

Hilco Industrial, LLC

GWF Power Systems, L.P. Demolition Bid Qualification Package

Introduction/Scope of Work

GWF Power Systems, L.P. ("GWF") has identified your company as a potential supplier to provide demolition services for various GWF facilities located in California. In order to determine your company's experience and capabilities in performing this type of project, GWF requests that each potential supplier present a detailed scope of work and timeline for each Facility. Please address each of the bullet points below within the Scope of Work.

- Compliance with all Federal, State, local, and GWF internal laws, policies, permitting, and safety requirements
- Overall process for demolition of boilers, refractory lining in boilers and fugitive dust/refractory waste containment
- Overall process for removal of below grade materials
- Outline of compliance with all licensing and permitting requirements
- Timeline and milestones
- Outline of performance bond/performance escrow

GWF & Contractor Commitments/Responsibilities Prior to Demolition

- All chemicals will be removed from all sites and vessels cleaned by GWF
- All lube oil will be drained and disposed of by GWF offsite
- The wood from the cooling tower is a treated wood and will require disposal off site. GWF will provide roll-off bins, manifest and dispose of all cooling tower wood waste
- GWF will provide Material Safety Data Sheets for GWF's Synthetic Gypsum and Thermo-Insulation refractory found inside the boilers.
- GWF will supply roll-off bins for the refractory/combustor rubble. GWF will manage the waste profiles, manifesting, trucking and disposal cost fees.
- City of Pittsburg requires two permits for all demolition activities issued prior to the start of demolition;
 - Encroachment Permit – included the Traffic Control Plan and a Storm Water Pollution Prevention Plan which will be provided by GWF. This permit is issued by the Planning Department and requires the demolition contractor be identified. Review time is approximately two weeks prior to over the counter approval.
 - Demolition Permit – Demolition Contractor must have valid business license from the City of Pittsburg. Application must have valid BAAQMD (air district) Authorization # for asbestos study. This permit is an over the counter permit issued upon submittal and will be obtained by GWF.
- Asbestos Survey and BAAQMD Authorization for Demolition
 - Site survey for asbestos containing material has been completed for each facility and it was determined that no site has asbestos materials on site.
 - Application for Authorization will be submitted in January 2013 by GWF – requires specific start date for demolition.
- City of Hanford requires two permits for all demolition activities issued prior to the start of demolition;:
 - Application for Building Permit/Demolition Permit (over the counter)
 - Authority to Construct (Demolition) from SJVAPCD that has an Asbestos Survey completed, GWF to provide.
 - Both permits require the Demolition contractor to be identified. The contractor must have a business license.

Qualification Deadline

Any person or entity wanting to participate in the demolition bid must submit its Qualification Materials (as defined below) on or before **February 14th, 2013 at 4:00 (Eastern Time)** (the “Qualification Deadline”) in writing and e-mail, to:

Hilco industrial, LLC
50 Monroe Ave. NW
Ste 450
Grand Rapids, MI 49503
Attn: Brent Bonham
bbonham@hilcoind.com

Qualification Materials

To become a “Qualified Contractor,” a contractor must submit its “Qualification Materials” by the Qualification Deadline. Qualification Materials must include:

- I.** Completed Contractor Environmental, Health and Safety (EHS) Performance Questionnaire
- II.** Completed GWF Contractor Prequalification Package
- III.** Completed Confidentially agreement
- IV.** Sufficient Good Faith Deposit (as defined below)

Good Faith Deposit

Contractors will be required to submit a good faith deposit of \$50,000 per facility (the “Good Faith Deposit”). The Good Faith Deposits shall be held in a separate non-interest-bearing account until consummation of a transaction involving any other contractor for the same Assets. The Good Faith Deposit will be applied to the negotiated price of the selected contractor. If a contractor fails to consummate the Sale because of a breach or failure to perform on the part of such Selected contractor, GWF will not have any obligation to return the Good Faith Deposit deposited by such contractor, and such Good Faith Deposit shall irrevocably become property of GWF without affecting or reducing any of GWF’s other rights or claims against such party.

Bid Deadline

Qualified Contractors will be required to submit all proposals no later than **February 15th, 2013 at 4:00 (Eastern Time)** (the “Bid Deadline”) in writing and e-mail, to:

Hilco industrial, LLC
50 Monroe Ave. NW
Ste 450
Grand Rapids, MI 49503
Attn: Brent Bonham
bbonham@hilcoind.com

Reservation of Rights

a. Determination of Highest and Best Bid

GWF reserves the right to (i) determine in its discretion which bid is the highest or best bid and (ii) reject at any time prior to signing a demolition contractor agreement, without liability, any offer that GWF in its discretion deems to be (x) inadequate or insufficient, or (y) not in conformity with the requirements of the procedures set forth herein.

