

## MAJOR SERVICES PROCUREMENT EXHIBIT

This document modifies the Terms and Conditions for Services and Related Materials as follows:

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

Construction Representative (Engineer): Either an employee of Edison or of another Edison contractor (as stated in the Statement of Work or the Purchase Order), who is authorized to act on behalf of the Edison Representative at the Jobsite to coordinate, expedite, inspect and approve the Services and Deliverables and other duties as stated herein.

Contractor Representative: The Contractor employee who is authorized to act on behalf of Contractor for the purposes of the Agreement, or such employee's designated representative.

Final Acceptance: Acceptance by Edison of all Services and Deliverables under a Purchase Order in accordance with Section 4 of the Terms and Conditions for Services and Related Materials.

Final Completion List: A list of all Services and Deliverables remaining to be completed.

Services Completion Date: The date in the Purchase Order or Services Schedule by which the Services shall have reached Substantial Completion.

Substantial Completion: Completion of the Services, or a portion of the Services, as long as all of the following minimum requirements are met: (a) completion of all Specification requirements except for items on the Final Completion List; and (b) Edison may occupy the Jobsite and other facilities upon which the Services are being performed; and (c) the Jobsite and those facilities are capable of being operated safely, reliably, normally and continuously in accordance with the requirements of all Applicable Laws, Permits, and the Statement of Work.

The following provisions are added to Section 2, COMMERCIAL TERMS of the Terms and Conditions for Services and Related Materials:

### 2.10 Equipment.

Labor for operation and maintenance shall be charged as manual labor or equivalent rates as set forth in the Purchase Order. Transportation to and from the Jobsite shall be charged at actual cost.

(A) Third Party Rentals. The rates for rental/lease of equipment from third parties (excluding small tools and personal supplies) either with an operator or not, as stated in the Purchase Order, shall include insurance, all taxes and certifications, overhead and repair costs, plus a percentage markup as stated in the applicable Purchase Order (or 10% if not so stated). Except as otherwise set forth in the applicable Purchase Order, fuel, parts and supplies for rentals shall be charged as Material.

(B) Contractor-Owned Equipment. The rates stated in the applicable Purchase Order for Contractor-owned equipment shall include all costs associated with the equipment subject to the following conditions.

(1) Charges shall (a) begin when equipment is received at Jobsite, or Services are initiated, whichever occurs later; (b) end when equipment leaves the Jobsite, or Services achieve Substantial Completion, whichever occurs earlier; (c) not include time which equipment is unusable due to unsafe condition of the equipment or when the equipment is inoperable; and (d) not include time when the equipment is not used due to a Force Majeure Event.

(2) Rates shall exclude labor for operation and maintenance but shall include (a) fuel, parts and supplies for operation and maintenance, (b) all taxes and insurance, (c) all required certifications and inspections, and (d) multi-shift use.

(3) When the equipment is on standby as determined by the Edison Representative (i.e., when the Edison Representative has determined that the Contractor has completed its current requirements and the equipment is being held at the Jobsite for future Services or during a suspension), the rates shall be reduced to fifty percent (50%) of the rate otherwise provided in the applicable Purchase Order; however, the cumulative amount of such charges shall not exceed the on-off charges.

(4) The lowest combination of monthly, weekly, and daily rates shall apply.

(5) For Contractor-owned equipment not listed in the applicable Purchase Order, the allowable rates shall be seventy-five percent (75%) of the rates stated in the Dataquest Rental Rate Blue Book ("Blue Book") current at the time of rental. Operator, fuel and maintenance charges shall be as stated in Section 2.10(A) of

this Exhibit for third party rentals, or seventy-five percent (75%) of the maintenance rates stated in the Blue Book, as agreed to by the Construction Representative.

#### 2.11 Jobsite Mobilization and Demobilization.

The total fixed price stated in the applicable Purchase Order for mobilization/demobilization shall include all costs (including labor at the Jobsite) associated with: (A) moving on and setting up for use on the Jobsite all equipment, facilities, tools, supplies and other items Contractor requires for performing the Jobsite Services; and (B) removing such items from the Jobsite.

