB the opportunity to approve all area for subsurface investigation in the field, but PB shall have no obligation to approve or disapprove of any such plans or areas. COMPANY may rely upon any information provided by PB and PB's agents or representatives; provided that COMPANY has made its own careful and thorough investigation of the Site and of the documents contained in the Ordering Document and/or provided by PB. If the locations of underground structures are not disclosed accurately on the materials provided to COMPANY or have not been discovered through COMPANY's own efforts, where such efforts by COMPANY meet or exceed industry standards, PB assumes the risk of cost, delay or damage associated with the subsurface exploration work to the extent caused by such structures not being disclosed nor discovered. If the locations of subsurface structures are not known or cannot be confirmed prior to subsurface explorations, COMPANY shall recommend modification of the subsurface exploration program to avoid potential risks including, but not limited to, recommending geophysical or other non-invasive techniques to locate subsurface structures prior to proceeding with subsurface exploration. PB may accept such recommendations and the related costs or may elect to accept all risk associated with the subsurface exploration work. In the event that PB and COMPANY cannot reach agreement on minimization of risk to subsurface structures after conferring in good faith to reach such an agreement, COMPANY may terminate the applicable Ordering Document, and shall be relieved of further work obligations at the Site without default.

4. **Environmental Conditions.** If, during the completion of Services, COMPANY encounters or finds evidence of hazardous material, petroleum products or other environmental conditions whose potential existence or sources was not previously disclosed by PB or discovered by COMPANY during its investigation of the Site ("Unknown Conditions"), and such Unknown Conditions materially change, for either technical or safety reasons, COMPANY's approach or response to completing its agreed-upon scope of Services for the Site, the parties may renegotiate the applicable Ordering Document. If the discovery of such Unknown Conditions makes it necessary to take immediate measures, including notifications as required by law to comply with all applicable state, federal, provincial and national laws and regulations or to protect persons or property from imminent harm, and if COMPANY takes such measures, PB shall compensate COMPANY for the cost of all such measures at the rates and prices set forth in the Ordering Document and for equipment and sub-contractors at COMPANY's direct cost.

5. **COMPANY Revisions.** If during the completion of Services, COMPANY discovers or determines that Services cannot be completed without undue risk of damages or environmental impairment, or in the manner or time frame required by the Agreement, COMPANY shall immediately inform PB by written notice and shall submit recommended revisions to the Services that reflect COMPANY's best estimates of what can be done to reduce such risk or of what can be realistically achieved. COMPANY will continue to work under the original timetable and milestones to the extent reasonably practicable. In the event that PB and COMPANY cannot agree on revisions to the Services, either Party may terminate the applicable Ordering Document.

6. **Additional Sites.** PB may request COMPANY to complete Services at sites other than those described in any particular Ordering Document. For each such site, COMPANY shall prepare an appropriate Ordering Document. After review, acceptance and execution of the Ordering Document by PB, the Ordering Document shall be deemed part of the Agreement.

7. **Access.** PB shall provide all necessary access to the Site, structures and systems located thereon. PB warrants that it has the authority to grant such access, either by PB's ownership or lawful tenancy, or by agreement with the owner or a tenant who has such right of access. COMPANY and its Personnel will minimize damage to the land, pavement and plantings. Site restoration shall be included in the scope of Services for any particular Site if specified in the applicable Ordering Document.

8. **Report Review.** PB shall examine all studies, draft reports, reports, design drawings and other documents presented by COMPANY and render in writing any approval, comment or decision in a timely fashion consistent with the applicable Ordering Document (including Acceptance Testing) or as may otherwise be required by governmental authority.

9. **Managed Materials.** COMPANY understands the currently known hazards and risks which are present to humans, property, and the environment in the handling, storage, treatment, processing, transportation and disposal of various materials, including hazardous waste materials, (collectively, "Managed Materials") they may come in contact with during the performance of the Services and has developed the requisite expertise for safely performing such Services and processing such Managed Materials. COMPANY (or a sub-contractor that is approved in advance in writing by PB) will transport, haul, store, treat, recycle and/or dispose of any Managed Materials in full compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of any applicable local, state, federal, provincial and national governments in whose jurisdiction the activities are performed under the Agreement. With respect to the transport of hazardous waste materials, COMPANY shall ensure that such transport will be undertaken by an entity that has all applicable governmental approval and permits (e.g., state permits), whether such entity is COMPANY or a sub-contractor that is approved in advance in writing by PB. In addition, COMPANY or the approved sub-contractor must include a manifest to accompany any and all transported shipments of hazardous waste materials pursuant to all applicable laws (such as the Regulations of Connecticut State Agencies Section 22a-449(c)-102(a) and (b)) and shall meet all record retention requirements. COMPANY shall provide PB, upon completion of treatment, processing, or disposal action, a certificate of destruction warranting (i) that the hazardous waste material contained in a specific shipment was, and has been, disposed of as agreed, or otherwise rendered harmless; (ii) the method of such disposal; and (iii) the date and signature of the person or officer in charge of the actual disposal activity at the time disposal was completed.

10. **Hazardous Waste Manifests.** PB shall be responsible for executing all hazardous or non-hazardous waste manifests as may be required by the Ordering Document. PB hereby appoints COMPANY as its agent for purposes of executing such hazardous waste manifests on occasions when PB's representative is not physically present at a Site. COMPANY shall execute such manifests only as PB's agent.

11. Recycling and Disposal. COMPANY shall perform appropriate due diligence on any such third party that it utilizes for disposal and recycling of waste resulting from the Services. Recycling and disposal facilities used by COMPANY shall each hold all necessary state, federal, provincial, national and international, permits and licenses to perform such recycling, including for example, where required by the State of Connecticut, permits from the Department of Environmental Protection to operate a Recycling and/or Solid Waste Facility, unless the facility qualifies as a satellite drop-site facility. PB reserves the right, but not necessarily the obligation, to review the facilities designated and used by COMPANY in connection with the Services provided hereunder, including facilities operated by any subcontractors or third-parties where use of such facilities is pre-approved by PB, and to disallow the use of any facility which, in PB's sole discretion, does not meet its requirements. In no event shall PB's disallowance of any particular facility affect the Services to be conducted under any specific Ordering Document, nor the pricing of such Services.

12. Subcontractors. COMPANY must obtain PB's prior written approval to engage any proposed sub-contractors that COMPANY seeks to use to perform any part of the Services either jointly with COMPANY or instead of COMPANY. Except as otherwise agreed upon in writing by the Parties, such approved subcontractors must comply with all the terms and conditions of the Agreement. Any breach of such terms and conditions by such approved subcontractors shall be considered a breach of the Agreement by COMPANY.

13. Surviving Sections. The terms and conditions of these Environmental Terms and Conditions that by their context or nature are intended to survive after the termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.