The selection of a contractor shall be within the business judgment of GWF. GWF will be deemed to have accepted a bid only when the bid has been memorialized in a definitive demolition contractor agreement and executed by GWF and the selected contractor.

b. Closing with Backup Offeror(s)

If for any reason the entity or entities that submit(s) the highest or otherwise best bid(s) fails to consummate the transaction, or any part thereof, the offeror of the second highest or best bid will automatically be deemed to have submitted the highest or best bid and to the extent such offeror and GWF consent, GWF and such offeror shall effect the sale of the assets, or any part thereof, to such offeror(s) as soon as is commercially reasonable. If such failure to consummate the purchase is the result of a breach by the winning offeror, GWF reserves the right to seek all available damages from the defaulting offeror.

Appendix 1: Contractor Health and Safety Performance Questionnaire

Contractor Environmental, Health and Safety (EHS) Performance Questionnaire

This questionnaire is used to assess the EHS performance of GWF's service providers, contractors, and partners. The form must be filled out prior to commencing work at GWF and returned for review.

GWF Internal use only
Renewal Due __/__/__
Reviewed and Approved By:

Signature

Date

1. Company Details

Company Name _____
Telephone Number _____
Fax Number _____
Street Address _____
City/State/Zip Code _____

**2. Environmental, Health and Safety Contact
(Contractor Safety Representative or person responsible for this function)**

Name _____
Title _____
Telephone Number _____
Fax Number _____
Email address _____

3. What major type of work does your company perform?

4.. What industry type(s) is your company?

5. What is your NCIS (SIC) Code: _____

6. Are any EHS related judgments, claims, or suits pending or outstanding against your company?

Yes No

If yes, please explain:

7. Has the company been cited or prosecuted by any regulatory agency (OSHA, EPA, etc.) in the past 3 years?

Yes No

If yes, what was the result?

8. What is the company's current Workers Compensation Insurance Premium Rate or Experience Modification Rate (EMR): _____

If your EMR is over 1.04, supply GWF with the following:

- A letter of explanation
- 3 years Workman's Compensation History
- 3 years EMR history

9. Has the company reviewed and agreed with the terms of the GWF Contractor Safety Program?

[] Yes [] No

10. The following operation(s) may require pre-approval and documentation of specialized training or certifications. Check each box that is or may be applicable to you work while at GWF.

- Confined Space Entry
- Cutting, Brazing or Welding
- Excavation
- Work on High Voltage Lines
- Scaffolding
- Work on Pressurized Pipes or Vessels
- Operations Generating High Dust Levels (abrasive blasting, indoor power sanding, grinding)
- Radiation
- High Noise Levels
- Hazardous Materials (carcinogens, solvents, acids, corrosives)
- Work Requiring Hazardous Waste and Disposal
- Work Involving Discharges to Storm Drains or Sewers
- Work Requiring the Use Of a Crane, Scissor Lift, or Boom Trucks.
- Work Requiring the Use of a Proposition 65 Listed Material

11. Does your company have a current written Environmental, Health and Safety Policy or an Injury and Illness Prevention Program

- Yes
- No

I certify that I am familiar with all Federal, State and Local environmental, health and safety regulations applicable to this job to be performed at GWF and all personnel will abide by the requirements of GWF's Contractor Safety Program. I further certify that all contractor company personnel that will be on GWF premises have been trained in all regulatory requirements applicable to the work to be performed and are competent to perform the work assigned to them.

Contractor Safety Officer or Project Manager

Signature

Date



POWER SYSTEMS

PRE-QUALIFICATION PACKAGE

Attached is a pre-qualification package for vendors and contractors who may be performing maintenance, construction or some type of service on GWF Power Systems' property. You will be required to submit for approval all the required documents prior to entry onto GWF property.