**The following subsection 3.6 replaces subsection 3.6 in Section 3, PERFORMANCE OF THE SERVICES to the Terms and Conditions for Services and Related Materials:**

#### 3.6 Process for Changes to the Services.

(A) Either Edison or Contractor at any time may initiate a request for a change in the Services, Deliverables or Services Schedule by advising the other Party of the requested change in writing. These changes may be made with a Change Order, FCO, CWA, as directed by the Edison Representative or the Procurement Agent. If Contractor believes that an Edison-requested change or an Edison-caused delay will increase or decrease its cost of performing the Services or providing the Deliverables, lengthen or shorten the time needed for completion of the Services or providing the Deliverables, or require a modification of any other provision of the Agreement, it shall give the Edison Representative notice of its intent to submit a claim for an adjustment to the Pricing or Services Schedule within two (2) working days after it becomes aware of the event which gives rise to the claim, and prior to performance of the Services or provision of the Deliverables related to the claim. Contractor shall submit its documented and substantiated claim for cost or schedule adjustments as soon as practicable after giving such notice but no later than ten (10) working days after giving this notice unless an extended period of time for submitting this documented and substantiated claim is agreed to in writing by the Edison Representative. The parties shall negotiate in good faith an equitable settlement of the claim, and any adjustments to the Authorized Amount or Services Schedule shall be set forth in a Change Order.

(B) Despite anything to the contrary contained in the Agreement, if Contractor makes a claim pursuant to this Section 3.6(A) of these Terms and Conditions due to an Edison-caused delay, and if Edison authorizes an extension of the Services Completion Date due to that delay, then Edison shall compensate Contractor for the additional overhead costs without mark up or fee for the number of days that the Services Completion Date has been extended. These additional overhead costs shall be the projected out-of-pocket costs as agreed to by the Edison Representative for only the items listed below, and only for the number of days between the original and revised Services Completion Dates. No other Jobsite or home office overhead or general and administrative expense shall be allowed.

(1) The estimated costs of Jobsite non-manual labor including Contractor's construction superintendent, field engineer, office manager and clerks, provided such costs are not charged direct, and consisting of straight time wages, benefits, payroll taxes and travel and subsistence expense as applicable;

(2) Estimated costs of rental of third party construction and related equipment in accordance with Section 2.11(A) of these Terms and Conditions.

(3) Estimated miscellaneous costs for operation of the Jobsite office such as trailer and office equipment rental, utilities, and supplies.

(C) FAILURE OF CONTRACTOR TO GIVE NOTICE OF INTENT TO SUBMIT A CLAIM, OR FAILURE TO SUBMIT THE DOCUMENTED CLAIM WITHIN THE TIME LIMITS SET FORTH IN SECTION 3.6(A) OF THESE TERMS AND CONDITIONS, SHALL RESULT IN A WAIVER OF ANY CLAIM FOR ADDITIONAL COMPENSATION OR DAMAGES OF ANY KIND OR FOR AN ADJUSTMENT TO THE SERVICES SCHEDULE.

(D) All CWAs shall be approved by a duly authorized representative of Contractor and the Edison Representative prior to the start of the Service authorized in the CWA.

(E) Contractor shall not proceed with or be reimbursed for any Services performed or Deliverables provided under a CWA which exceeds the Authorized Amount of the CWA, or extends beyond the Services Schedule set forth in the CWA. Whenever it becomes apparent that the estimated cost or time to perform the Service or provide the Deliverables will exceed the CWA's Authorized Amount or Services Schedule, Contractor shall promptly give notice to the Edison Representative for authorization to proceed.

(F) Any changes to a CWA shall comply with Section 3.6 of these Terms and Conditions.

(G) The CWA may not change the total Authorized Amount of applicable Purchase Order or effective period in the Agreement or suspend or terminate the Services.

(H) Contractor acknowledges that exceptions to the Cyber Policy will be given only in extenuating circumstances and will only apply to specific Purchase Orders. Changes to the Cyber Policy will only be effective if a revised version of the Cyber Policy reflecting agreed-upon changes is attached to the Purchase Order or Change Order.

**The following provisions are added to Section 3, "PERFORMANCE OF THE SERVICES" of the Terms and Conditions for Services and Related Materials:**

3.14 Scope of Work.

In addition to any other resources specified in the Agreement, Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for managing and coordinating all portions of the Services.

