

Heavy Hauling and Related Services Exhibit

The following definitions are added to DEFINITIONS of the Edison Terms and Conditions:

Bill of Lading: Document referenced in this Exhibit that is either issued or approved by Edison to serve as a receipt for the goods to be transported, as documentary evidence of the party entitled to delivery and setting forth the requirements of the shipment including; the kind and quantity of goods, the shipper, the consignee, ports of loading and discharge, and the carrying vessel. In the event of conflicting provisions, the order of priority shall be the Agreement, this Exhibit, and other referenced documents such as the Bill of Lading. In no event shall any terms and conditions referenced in the Bill of Lading be incorporated in or take precedence over the terms of the Agreement.

Haul Route: The route to be used by Contractor for transporting the Material from the place of origin, or pick up, to the point of delivery. Both the point of origin and the point of delivery are identified in the Agreement and Bill of Lading.

Rigging: The ropes, lines, chains, cables, cribbing, timber and other material used by the Contractor to secure the Material from damage during moving, loading, lifting, hauling, and unloading of the Material.

Section 2.4, Expenses, is hereby deleted from the Terms and Conditions for Services and Related Materials and replaced in its entirety with the following:

2.4 **Expenses.** Contractor shall only request reimbursement of expenses in the same amount as Contractor's actual, reasonable cost without overhead or a mark-up. Upon Edison's request, Contractor shall deliver to the Edison Representative copies of receipts for reimbursable expenses. Contractor shall promptly review any third party invoices and provide the Edison Representative with copies of the original invoice together with a statement identifying which charges are proper and valid and may be properly reimbursed by Edison. Contractor shall use commercially reasonable efforts to minimize the amount of reimbursable expenses. Only the following costs are eligible for reimbursement, subject to the provisions of this Section: (1) Material costs from Contractor and its Subcontractors and amounts for subcontracted Services and Deliverables shall be reimbursed as invoiced to Contractor plus a five (5%) markup unless otherwise stated in the Agreement. (2) Expenses for out-of-town travel shall be reimbursed only if authorized in advance by the Edison Representative, and shall be reimbursed at necessary, actual, and reasonable cost. Air travel shall be charged at actual, reasonable rates, not to exceed economy or coach fare, whichever is reasonably available. Automobile travel from Contractor's office to the Jobsite or to Edison's general offices shall be paid at the fixed mileage rate at the same rate as that for Edison employees. (3) Except as provided above, or as may be otherwise provided in the Agreement or agreed to in writing by the Edison Representative, Edison will not reimburse any other incidental expenses that Contractor incurs in providing the Services or Deliverables (including travel and lodging, documentation, document reproduction, shipping and long-distance telephone).

Add the following provisions to Section 3, PERFORMANCE OF THE SERVICES to the Terms and Conditions for Services and Related Materials:

3.13 Labor.

(A) Contractor shall require its and Subcontractor's employees to comply with the Edison-furnished work rules at the place of the haul origination and the destination. Upon request, Contractor shall submit its and Subcontractor's labor agreements to Edison for review.

(B) Contractor shall promptly notify Edison of any existing or anticipated labor dispute which may affect the Service. In such event, Contractor shall institute appropriate actions as required by the labor agreement and shall exercise all remedies to which it is entitled under federal and state law.

(C) Neither Contractor nor Subcontractors shall disassemble or rework any Edison-furnished prefabricated equipment unless directed by an FCO or Change Order.

3.14 Route Inspection and Rigging Verification.

(A) Within twenty-four (24) hours prior to the commencement of the haul, the Contractor shall inspect the planned route. Such inspection shall be for the purpose of verifying that the planned haul route for the performance of the Service is still available for the haul. Once the planned haul route has been inspected and prior to the start of the haul, Contractor shall certify, in writing, that the route has been surveyed within twenty-four (24) hours of the start of the haul, and that all of the required permits are current. Contractor shall include in its report any

special precautions that may need to be taken as a result of any observed routing conditions, weather, or other conditions which may affect transportation of the Material.

(B) Prior to the commencement of the haul, Contractor shall verify that the planned rigging is sufficient to protect the load from damage during performance of the Service.

(C) If at any time during Contractor's performance of the Service, Edison's Representative observes that the routing, hauling equipment, or load conditions are not as specified in the Contractor's reports or permits, the Edison Representative may, at Contractor's sole expense, stop the Service. Service shall resume after consultation and mutual agreement between the appropriate management levels of Edison and Contractor.

3.15 Inspection.

Inspections of the Material and Rigging shall be performed by Edison prior to the haul and after Contractor has completed the haul and released the Material to Edison.

Add the following provision to Section 10, INSURANCE of the Terms and Conditions:

9.1 Required Insurance.

(F) Motor Truck Cargo Liability Coverage. Contractor and assigned sub-contractor, if any, shall purchase at their own expense, or have in place, Motor Truck Cargo Liability Coverage in an amount not less than \$500,000. **[The limit of coverage may be adjusted by the Procurement Agent as needed, depending on the type and value of shipment]**

The following Section is added as a new Section 18, TITLE AND RISK OF LOSS to the Terms and Conditions for Services and Related Materials:

18.1 Title and Risk of Loss. Edison shall at all times retain title to the Material.

18.2 Risk of Loss. Risk of loss or damage to the Material shall pass to Contractor when Contractor has taken care, custody and control of the Material. Risk of loss or damage to the Material shall return to Edison upon Acceptance of the Service.