ENCLOSURES:

- | | | |
|----|---|---------|
| A. | CONTRACTOR/VENDOR /SUPPLIER EVALUATION FORM | 2 PAGES |
| B. | GENERAL TERMS AND CONDITIONS | 3 PAGES |
| C. | INSURANCE REQUIREMENTS | 3 PAGES |

CONTENTS

1. CONTRACTOR SAFETY GUIDELINES (EXHIBIT A)
2. GWF CONTRACTORS LOCKOUT-TAGOUT
3. SAMPLE COMPLIANCE LETTER

For questions or concerns please feel free to contact:

Ms. Julie Nielsen

(925) 431-1421

**CONTRACTOR/VENDOR/SUPPLIER
EVALUATION FORM**

COMPANY NAME _____

ADDRESS _____ TELEPHONE _____

CITY _____ STATE _____ ZIP _____

CONTACT PERSON _____ TITLE _____

TYPE OF BUSINESS: PROPRIETORSHIP ____ PARTNERSHIP ____ CORPORATION ____

SUBSIDIARY OF: _____

PRINCIPAL OFFICERS

NAME _____ TITLE _____

NAME _____ TITLE _____

NAME _____ TITLE _____

PLEASE ATTACH ORGANIZATION CHART

TRADE REFERENCES

COMPANY NAME _____ CONTACT PERSON _____

COMPANY NAME _____ CONTACT PERSON _____

COMPANY NAME _____ CONTACT PERSON _____

FINANCIAL/CREDIT INFORMATION

PLEASE PROVIDE A CURRENT FINANCIAL STATEMENT INCLUDING:

- A. COMPANY HIGHLIGHTS
- B. ANNUAL SALES VOLUME
- C. SUMMARY OF RECENT TRENDS
- D. CURRENT ASSET
- E. ACCOUNTS PAYABLE
- F. HISTORICAL DATA
- G. BANK, INCLUDING CONTACT NAME AND PHONE NUMBER

MANAGEMENT BACKGROUND

PLEASE ATTACH RESUMES OF KEY PERSONNEL. INCLUDE ALL LINE SUPERVISORS THAT MAY BE WORKING ON GWF PROPERTY.

SUPPORT PERSONNEL

NUMBER OF SALES PERSONAL: INSIDE _____ OUTSIDE _____

NAME OF KEY SALES CONTACT: _____

NUMBER OF QUALITY CONTROL PERSONAL: _____

TECHNICAL SUPPORT CONTACT: _____

BUILDING/FACILITIES

PLANT LOCATION: _____

WAREHOUSE LOCATION: _____

SALES OFFICE LOCATION: _____

GWF Power Systems

GENERAL TERMS AND CONDITIONS

1.0 **INSPECTION:** The Owner shall have the right at reasonable times, to inspect the Work. Inspection by Owner or Owner's agents, shall not relieve Contractor of his responsibilities and guarantees for materials, equipment, or faulty workmanship. Furthermore, payment shall not constitute acceptance.

The owner shall have the right to inspect Contractor's equipment, storage container, tool boxes and etc. for Owner's property before Contractor leaves GWF property.

2.0 **SAFETY:** Contractor shall be required to comply with the Safety Guidelines as set forth in "A".

3.0 **WARRANTIES:** Contractor warrants the material, equipment and/or service of any nature furnished hereunder, for a period of one (1) year from date of putting same into initial service.

3.1 To be free from defects in title, material and/or workmanship.

3.2 To be suitable for the purpose intended whether manufactured to Owner's or Contractor design.

3.3 To be new, of merchantable quality, fit and sufficient for the purposes for which they are intended.

No approval of any inspector of Owner, or Owner's agents, shall affect Contractor's obligations under this Contract. Nor shall the use of any material, equipment and/or services furnished under this Contract affect the obligations of Contractor under this Contract.

4.0 **ADVERTISING:** Contractors agrees to the fact that services or other work to be performed for GWF hereunder will not be advertising or publicized or otherwise disclosed, except in the normal course of Contractor's business, without the prior written approval of GWF.

5.0 **NOTICES:** Any notices required to be given pursuant to the provisions of this Contract shall be in writing and mailed to the parties at the addresses set forth in the introductory paragraph hereof.

6.0 **CODES, PERMITS, LAWS AND ORDINANCES:** Contractor shall comply with any required Codes, and shall, at his own expense, furnish all necessary Code stamping, nameplates, or certifications required by said Codes.

Except as otherwise directed by Owner, Contractor shall procure and pay for all necessary permits or licenses which may be required by the nature of the WORK hereunder or by any applicable Federal, State and Local laws, regulations and ordinances.