3.15 Site Investigations.

(A) Representation. Contractor represents that it has satisfied itself as to the nature and location of the Services, the general and local Jobsite conditions, the transportation and handling of Material, the environmental and physical conditions at the Jobsite, the character of the equipment, facilities, Edison-furnished components, labor conditions and all other matters known or which a prudent contractor should know that might affect the Contractor's performance and cost of the Services. Any failure by Contractor to make these determinations shall not relieve Contractor from responsibility for performing the Services in accordance with the Agreement without additional charge to Edison.

(B) Differing Site Conditions.

(1) If Contractor encounters concealed or latent physical conditions below the surface of the ground, or in an existing structure, of an unusual nature which differ materially from those indicated by the Statement of Work or Specification or from those ordinarily encountered and generally recognized as inherent in the Services of this character, which will cause a material increase or decrease in Contractor's costs or schedule to overcome such conditions, and Contractor could not have, with reasonable efforts and due diligence, discovered these conditions prior to performing the Services, Contractor shall give the Construction Representative notice of such conditions within two (2) working days after Contractor first becomes aware of these conditions and shall not disturb these conditions until authorized by an FCO.

(2) Edison shall promptly investigate these conditions and, if Edison concurs with Contractor's findings, the parties shall negotiate an equitable adjustment to the Services Schedule without any compensation for any additional costs or delay. These adjustments shall be set forth in an FCO or Change Order.

(C) Notification. FAILURE OF CONTRACTOR TO GIVE NOTICE OF THESE DIFFERING SITE CONDITIONS TO THE EDISON REPRESENTATIVE IN THE TIMEFRAMES SET FORTH IN SECTION 3.15(A) OF THE TERMS AND CONDITIONS FOR SERVICES AND RELATED MATERIALS, OR CONTRACTOR PROCEEDS TO DISTURB THESE DIFFERING CONDITIONS WITHOUT AUTHORIZATION BY AN FCO, SHALL RESULT IN CONTRACTOR'S WAIVER OF ANY CLAIM FOR DAMAGES OF ANY KIND OR FOR AN ADJUSTMENT TO THE SERVICES SCHEDULE.

(D) Area of Services. Contractor shall confine its operations and Services at the Jobsite to the areas permitted by Applicable Law, Permits, the Specification, or as directed by the Edison Representative, and shall not unreasonably encumber the Jobsite and other contractors.

3.16 Specifications and Drawings.

(A) Anything stated in the Specification and not shown on the drawings, or shown on the drawings and not stated in the Specification, shall be of like effect as if shown or stated in both. In case of any difference between drawings and Specification, the Specification shall govern except when the drawing references the exception to applicable section of the Specification. In case of discrepancy either in the figures, in the drawings, or in the Specification, the matter shall be promptly submitted to the Edison Representative who shall promptly make a determination in writing. Any action or failure to act by Contractor without such a determination by Edison shall be at Contractor's risk and expense.

(B) Contractor shall maintain at the Jobsite for Edison one record copy of the Specification, drawings, addenda, FCOs, Change Orders and other key data, in good order and marked currently to record all changes made during construction, and approved shop drawings, product data and samples. These shall be available to Edison and shall be delivered to the Edison Representative upon completion of the Services.

(C) The Specification, including all drawings and referenced documents and copies shall remain the property of Edison and shall be used by Contractor only for the Services and not for any other project of Contractor.

(D) No portion of the Services which requires submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Edison Representative. All portions of the Services shall be in accordance with approved submittals.

(E) Any deviations to the Specification or substitution of Material shall require the prior written approval of the Edison Representative or issuance of an FCO.

(F) Edison's approval of any drawings, samples, reports or other submittals shall not relieve Contractor from compliance with all the requirements of the Agreement.

### 3.17 Edison-Furnished Components.

(A) Contractor shall not, nor shall it allow its Subcontractors to, disassemble or rework any prefabricated Materials or Edison-furnished components unless otherwise stated in the Specification or authorized in writing by the Edison Representative.

(B) Contractor shall provide unloading, receiving, warehousing and receiving inspections for all Edison-furnished components when delivered to the Jobsite and shall immediately notify the Edison Representative of any discrepancies.

