

NUCLEAR SUPPLEMENT

GENERAL TERMS AND CONDITIONS FOR PURCHASES THAT INCLUDE SERVICES

1. Definitions

As used throughout this Supplement, the following terms shall have the meaning set forth hereinafter:

- A. "Owner" shall Dominion Energy South Carolina, Inc. and South Carolina Public Service Authority (the "SCPSA"). In addition, all references to "Company" in the General Terms and Conditions shall include the SCPSA.
- B. "Contractor" shall mean the person or entity providing the Work to Owner pursuant to the Contract.

2. Additional Insurance by Contractor

Contractor must provide and maintain, until the Work is completed and accepted, and to require any approved subcontractor to furnish and maintain at all times during the course of the Work to be performed hereunder policies of insurance as follows:

- A. for services provided inside of the Protected Area, Umbrella Excess Liability
- \$1,000,000 Aggregate
- B. for services provided inside of the Radiation Controlled Area (RCA), Umbrella Excess Liability
- \$5,000,000 Aggregate

3. Insurance by Owner

A. Indemnification

Except for liabilities as required by Law herein, the Contractor hereby agrees to defend, indemnify and hold the Owner, harmless from any loss resulting from bodily injuries (including death) or damage to property, or any claims or suits against the Owner, including attorneys' fees, arising directly or indirectly out of any act or failure to act on the Contractor's part, or the part of any agent, servant, or subcontractor of the Contractor, whether independent or otherwise, in performance of the Work undertaken under this Contract, or preparing to perform such, or cleaning up or leaving the scene after so doing. In the event of any inconsistency, this Section shall supercede Section 25 – Indemnification in the General Terms and Conditions For Purchases That Include Services.

B. Property Damage and Nuclear Liability

- i. The Owner shall, without cost to the Contractor, obtain and maintain Financial Protection and an Indemnification Agreement, for protection against liability for nuclear incidents both in such form and amount as will satisfy the requirements of Section 170 of the Atomic Energy Act of 1954, as amended. In the event that the nuclear liability protection system contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, is repealed, changed, or is not renewed, Owner will use best efforts to maintain in effect during the period of operation liability protection through

government indemnity, statutory limitation of liability or commercial liability insurance to the extent available on reasonable terms.

- ii. The Owner will, without cost to the Contractor obtain and maintain property insurance in a form and amount required by the NRC.
- iii. Neither Contractor nor its subcontractors, agents, or suppliers of any tier shall be liable to Owner or its insurers or any other party for (1) any on-site property damage due to the nuclear energy hazard, and (2) losses or damages caused by reason of unavailability of the nuclear power station, or by reason of shutdowns of the station or other facilities or service interruptions (including loss of profits or revenue, inventory or use charges, cost of replacement power, cost of capital or claims by customers). To the extent Owner or its insurers recover damages from a third party for damage due to the nuclear energy hazard to which the foregoing waivers apply, Owner will indemnify Contractor and/or its subcontractors and/or its agents and/or its suppliers against any liability which such third party recovers over from the Contractor and/or its subcontractors and/or its suppliers for such nuclear damage. "Nuclear energy hazard" shall mean radioactive, toxic, explosive or other hazardous properties of "source material", "special nuclear material", or "by-product material" as such terms are defined in the Atomic Energy Act of 1954, as amended. Owner hereby waives any right of recovery against Contractor for damages due to the nuclear energy hazard, for services.
- iv. As used in this section, the term "on-site property" means any property at the site of a nuclear facility as defined for nuclear liability and indemnity purposes; the term "damage" means loss, damage or loss of use; the term "liable" or "liability" means liability of any kind at any time, whether in contract, tort (including negligence) or otherwise. The provisions hereof providing for limitations of or protection against the Contractor's liability shall survive termination of this Contract or completion of the services hereunder.

4. Additional Nuclear Requirements

- A. Contractor shall comply with all provisions of Title 10 Code of Federal Regulations Part 21. Defects or non-compliances reported to the Nuclear Regulatory Commission by the Contractor shall also be reported to Owners's Manager - Nuclear Licensing.
- B. Section 210 of the Energy Reorganization Act of 1974 (42 USC 5851) prohibits any employer, including a Nuclear Regulatory Commission licensee, or a contractor, or a subcontractor, or an agent of a licensee, from discriminating against any employee with respect to his or her compensation, terms, conditions or privileges of employment because the employee assisted or participated, or is about to assist or participate, in any manner in any action to carry out the purposes of either the Energy Reorganization Act or the Atomic Energy Act of 1954. The Contractor shall abide by this law and require same of any subcontractor employed in the performance of this Contract.
- C. Contractor promptly shall report to Owner any allegations by the Contractor's employees that they have been discriminated against for raising concerns about the quality of the Contractor's product or service provided to Owner.

- D. Contractor shall report promptly to Owner any allegations by the Contractor's employees that they have been discriminated against for raising concerns about the quality of the Contractor's product or service provided to Owner.
- E. For Work performed at V. C. Summer Nuclear Station, Contractor and its employees shall comply with all of the Owner's requirements for site access.
- F. Should activities of the Contractor involve access to or knowledge of Owner Safeguards Information, this information shall not be reproduced or disclosed by the Contractor or any of its agents or employees, unless prior written authorization is obtained from Owner. This information will be protected in accordance with 10 CFR73.21 and any additional requirements of Owner.

5. NANTeL Requirements

Owner retains the sole right to determine training and qualification requirements for Contractor's personnel working at V.C. Summer Nuclear Station facilities. Contractor shall allow Owner to review the Contractor's training program, content, documents, and facilities to allow Owner to make a determination concerning credit that may be awarded towards worker training and qualification requirements. Contractor verification of completed NANTeL courses is required prior to mobilization on-site. Contractor agrees to provide access and reasonable assistance to the training program, content, documents and facilities relevant to the type of work covered in this Contract. Neither party shall invoice/charge/bill the other for any time, expenses and/or costs associated with providing such access and reasonable assistance

Contractor shall not invoice/charge/bill Owner for time, expenses and/or costs associated with Contractor personnel that receive any training on-site by Owner personnel for which training content and evaluation tools exist on NANTeL. Contractor shall not invoice/charge/bill Owner for time, expenses and/or costs previously paid for by another utility. In accordance with Owner's audit rights, Owner shall have the right to review Contractor's records to ensure Contractor has not received payments from multiple utilities for such training.

Completion of the NANTeL training courses does not guarantee Contractor personnel entry into a nuclear site or a right to work. Additional fitness for duty, security, training or task evaluations may be required prior to Contractor's personnel obtaining an access badge.

6. EPRI STE Requirements

Owner will accept task qualifications awarded by Contractor, if Contractor achieves and maintains compliance with the Electric Power Research Institute Administrative Protocol for Portable Practicals (EPRI AP3). Contractor agrees to pursue EPRI AP3 compliance within six (6) months of execution of this Contract, to establish a schedule for the AP3 review process with EPRI, and to obtain EPRI AP3 compliance in a timely manner. Failure to obtain EPRI AP3 compliance shall be grounds for Owner to suspend or terminate this Agreement in accordance with Section 36 of

the General Terms and Conditions for Purchases that Include Service.

Contractor shall not invoice/charge/bill Owner for time, expenses and/or costs for Contractor personnel associated with any training or qualification activities performed on-site by Owner personnel for any tasks for which approved EPRI standardized task evaluations (STEs) exist.

Completion of the EPRI STEs does not guarantee Contractor personnel entry into a nuclear site or the right to work. Additional fitness for duty, security, training or task evaluations may be required prior to Contractor's personnel obtaining an access badge.