Contractor shall comply with, all articles furnished and WORK performed hereunder, shall conform to the requirements of all applicable Federal, State and Local laws, codes, ordinances, regulations, etc. This shall include all Federal, State and Local laws and amendments thereto governing Social Security, Unemployment Insurance, Old Age Pension and Workmen's Compensation and all other laws and amendments thereto which otherwise might impose a charge or liability on Owner.

Contractor obligates itself to reimburse Owner on demand, for all sums Owner may be required to pay under such laws in the event of Contractor's failure to comply with the requirements of this Article.

7.0 **TAXES, DUTIES AND FEES:** Except to the extent expressly provided otherwise in this Contract, the Contractor price included and Contractor shall pay taxes, duties, and fees when due. The compensation set forth in Article 1.0 of SECTION II shall be inclusive of, all local, municipal, state and federal sales and use taxes, excise taxes, taxes on personal property owned by Contractor, duties and all other governmental fees and taxes or charges of whatever nature applicable to the performance of the WORK and this Contract.

8.0 **SUSPENSION, TERMINATION, CANCELLATION:** This Contract may be terminated by Owner only upon 24 hours prior written notification. This Agreement may be extended beyond the initial term, or any extension term, only by a written agreement of both parties prior to the expiration of the initial term of any extension. Owner may terminate this Contract at any time and except where termination is due to Contractor's default Owner shall pay Contractor for that portion of the Contract Price corresponding to the work completed to the Owner's satisfaction, together with costs necessarily incurred by the Contractor in terminating the remaining portion of the work. In no event shall Owner pay Contractor amounts aggregating in excess of the Contract Price. Upon receipt of Cancellation from Owner, Contractor shall make all efforts to minimize the cancellation cost.

9.0 **INSURANCE:** During the term of this Contract, Contractor shall procure and maintain the following minimum insurance with companies acceptable to Owner. The Contractor's insurance is incorporated herein and made a part of this agreement.

<u>Type of Coverage</u>	<u>Amount</u>
A. Workman's Comp Including Employee's Liability	Statutory \$500,000
B. Comprehensive General Liability including Contractor's protective liability, complete operations and contractual liability coverage.	\$1,000,000 combined single limit for bodily injury and property damage \$2,000,000 aggregate
C. Comprehensive Automobile Liability including hired and non-owned Automobile Coverage.	\$1,000,000 per accident for bodily injury and property damage
D. Should Contractor sublet any of the Work to third party, Contractor shall require such subcontractor to furnish the same insurance and indemnity as required of the Contractor hereunder.	
E. Prior to the start of work, the Contractor and all subcontractors shall furnish Owner with a Certificate of Insurance evidencing the above coverage. All policies shall be endorsed to provide Owner with thirty (30) days written notice of material change, cancellation or non-renewal of coverage. All Certificate of Insurance shall be sent to the address shown in the introductory paragraph of this contract.	
F. All insurance policies required of the Contractor under the terms of this Agreement shall:	
A. Include an endorsement adding Owner as Additional Insured. Include an endorsement adding as additional insured, owner's, partners and affiliates as listed in Exhibit "C"	
B. Contain provisions that underwriters will have no rights of recovery against Owner, affiliated companies, agents, directors, officers, employees, servants, or insurers of said parties, it being the intention of the parties that the insurance so effected shall protect all such parties and be primarily liable for any and all losses covered by the described insurance.	

10.0 **INDEMNIFICATION:** From the date of the start of the work and to the full extent permitted by law, Contractor agrees to defend, indemnify and save harmless Owner, and their agents, servants and employees, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the negligent performance of the Work by Contractor, its subcontractor, or their agents, servants, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Contractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Contractor's obligation hereunder shall not be limited by the provisions of any worker's compensation or similar act.

11.0 **INDEPENDENT CONTRACTOR:** In full consideration of this Contract and all Contractor's dealings with Owner, Contractor and Subcontractor's employees and/or agents shall not be construed to be agents, representatives or employees of

Owner, the Contractor shall be an independent Contractor, having sole responsibility for control and for details and methods of Contract WORK performance, provided that the Contractor is in compliance with the terms and conditions of this Contract.