(C) Contractor shall advise the Edison Representative whenever any Edison-furnished components become surplus to the Services. Edison shall then dispose of these surplus items, or may at its option, request Contractor by an FCO to dispose of these items.

### 3.18 Quality Control.

(A) All portions of the Services shall be subject to independent monitoring, witnessing, inspection and testing by Edison or its authorized representative at any time during performance of the Services for compliance with the Specification and with the standards of quality acceptable to the Edison Representative, and as required by the applicable regulatory agencies. Contractor shall promptly correct, as approved by the Edison Representative, any such deficiencies in the Services. The corrected Services shall be subject to reinspection and testing as appropriate. The Services shall not be covered up or enclosed until they have passed such inspection activities. Such interim inspections and tests shall not constitute any Acceptance of any part of the Services.

(B) Contractor shall give the Edison Representative at least twenty-four (24) hours' advance notification of its readiness for Edison's witnessing, sign off, test or inspection during performance of the Services as required by the Specification. Contractor shall notify the Construction Representative whenever notice has been given to a regulatory agency for its inspection. Contractor shall provide appropriate facilities, labor, instrumentation, equipment and access to the facilities of Contractor and Subcontractors as required for the witnessing, inspections and tests.

(C) Contractor shall submit to Edison a list of the quality verification documents to be provided to Edison such as: Certificates of compliance, code stamps, and qualification or test reports. The quality verification documents shall clearly identify the material being certified, including the manufacturer's name, project name, item name and drawing number.

### 3.19 Labor.

(A) Prior to starting the Services, Contractor shall, and shall require Subcontractors to, submit a copy of its labor agreements to the Construction Representative for review.

(B) Contractor's Jobsite superintendent shall be the one named in its proposal or, if not so named, shall be the one in charge at start of the Services. Contractor shall not replace this superintendent (unless requested by Edison) without Edison's prior written approval. In such event, Contractor shall provide sufficient overlap with the current superintendent so that the replacement becomes thoroughly familiar with the Services.

(C) Contractor shall give the Construction Representative prompt notice of (a) every demand for collective bargaining made upon Contractor or any Subcontractor by any labor organization as soon as the

demand may come to Contractor's attention, and (b) any actual or anticipated labor dispute, which may affect the performance of Services or the Services Schedule.

(D) If Contractor's employees, or any union representing these employees, breach the labor agreement between Contractor and the union, or engage in any jurisdictional dispute, Contractor shall consult with the Construction Representative regarding the remedies it plans to take and shall exercise all remedies to which Contractor is entitled under Applicable Laws, including filing unfair labor practice charges with the National Labor Relations Board, requests for temporary restraining orders and injunctions under Applicable Laws, and suits for damages against the union.

(E) Nothing in this Section 3.19 shall limit or abridge Contractor's right to negotiate or execute labor agreements on terms and conditions within Contractor's sole discretion.

### 3.20 Services Management.

(A) The Edison Representative shall manage Edison's activities associated with the Agreement acting through the Construction Representative, if applicable. Any correspondence to Edison of technical and Services administrative nature shall be addressed to the Construction Representative with a copy to the Edison Representative.

(B) Administration of the Agreement and Change Orders shall be performed by the Procurement Agent. Any correspondence to Edison regarding commercial provisions of the Agreement shall be identified by the Purchase Order number and be sent to the Procurement Agent with a copy addressed to the Edison Representative.

(C) Contractor shall assign a Contractor Representative, who shall remain at the Jobsite during performance of the Services, and who is authorized to act on behalf of Contractor. Edison's correspondence to Contractor shall be addressed and sent to the Contractor Representative.

(D) Unless waived by the Edison Representative, Contractor shall attend daily progress meetings at the Jobsite. The participants shall include the Contractor's principal representatives, Subcontractor's representatives, as appropriate, and the Construction Representative. The purpose shall be to review progress and schedule Services and deliveries of Material.

(E) Contractor shall provide to the Edison Representative status reports on the Services, reports of potential or known developments which may impact the Services Schedule, and any other information as Edison may require for proper project management. These status reports shall make monthly comparisons of expended man hours and actual performance to estimated man hours and scheduled performance with an explanation of any significant variations. Edison shall have the right to request and receive from Contractor copies of all records and reports which are generated for or are directly related to the Services.

