

Exhibit C

(Incorporated into Construction Purchase Order Terms and Conditions)

HAZARDOUS MATERIALS

“Hazardous Materials” means any pollutant, hazardous or toxic substance, waste or material, including, but not limited to, oil products, mold, asbestos, asbestos-containing materials, lead, lead-containing materials, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid-containing polychlorinated biphenyls, flammable explosives, radioactive materials or any other material or substance designated or regulated as hazardous or as a toxic substance or waste, pollutant or contaminant under Applicable Laws.

1.1. Contractor shall comply and shall cause all of its Subcontractors to comply with all Applicable Laws relating to hazard communication and the use of Hazardous Materials.

1.2. Hazardous Materials may not be used without prior notice to and coordination with Owner’s Office of Environmental Health & Safety (“EH&S”). Contractor shall notify Owner and EH&S if any of the products or materials specified in the Contract Documents or proposed by Contractor or its Subcontractors or material suppliers contain or are reasonably believed to contain Hazardous Materials in any form, so that Owner can determine whether such materials may be used in the Work.

1.3. Contractor shall take all precautions for storage and adequate ventilation when using Hazardous Materials necessary to protect students, faculty, staff, patients, campus visitors and property from exposure to Hazardous Materials. Contractor shall provide adequate protection for persons working on the Project and using the Hazardous Materials. Contractor shall be responsible for any Hazardous Materials brought to the Site by Contractor, Subcontractors, suppliers or anyone else for whom Contractor is responsible.

1.4. Before working in areas containing Owner’s chemicals or Hazardous Materials or in ducts that exhaust hazardous chemicals Contractor shall contact EH&S to obtain information regarding the hazards of the chemicals.

1.5. Hazardous Materials shall not be disposed of in Owner’s dumpsters or receptacles. Contractors shall dispose of all Hazardous Materials in accordance with all Applicable Laws and Owner’s Safety Guidelines for Contractors relating to disposal of Hazardous Materials. Prior to disposal of Hazardous Materials, Contractor shall contact Owner who shall work with EH&S to select a certified hazardous waste disposal/remediation company. All Hazardous Materials removed from Owner’s premises shall be properly labeled, manifested and transported by licensed hazardous waste transporters in accordance with all Applicable Laws.

1.6. Notwithstanding anything herein to the contrary, asbestos, asbestos containing products or polychlorinated biphenyl (PCB) shall not be allowed on the Site nor be used in the Work.

1.7. Asbestos Notice. Asbestos containing materials (“ACM”) were commonly used in buildings constructed in the United States prior to 1990, including buildings located at Owner’s various campuses. The most common types of ACM include thermal system insulation such as pipe and boiler insulation, sprayed or troweled on surfacing materials, fire proofing, transit panels and floor tiles.

Owner maintains information relative to the known locations of ACM in its buildings and will make such information available to the Contractor relative to the proposed Work. If you require additional information relative to the location of ACM in a particular building or work area, contact Owner.

Contractor shall avoid contact with known ACM or material that Contractor suspects contains ACM. To the extent it is necessary to disturb known or suspected ACM, Contractor shall notify Owner before proceeding. In each and

every instance, Contractor shall take all necessary precautions to protect human health and comply with all Federal, state or local laws applicable to asbestos and asbestos containing material.

1.8. If a Hazardous Material is suspected or encountered but not introduced to or created on the Site by Contractor, Contractor shall, upon recognizing the condition, immediately report the condition to Owner in writing. Contractor shall stop the Work only in areas where the Work cannot progress safely while utilizing reasonable precautions. Owner shall be responsible to verify the presence or absence of such material or substance reported by Contractor and, if present, to verify when the material or substance has been rendered harmless.

1.9. Contractor shall take all steps necessary to minimize or prevent particulate matter emissions from going beyond the limits of the Work.