12.0 **ASSIGNMENTS:** Contractor shall not assign this Contract wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of Owner. Any assignment of this Contract in violation of the foregoing shall be, at the option of Owner, void. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

13.0 **FORCE MAJEURE:** If Contractor, or other Contractors are delayed in performing any of their respective obligation and such delay is caused by Acts of God, war, riots, civil insurrection, acts of public enemy, strikes, lockouts, accidents, acts of civil or military authority, fires, floods, earthquakes or windstorms, beyond the reasonable control of the party delayed, such delay shall be excused and the completion date shall be extended for the period of such delay, unless the completion date, schedule or time period of performance is expressly guaranteed. If any such delay due to the foregoing causes or events occurs or is anticipated, the party delayed or anticipating delay shall promptly notify the other party of such delay or expected delay and the cause and estimated duration of such delay.

If a delay is due to the foregoing causes or events, whether such delay is excused or not, the party delayed shall exercise due diligence to mitigate the delay and keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay. Contractor shall not in any event be entitled to additional or extra compensation by reason of Contractor having been delayed in performance of its obligations due to the foregoing causes or events whether such delay was excused or not.

14.0 **CONSEQUENTIAL DAMAGES:** Neither party shall be liable for any indirect, special or consequential damages, including loss or use or profit.

15.0 **LIENS AND CLAIMS:** Contractor does hereby indemnify and save harmless Owner, from all liens, claims, demands, causes of action or suits whatsoever nature arising out of the services, labor, equipment and materials furnished by Contractor, or his subcontractors, under this Contract, or costs and charges arising out of or in connection with any act or representation of Contractor, his agents or employees.

Contractor shall immediately pay and discharge, or shall provide security sufficient and satisfactory in itself to pay and discharge, any obligation or alleged obligation he or any of his subcontractors may have, in aid of the enforcement of which a lien or right of any kind is established, or is attempted to be established, upon or against the work or the real property upon which the work is situated.

Owner may as a condition precedent to any payment hereunder, require Contractor to submit complete waivers and releases of any and all claims of any person, firm, or corporation. Such releases shall be submitted covering all such claims as a condition precedent to final payment.

16.0 **INVOICING AND PAYMENTS:** Except to the extent expressly stated otherwise elsewhere in this Contract, the Contract Price will be payable at completion of all work and payment will be payable within 30 days from receipt of invoice.

Contractor shall submit invoice marked with Contract Number to GWF as Follows:

GWF POWER SYSTEMS L.P.
4300 Railroad Avenue
Pittsburg, California 94565-6006
Attention: Accounts Payable

GWF Power Systems Company Insurance Certificate Request

To: Fax: Tel:	Date: 12/18/2012 Contractor Class: A B C
--	--

	Type of Work: _____
--	----------------------------

Previous Insurance Certificate? Yes No **Expiration Date:** _____

Reference GWF SA or Contract No. _____

Prior to the start of work at any GWF facility or performance of work at another work site while under contract to GWF Contractors are required to furnish GWF with a properly endorsed Insurance Certificate evidencing coverage. A fax is to be sent immediately with the original to follow by mail **using address BELOW.**

In accordance with our policy we have evaluated the risk factors associated with the work to be performed by your company and have determined that the following insurance coverage is required:

<u>Type of Coverage</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1. Workmens Comp including Employee's Liability	Statutory \$500,000	Statutory \$500,000
2. Comprehensive General Liability including Contractor's protective Liability, and property damage Complete Operations and Contractual Liability Coverage	\$1,000,000 combined single limit For bodily injury For bodily injury \$2,000,000 aggregate (List Deductibles on COI)	\$_____ combined single limit and property damage \$_____ aggregate (List Deductibles on COI)
3. Commercial Automobile Liability including Hired & non-owned Automobile Coverage	\$1,000,000 per accident for bodily injury and property damage (List Deductibles on COI)	\$_____ per accident for bodily injury and property damage (List Deductibles on COI)

In addition to the above the insurance certificate shall also include the following provisions:

An endorsement adding the following as additional insured:

- GWF Power Systems Co. Inc. GWF Power Systems, L.P. Hanford L.P. GWF Energy LLC

An endorsement adding the following GWF's Owners, Partners, and Affiliates as listed in Exhibit "C" and the Sample Certificate as additional insured:

- Bay Area; Hanford; GWF Energy LLC

A waiver of Subrogation in favor of:

- Bay Area; Hanford; GWF's Owners, Partners, and Affiliates as listed in Exhibit "C"

All insurance carriers shall have an A.M. Best Rating of "A-" or better.

All policies shall be endorsed to provide GWF with thirty (60) days written notice of change, cancellation or non-renewal of coverage.