(F) The Construction Representative shall not have the authority to make any changes to the Agreement. Any changes to the Agreement must be approved by the Edison Representative and evidenced by an FCO or Change Order.

(G) Questions concerning the interpretation of the technical aspects of the Specification shall be addressed to the Construction Representative.

### 3.21 Procurement Activities.

If applicable, Contractor shall perform the procurement support activities described below in accordance with the approved Specification and as authorized by the Agreement or a Change Order.

#### (A) Procurement Support.

(1) Contractor shall prepare the technical requirements for the Material or equipment (including all required data and drawings, testing, performance requirements and data submittal requirements) and shall submit them to the Edison Representative for approval. Edison shall then prepare the procurement package, issue the request for bids and receive the bids. Contractor shall perform the technical evaluation of the bids. Edison shall enter into an agreement with the winning bidder for the procurement of the applicable Material or equipment.

(2) Contractor shall interface directly with the vendor and all required vendor design documents shall be submitted directly to Contractor. Contractor shall review, approve and forward these documents to the Edison Representative.

#### (B) Procurement of Material/Equipment.

(1) For procurement of standard materials or equipment by Contractor as part of the Services, Contractor shall use its terms and conditions and procurement forms in its procurement package.

(2) For procurement of complex equipment typically costing over \$200,000 per item, Contractor shall use Edison's form of agreement in its procurement package.

(3) Contractor shall solicit bids and inform the Edison Representative of the award recommendation.

(4) Upon written authorization from the Edison Representative, Contractor may award an agreement using Contractor's forms.

(5) Contractor shall perform expediting and source inspection, technical, and contract administration as required. Contractor shall receive the Material or equipment at the Jobsite and perform receiving inspection.

(6) For time and material agreements, Contractor's procurement personnel performing the above procurement support activities shall be a direct charge. For fixed price agreements, Contractor's procurement activities shall be included in the fixed price.

**Section 5, "ACCEPTANCE" of the Terms and Conditions for Services and Related Materials is hereby revised in its entirety as follows:**

## **5. ACCEPTANCE**

### **5.1 Acceptance, Rejection and Corrections.**

Upon its receipt of any Deliverables, Edison shall review in a timely manner for acceptability, including whether the Deliverables conform to the Agreement's Deliverable Requirements. If Edison determines that a Deliverable conforms to the Deliverable Requirements, Edison shall, in a timely manner, provide notice to Contractor of Edison's Acceptance of this Deliverable. If Edison determines that the Deliverable does not conform to the Deliverable Requirements, Edison shall give notice to Contractor of any errors or deficiencies. Contractor shall correct or rework the Deliverable so that it conforms to the Deliverable Requirements and return the corrected Deliverable to Edison no later than 15 days (or other time period agreed upon by the Parties) after Contractor's receipt of notice of non-acceptance. This correction shall be performed by Contractor at no additional charge to Edison.

### **5.2 Final Completion List.**

(A) No later than 30 days before the Services Completion Date, Contractor shall prepare and submit to Edison a comprehensive Final Completion List of items to be completed for the Services and Deliverables to reach Final Acceptance. Contractor shall make such revisions to the Final Completion List as and when requested by Edison from time to time.

(B) Upon request of Edison, the Parties shall reasonably agree upon the commercial value of all items on the Final Completion List that have not been completed. The Parties agree that with respect to Final Completion List items that remain uncompleted and which are preventing Final Acceptance, it may be more expedient for Edison to complete such Final Completion List items, at its election and option. If the Parties are able to agree upon the commercial value of all items on the Final Completion List, and Edison so elects, at its sole discretion, Edison may, in lieu of requiring Contractor to complete the Final Completion List items, require Contractor to pay to Edison an amount equal to the commercial value of the remaining Final Completion List items as agreed upon by Edison. Edison shall have the right to offset such amount owed by Contractor against any amounts owed by Edison to Contractor at final Acceptance, or otherwise under the Agreement.

### **5.3 Substantial Completion.**

(A) If Contractor determines that all of the requirements for Substantial Completion have been completed, Contractor shall give notice to Edison.

(B) Within ten days following receipt by Edison of Contractor's notice of Substantial Completion, Edison shall give notice to Contractor whether or not Contractor has fulfilled the requirements of Substantial Completion. If Contractor has not fulfilled such requirements for Substantial Completion, Edison shall specify in reasonable detail in its notice to Contractor the reasons for determining that Substantial Completion has not been met. Contractor shall promptly act to correct such deficiencies so as to achieve Substantial Completion as soon

as possible and no later than by the Services Completion Date. Following any such remedial action, Contractor shall deliver to Edison a new notice of Substantial Completion and the provisions of this Section 5.3(B) shall apply with respect to such new Substantial Completion notice in the same manner as they applied to the original Substantial Completion notice. After two attempts by Contractor under this Section to achieve Substantial Completion, the Services and Deliverables shall be conclusively deemed to not conform to the requirements for Substantial Completion, and Edison shall be entitled, at its option, to either:

- (1) Accept the non-conforming Services and Deliverables, subject to reduction in the applicable charges payable, as determined (1) by agreement of the Parties, or (2) if the Parties cannot agree to the amount of reduction within 30 days after Edison requests a reduction, in accordance with the dispute procedures set forth in Section 17.2 of the Terms and Conditions for Services and Related Materials; or
- (2) Reject the Services and Deliverables, which shall be deemed an Event of Default by Contractor.

5.4 Final Acceptance of the Services and Deliverables. After achieving Substantial Completion in accordance with Section 5.3 of the Terms and Conditions for Services and Related Materials, when Contractor determines that all of the requirements for Final Acceptance have been completed, Contractor shall give notice to Edison. As soon thereafter as reasonably practicable after Edison's receipt of that notice, Edison and Contractor shall make a final inspection of the Services and Deliverables. Within ten days following such final inspection, Edison shall give notice to Contractor whether Contractor has met the requirements for Final Acceptance. If the requirements for Final Acceptance have not been fulfilled, then Edison shall give notice to Contractor describing in reasonable detail the deficiencies noted and corrective action recommended, including projected target dates for the completion of such incomplete or remedial Services and Deliverables. Contractor shall promptly act to correct any such deficiencies. The procedure set forth in this Section 5.4 shall be repeated as necessary, until the earlier of (i) Contractor has fulfilled the requirements for Final Acceptance or (ii) termination of the Agreement.

**The following provision replaces Section 6.1 in Section 6, "WARRANTIES" of the Terms and Conditions for Services and Related Materials:**

6.1 Services Warranty. The warranty period for the Services shall commence upon the date of Final Acceptance and continue for a period of two years. Contractor warrants to Edison that: (A) the Services and Deliverables shall be rendered with promptness and diligence and executed in a competent, workmanlike manner in accordance with Applicable Standards; (B) The Services and Deliverables will be free from defects and conform to the Statement of Work or Specifications and other terms and conditions set forth in the Agreement; and (C) All Material provided by Contractor shall be manufactured using only new materials. In addition, Contractor shall assign to Edison or obtain for Edison's benefit the manufacturer's warranties for all Deliverables which are provided in connection with the Services but which are not manufactured by Contractor.

**The following provision is added to Section 6, "WARRANTIES" of the Terms and Conditions for Services and Related Materials:**

6.4 Final Completion List. With respect to items on the Final Completion List, the provisions of this Section shall apply, and the warranty period shall begin upon Final Acceptance of each item on such Final Completion List.

**The following Section replaces Section 10, "INSURANCE" of the Terms and Conditions for Services and Related Materials:**

## **10. INSURANCE**

10.1 Required Insurance. At all times during the term of the Purchase Order and for such additional periods as may be specified below, Contractor shall, at its own expense, provide and maintain in effect, and shall require each Subcontractor to provide and maintain in effect those insurance policies and minimum limits of coverage as specified below and such additional coverage as may be required by Applicable Law, with insurance companies authorized to do business in the state in which the Services is to be performed or Deliverables provided, with an A.M. Best's Insurance Rating of not less than A-: VII . In no way do these minimum insurance requirements limit or relieve Contractor of the obligations assumed elsewhere in the Agreement, including but not limited to Contractor's defense and indemnity obligations.