If you have questions or require additional information please contact the undersigned at the number listed below:

By: _____ **Telephone:** _____ **Fax:** _____ **(925) 431-0517**

EXHIBIT "C" CONTINUED

(Bay Area)

Owner's, Partners and Affiliates

1. **GWF Bay Area, Inc.**
4300 Railroad Avenue
Pittsburg, CA 94565-6006
2. **Harbert Bay Area, Inc.**
One Riverchase Prkwy So.
Birmingham, AL 35244
3. **PSEG Bay Area, Inc.**
1200 E. Ridgewood
Ridgewood, NJ 07450
4. **Harbert GWF, Inc.**
One Riverchase Prkwy So.
Birmingham, AL 35244
5. **PSEG GLOBAL USA, Inc.**
1200 E. Ridgewood
Ridgewood, NJ 07450

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER
 INSURANCE CARRIER NAME
 ADDRESS
 CITY, STATE, ZIP
 PHONE# FAX#

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED
 COMPANY NAME
 COMPANY ADDRESS
 CITY, STATE, ZIP
 PHONE# FAX#

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT.				EACH OCCURRENCE \$ 1,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input checked="" type="checkbox"/> ANY AUTO				MEDICAL EXPENSE (Any one person) \$ 5,000
	<input type="checkbox"/> ALL OWNED AUTOS				COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY				
<input checked="" type="checkbox"/>	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input checked="" type="checkbox"/> STATUTORY LIMITS
					EACH ACCIDENT \$ 500,000
					DISEASE-POLICY LIMIT \$ 500,000
					DISEASE-EACH EMPLOYEE \$ 500,000
					EACH OCCURRENCE \$
<input type="checkbox"/>	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
<input type="checkbox"/>	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 GWF POWER SYSTEMS COMPANY, INC., AND GWF POWER SYSTEMS, LP AS WELL AS ITS OWNERS, PARTNERS, AND AFFILIATES: GWF BAY AREA, INC., HARBERT BAY AREA, INC., PSEG BAY AREA, INC., HARBERT GWF, INC., PSEG GLOBAL USA, INC. ARE TO BE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER
 GWF POWER SYSTEMS COMPANY, INC.
 GWF POWER SYSTEMS, LP
 4300 RAILROAD AVENUE
 PITTSBURG, CA 94565

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Exhibit A

Contractor Safety Guidelines

Purpose:

The purpose of these guidelines is to provide safety information to the contractor and its subcontractors. It informs contractors of GWF's procedural methods designed to create a safe workplace for both the contractor's and GWF employees. Contractors are required to adhere to these guidelines when working on or visiting GWF facilities.

Scope

These guidelines apply to all GWF contractors, their subcontractors, agents, invitees and vendors.

Other Document Incorporation

GWF's Safety Procedures Manual is hereby incorporated into these guidelines by reference. It may be examined at any GWF facility. Upon request, GWF will furnish any applicable sections to the contractor or its subcontractors.

Admission Into and Conduct at GWF Facilities

Contractor shall:

1. Report to the plant control room for work instructions and briefings.
2. Furnish GWF's Control Room Operator with a list of all its employees entering the facility. The list shall also contain names of its subcontractor employees. Such list shall be provided at the beginning of each work shift
3. Commence no work and allow none of its employees to enter any operating unit without permission from GWF's Control Room Operator.
4. Operate no GWF valves, vehicles, equipment or tools.
5. Coordinate material and equipment deliveries and removal with GWF's Control Room Operator.
6. Furnish GWF's Control Room Operator with an MSDS for chemicals and hazardous materials brought into the facility.
7. Take no photographs of GWF operating units without permission from GWF's Operations Manager.
8. Maintain good housekeeping in its work area.
9. Follow all GWF, Cal/OSHA, and other applicable rules and regulations.

Emergencies

Contractor shall:

1. Provide GWF's Control Room Operator with phone numbers and addresses of its emergency care providers, i.e. Doctor, clinic, hospital, or other emergency care facility.
2. Furnish an accident report involving any of its employees to GWF's Control Room Operator upon completion of the accident investigation.

Equipment, Materials, Tools and Personal Protective Equipment Loans

GWF shall:

1. Loan no equipment, materials, tools, vehicles, safety devices, or personal protective equipment.

Contractor shall:

1. Not Operate or otherwise utilize any GWF vehicles, equipment or tools.
2. Determine and have available for use, all necessary personal protective equipment and safety devices before entering GWF's plants.