(A) Workers' Compensation Insurance with statutory limits, as required by the state having jurisdiction over Contractor's employees, and Employer's Liability Insurance with limits of not less than:

- (1) Bodily Injury by accident - \$1,000,000 each accident

- (2) Bodily Injury by disease - \$1,000,000 policy limit
- (3) Bodily Injury by disease - \$1,000,000 each employee

(B) Commercial General Liability Insurance, written on an "occurrence," not claims-made basis, covering all operations by or on behalf of Contractor arising out of or connected with this Agreement including coverage for bodily injury; broad form property damage; personal and advertising injury; owners' and contractors' protective liability; products/completed operations; and contractual liability. The "Professional Liability" exclusion must except contractor means and methods. The "your work" exclusion must except damage done by work performed by a subcontractor of the insured. Such insurance shall bear a per occurrence limit of not less than \$2,000,000 and an annual aggregate of not less than \$4,000,000, exclusive of defense costs, for all coverages. The aggregate limit shall apply separately to each project through the use of an Aggregate Limit of Insurance Per Project Endorsement. Such insurance shall: (a) contain standard cross-liability and severability of interest provisions; and (b) contain coverage for Premises and Operations Liability (including explosion, collapse, and underground hazard). If Contractor's Services involve the use of cranes, such coverage shall include hook and riggers coverage. Contractor shall continue to maintain such coverage for a minimum period of three (3) years following final Acceptance of the Services by Edison.

(C) Commercial Automobile Liability Insurance covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of Contractor's owned, non-owned and hired automobiles in the performance of the Services.

(D) Umbrella/Excess Liability Insurance, written on a following ofrm occurrence, not claims-made basis, providing coverage excess of the underlying Employer's Liability, Commercial General Liability, and Commercial Automobile Liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than \$8,000,000 per occurrence. Contractor shall continue to maintain this coverage for a minimum period of three years following final Acceptance of the Services or Deliverables by Edison.

(E) If the relevant Purchase Order involves Special Conditions, then Contractor shall have Commerce or Internet Security Insurance covering (a) liability arising from theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form and (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software and programs stored thereon. Such insurance will be maintained with limits of no less than \$2,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as part of the required Errors and Omissions coverage. This insurance shall have a retroactive date that equals or precedes the Effective Date of the Purchase Order for Services or Deliverables involving Special Conditions. Contractor shall maintain such coverage until the later of: (1) a minimum period of three years following termination or completion of the applicable Purchase Order, or (2) until Contractor has returned or destroyed all Edison Data in its possession, custody or control, including any copies maintained for archival or record-keeping processes.

(F) **SUPPLY MANAGEMENT – IF YOUR PROJECT IS OVER \$20 MM OR INVOLVES NEW GENERATION, CALL RISK MANAGEMENT, IF NOT:** Property Insurance, on an All Risk/Builder's Risk or equivalent form, including boiler and machinery coverage, with limits equal to the full replacement value of the Services. Such insurance shall be maintained until Final Acceptance of the Services and Deliverables by Edison. The insurance shall include the interests of Edison, Edison's representatives, their respective subsidiaries, affiliated and associated companies, and Subcontractors. Edison and its subsidiaries, Affiliates, and associated companies shall be added as a loss payee as their interests may appear. If not otherwise covered, the Contractor shall effect and maintain similar property insurance on portions of the Deliverables stored off-site or in transit, as well as all tools and equipment provided for use by Contractor, whether owned, leased, rented, or borrowed. All such insurance shall include, without limitation, coverage against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing (including hot testing) and startup, temporary buildings and debris removal, and shall cover reasonable compensation for architects and management services required as a result of an insured loss.

(G) If Contractor or Subcontractors use owned, chartered, leased or hired mobile construction equipment in the performance of the Services, Contractor shall, and shall require Subcontractors to, maintain (or cause to be maintained) an "equipment floater" of the "all-risk" type, with limits not less than the full value of such equipment.



(H) For Contractor and for Subcontractors performing engineering and design Services, Professional Liability (Errors and Omissions) Insurance covering negligent acts, errors and omissions and wrongful acts in the performance of the Services. Such insurance shall have limits of not less than \$5,000,000 per claim and in the annual aggregate. The review and approval of the design portions of the Services by Edison shall not constitute a release of Contractor's or Subcontractor's liability for any negligent acts, errors or omissions or wrongful acts associated therewith. Such insurance shall have a retroactive date that equals or precedes the Effective Date of the Agreement. Any party required to maintain Professional Liability (Errors and Omissions) insurance must maintain such coverage for a minimum period of three years after termination of the Agreement or Substantial Completion of the Services, whichever is later, or such coverage shall include a supplemental extended reporting period of not less than three years after termination of the Agreement or Substantial Completion of the Services, whichever is later.

(I) For Jobs involving Hazardous Material (whether brought onto or existing at the property), Contractor's Pollution Liability Insurance, with limits of not less than \$5,000,000 each occurrence or each claim and in the annual aggregate, covering losses caused by pollution conditions that arise from the operations of the Contractor, including but not limited to, coverage for the following: (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages. Such insurance shall include Edison, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents and employees, as additional insureds for liability arising out of the acts or omissions of Contractor. If maintained on an occurrence basis, Contractor shall continue to maintain such coverage for a period of not less than one (1) year following termination of the Agreement or Final Acceptance of the Services, whichever is earlier, and, if on a claims-made basis, Contractor shall continue to maintain such coverage for a period of not less than three (3) years following termination of the Agreement or Final Acceptance of the Services, whichever is earlier. If written on a claims-made basis, the retro-active date shall equal or precede the Effective Date of the Agreement.

(J) **FOR WORK INVOLVING THE USE OF HELICOPTERS OR FIXED WING AIRCRAFT, CONTACT RISK MANAGEMENT FOR INSURANCE PROVISIONS.**

(K) **FOR WORK INVOLVING THE USE OF WATERCRAFT, CONTACT RISK MANAGEMENT FOR INSURANCE PROVISIONS.**

10.2 Primary Insurance/Waiver of "Subrogation/Additional Insured. The insurance required above shall apply as primary insurance to, without a right of contribution from, any other insurance or self-insurance maintained by or afforded to Edison, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in Contractor's policies to the contrary. To the extent permitted by Applicable Law, and except with respect to any applicable Professional Liability (Errors and Omissions) insurance, Contractor and its insurers shall be required to waive all rights of recovery from or subrogation against Edison, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees and insurers. The Commercial General Liability and Umbrella/Excess Liability insurance required above shall name Edison, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents and employees, as additional insureds for liability arising out of the acts or omissions of Contractor, its employees or agents and for liability arising out of Contractor's Services or Deliverables, for both ongoing operations and completed operations.

10.3 Insurance Certificate. Within a reasonable time after the Purchase Order is executed, but in any event prior to the start of the applicable Work, and within a reasonable time after coverage is renewed or replaced, Contractor shall furnish to the Procurement Agent certificates of insurance evidencing the coverage required above, written on forms and with deductibles reasonably acceptable to Edison. All deductibles, co-insurance and self-insured retentions applicable to the insurance above shall be paid by Contractor. Contractor shall provide Edison with at least thirty (30) days prior written notice in the event of cancellation of coverage. Edison's receipt of certificates that do not comply with the requirements in this Section 10, or Contractor's failure to provide certificates, shall not limit or relieve Contractor of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 10 and shall not constitute a waiver of any of the requirements in this Section 10. Edison reserves the right to refuse Contractor or any of its Subcontractors admittance to the Jobsite if current certificates of insurance are not on file with Edison. Edison's receipt of certificates of insurance, copies of insurance policies, and any other insurance-related documentation from Contractor shall not be deemed an agreement or acknowledgement by Edison that Contractor has fulfilled its obligations under this article, nor shall it relieve Contractor of such obligations, which obligations shall remain in full force.

10.4 Non-Compliance Remedies. If Contractor fails to comply with any of the provisions of this Section 10, Contractor, among other things and without restricting Edison's remedies under the law or otherwise, shall, at its

own cost and expense, provide Edison with the same protections and benefits that an insurer would have, had the insurance been maintained in accordance with the provision of this Section 10. With respect to the required Commercial General Liability, Umbrella/Excess Liability, Commercial Automobile Liability insurance, and Pollution Liability insurance, if applicable, Contractor shall provide a current, full and complete defense to Edison, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the provisions of this Section 10. Edison shall have the right to withhold payment otherwise due Contractor if Contractor or its Subcontractors are not in compliance with their insurance obligations.