Special or Extraordinary Circumstances, Conditions or Actions

Contractor shall:

1. Immediately notify GWF's Control Room Operator of any unforeseen or extraordinary circumstance, condition or action that affects or could affect the safety and security of individuals on GWF property, neighboring property or the public at large.
2. Immediately notify GWF's Control Room Operator if an unforeseen change in contractors work plans could materially affect the safety of any individuals involved, or could affect the integrity or operation of GWF's equipment.

Attachments

1. *GWF Lockout-Tagout Procedure*: This procedure is attached as an example of one of GWF's procedures critical to worker safety.

The Contractor is responsible for ensuring its employees follow GWF safety procedures. Upon request GWF will furnish any applicable sections of its Safety Procedures Manual to the contractor or its subcontractors. It may also be examined at any GWF facility. See *Other Document Incorporation* section above.

CONTRACTOR'S HEALTH AND SAFETY DOCUMENTATION REQUIREMENTS

- A. Contractor's written injury and illness prevention plan as required by and to show compliance with 8CCR3203.
- B. Contractors who wish to bid on work in which respiratory protection may be required shall submit:
 - 1. Contractor's written respiratory protection program as required by and to show compliance with 8CCR5144
 - 2. Certification by the contractor that those of its employees who may use respiratory protection within GWF's facilities have been trained in the selection, use care, inspection, maintenance, cleaning, sanitizing and storage of respiratory equipment.
 - 3. Certification by the contractor that those of its employees who may use respiratory protection within GWF's facilities have been determined to be physically able to perform the work while using the required respiratory equipment. Such determination shall have been made by a licensed physician within the last twelve (12) months of the date which the employee shall perform the work.
 - 4. Certification by the contractor that those of its employees who may use respiratory protection within GWF's facilities have passed a respiratory fit test within the last twelve (12) months of the date in which the employees shall perform the work.
- C. Contractor's certification on contractor's letterhead that employees who will operate special equipment in and upon GWF's facilities have received training in the safe use and operation of such equipment. Such training shall have been in accordance with all applicable laws, regulations, rules and standards. Training in the use and operation of vehicles such as industrial trucks, forklifts, hoists, manlifts, boom trucks and cranes shall be in accordance with Title 8, California Code of Regulations. In the absence of any applicable regulation or standard, training shall have been accomplished using best available training methods taking into account the ultimate safety of contractor's employees.
- D. Contractor's accident investigation procedure as required by and to show compliance with 8CCR5189.
- E. Name, location and phone number of the emergency medical facility contractor will designate while performing work for GWF.
- F. Contractor's workers comp experience modification factor, submitted on contractor's letterhead and signed by its "Responsible Managing Owner" or its "Responsible Managing Employee" or other Responsible Managing Executive.
- G. Contractors who wish to bid on work to be accomplished within a confined space shall submit certification by the contractor that those of its employees who will be assigned to work in a confined space or those who will be assigned as a confined space attendant have:
 - 1. Successfully completed a course designed to comply with confined space entry and operations regulations, 8CCR 5156, 5157, 5158, AND 5159.
 - 2. Demonstrated by testing, practical application or other equally effective means, knowledge sufficient to carry out safe confined space entry and operations.
- H. Contractor shall furnish documentation listed above for any and all of its subcontractors.

GWF/CONTRACTORS LOCKOUT – TAGOUT

OUTSIDE SERVICE OR CONTRACT PERSONNEL

Outside personnel or contractors involved in on-site servicing, maintenance, cleaning, repairing, adjusting, or internally inspecting equipment or machinery that requires lockout-tagout must follow these procedures. Contractor's employees must be trained, certified and authorized as outlined herein. Contractor's employees shall coordinate their activities under this procedure with GWF's lockout/tagout controller (usually the control room operator).

In unique situations such as construction of new units where each new unit is not an integral part of an existing process unit, and is separated by physical boundaries, GWF may adopt the construction contractor's lockout/tagout procedure. Such adoption shall take place only where an analysis of both GWF and the contractor's procedures show the contractor's procedure to be more feasible. Determining feasibility must take into account the nature, extent, safety, training and practice relating to both procedures and the interfacing of both units. GWF's management shall be the determining authority as to which procedure governs new construction. Use of the contractor's procedure shall be considered "ad hoc" and used for purposes of that particular new construction only. Before approving those procedures, GWF and all contractors involved shall audit the proposed adoption. The audit must show the adopted procedure provides a worker protection level equal to that of GWF's internal lockout-tagout procedure and that required by Cal/OSHA regulations. Upon plant turnover to GWF from the construction contractor, GWF's lockout-tagout procedures shall apply. If the plant is turned over on a system-by-system basis, GWF's procedure shall apply to each particular system as it is turned over. GWF personnel shall not administer any contractor's lockout-tagout practices, procedures or devices.

HOW CONTRACTORS WORK UNDER LOCKOUT-TAGOUT

CONTRACTOR'S LEAD PERSON SHALL:

1. Inform the GWF Control Room Operator of:
 - Intention to begin work,
 - Exact scope of work,
 - Number of workers involved,
 - Estimated time of completion.

2. Hold a job briefing with GWF Control Room Operator and all job workers to include:
 - Communication among workers,
 - Hazards associated with the job,
 - Work procedures involved,
 - Special precautions,
 - Energy source controls,
 - Personal protective equipment requirements.
 - Exact scope of the job.
 - Expected start and stop times of the job.

3. Contractors may install locks and tags as required for the job.

NOTE

- **UNDER SD MASTER TAGS, WHERE SYSTEMS ARE COMPLEX AND THE PLANT IS SHUT DOWN FOR MAINTENANCE AND REPAIRS, CONTRACTORS MAY WORK UNDER GWF LOCKS AND TAGS.**
- **DURING NON-OUTAGE WORK, CONTRACTORS SHALL LOCK AND TAG OUT EQUIPMENT WITH LOCKS DEDICATED TO THAT PARTICULAR JOB.**
- **IF THE CONTRACTOR WORKS UNDER A GWF LEAD PERSON, THE CONTRACTOR MAY WORK UNDER THE LEAD PERSON'S LOCKS AND TAGS.**

4. Offer all job workers an opportunity to:
 - Examine locked and tagged out energy control points
 - Verify de-energization and zero energy state
5. Update and sign the job master tag.
6. Maintain and provide GWF's Control Room Operator with a current worker roster.
7. Perform the job safely and follow Cal/OSHA, GWF and Contractor's rules.
8. Coordinate job activities under this section with GWF's Control Room Operator.
9. When the Contractor's work is complete, or the job is stopped until a future date, the lead person shall:
 - Remove all workers and tools from the job area,
 - Inform the GWF Control Room Operator of job completion or job stoppage,
 - Remove locks and tags as necessary,
 - Update and sign off the master tag.
 - Inform the GWF Control Room Operator when stopped job work will be resumed and completed.
10. If the lead person must leave the plant before job completion and the job continues under his replacement, he shall:
 - Inform the GWF Control Room Operator,
 - Update and sign off the master tag,
 - Have his replacement update and sign the master tag.

NOTE

GWF REQUIRES ONLY THE CONTRACTOR LEAD PERSON TO INSTALL LOCKS AND TAGS AND TO SIGN THE MASTER TAG UNDER THIS SECTION. NOTHING IN THIS PROCEDURE, HOWEVER, SHALL BE CONSTRUED TO PREVENT OR DISCOURAGE INDIVIDUAL WORKERS FROM INSTALLING THEIR OWN LOCKS AND TAGS IF THEY SO DESIRE. INDIVIDUAL WORKERS INSTALLING THEIR OWN LOCKS AND TAGS SHALL FOLLOW ALL RULES OF THIS PROCEDURE.

SAMPLE COMPLIANCE LETTER

XYZ CONTRACTING COMPANY
LETTERHEAD
ANYWHERE ADDRESS

GWF Power Systems
4300 Railroad Ave.
Pittsburg, CA 94565

Attn: Mr. Hosfelt:

Enclosed herewith and listed below is our documentation and certification in response to your request to show health and safety compliance with OSHA regulations.

- A. Written Injury and Illness Prevention Plan.
- B. Written Respiratory Protection Program.
- C. Accident Investigation Procedure.
- D. Confined Space Entry and Operations Program.
- E. Specialized Training Program. For example, we have trained our employees in First Aid, Forklift, Boom Truck, Manlift, and Portable Tool operations.
- F. We use ABC Medical, 123 Any Street, Anywhere, CA ZIP CODE, Phone (XXX) XXX-XXXX as our emergency medical facility.
- G. XYZ Contracting Company's latest Workers' Comp Experience Modification Factor is 0.70 calculated as of (Month, Day, Year).

Sincerely,
John Doe
Responsible Managing Owner, or
Responsible Managing Employee