



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 69934-E
Cancelling Revised Cal. PUC Sheet No. 33606-E*

Sheet 1

TERMS AND CONDITIONS AGREEMENT FOR
INSTALLATION OF DISTRIBUTION LINE EXTENSION BY APPLICANT

Form 14-188

(To be inserted by utility)

Advice 4325-E

Decision _____

1C12

Issued by

Carla Peterman

Senior Vice President

(To be inserted by Cal. PUC)

Date Submitted Oct 29, 2020

Effective Nov 28, 2020

Resolution _____

TERMS AND CONDITIONS
AGREEMENT FOR INSTALLATION OF
DISTRIBUTION LINE EXTENSION BY APPLICANT

Reference is made to that certain Contract for Extension of Electric Line, dated _____, _____, (hereinafter referred to as the "Contract"), in which _____ (hereinafter referred to as "Applicant") has agreed to install electric distribution lines to the location described in said Contract as follows: _____

To cause SOUTHERN CALIFORNIA EDISON COMPANY (hereinafter referred to as "SCE") to enter into the Contract with Applicant and in consideration thereof, Applicant shall install the Distribution Line Extension pursuant to and in accordance with the following:

1. **DEFINITIONS:**

When used herein, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 **Agreement:** The Contract and these Terms and Conditions, as amended from time to time, together with such other documents as may be made a part hereof.
- 1.2 **Change Order:** A written document which describes any changes to be made in the Work and which is signed by both the Applicant and SCE.
- 1.3 **Composite:** A drawing prepared by the Applicant which describes the Trench Layout and Trench Configuration.
- 1.4 **Construction Drawings:** Drawings prepared by SCE showing the site-specific requirements for the Distribution Line Extension.
- 1.5 **Contractor/Subcontractor:** A person, partnership, corporation or other entity which provides services to the Applicant in performance of the Work.
- 1.6 **Customer:** The person in whose name service is rendered as evidenced by the signature on an application, contract, or agreement for that service or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his or her name regardless of the actual user of the service.
- 1.7 **Distribution Line Extension:** New distribution facilities of SCE that is a continuation of, or branch from, the nearest available existing permanent Distribution Line (including any facility rearrangements and relocations necessary to accommodate the Distribution Line Extension) to the point of connection of the last service. SCE's Distribution Line Extension includes transmission underbuilds and converting an existing single-phase line to three-phase in order to furnish three-phase service to an Applicant, but excludes service transformers, meters and services.
- 1.8 **Distribution System:** That portion of SCE's plant used for the purpose of delivering electric energy.

- 1.9 Distribution Trench: A trench to be utilized for SCE's Distribution System which is intended to serve more than one building, Customer, or parcel.
- 1.10 Inspector: The representative or representatives designated by SCE to inspect and approve the Work performed by Applicant or its Contractor.
- 1.11 Joint Pole Committee: The committee of Utilities in California that have mutually agreed to jointly share pole space.
- 1.12 Joint Trench: A Distribution Trench to be used jointly by the Utilities.
- 1.13 Material: All equipment, material, products, and supplies used for or incorporated into the Work.
- 1.14 Request for Final Connection: A written document to be submitted by Applicant which requests SCE to commence final inspection, connection and energizing of Applicant-installed facilities, including but not limited to, the Distribution Line Extension.
- 1.15 Service Wires or Connections: The group of conductors, whether located overhead or underground, necessary to connect the service entrance conductors of the Customer to SCE's supply line, regardless of the location of SCE's meters or transformers.
- 1.16 Site Plans: Applicant provides site-specific plans for the location described in the Contract showing lot lines, structures on lots where applicable, grading, sewer and water facilities, and street improvements.
- 1.17 Standard Drawings: Drawings prepared by SCE showing the construction requirements of the Distribution Line Extension.
- 1.18 Superintendent: The representative or representatives designated by Applicant to act on behalf of the Applicant with respect to this Agreement.
- 1.19 Trench Configuration: The cross-sectional Joint Trench design specified to provide Utilities with the facility clearance and cover requirements.
- 1.20 Trench Layout: Preliminary design showing Joint Trench route.
- 1.21 Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use.
- 1.22 Work: All labor and Material, and any other job requirements needed to complete the Distribution Line Extension.
- 1.23 Working Drawing(s): Construction Drawings maintained by the Applicant or Applicant's Contractor throughout the period of construction of the Distribution Line Extension which describes the Material and facilities installed therein.

2. CONTRACTORS:

- 2.1 Applicant shall utilize only qualified Contractors/Subcontractors to perform the Work.
- 2.2 Qualified Contractors/Subcontractors shall meet the following minimum requirements:
 - 1. Be licensed by the State of California for the type of work to be performed.
 - 2. Employ and utilize workmen properly certified and/or qualified, as appropriate, for specific skills (i.e., electric workmen shall be properly qualified as described in Title 8, State Electrical Orders, Subchapter 5, Group 2).
 - 3. Comply with applicable laws, such as Equal Opportunity Regulations, OSHA, and EPA.
- 2.3 Applicant shall at all times be responsible for the acts and omissions of any Contractor/Subcontractor and persons directly or indirectly employed by them.

3. DESIGN OF DISTRIBUTION LINE EXTENSIONS:

3.1 Overhead Distribution Line Extensions

- 3.1.1 Upon receipt of the Applicant's Site Plans, SCE shall prepare Construction Drawings for the Work. These site Construction Drawings shall supplement the Standard Drawings and shall be part of this Agreement.
- 3.1.2 Engineering and coordination with other Utilities for possible joint use of proposed overhead Distribution Line Extension facilities shall be the responsibility of SCE. SCE will contact the appropriate members of the Joint Pole Committee to solicit joint use of poles or anchors.

3.2 Underground Distribution Line Extensions

- 3.2.1 Where there is a potential for Joint Trench, as determined by SCE, Applicant shall contact all other potential Utilities to determine the need, if any, for a Joint Trench (CATV, telephone, etc.) and, if such need exists, submit a proposed Composite to SCE. In the event the number of trench occupants changes from the number originally utilized to determine the cost allocation percentages for trenching charges, SCE shall have the right to recalculate the allocation percentages and costs in accordance with SCE's established practices.
- 3.2.2 SCE shall have the right to modify, change, or amend the Applicant's Composite to comply with SCE's design and construction standards. Upon receipt of the Applicant's Composite, SCE will review it for approval. The Applicant shall revise the Composite for all changes required by SCE.
- 3.2.3 Upon approval of the Applicant's Composite and receipt of the Applicant's Site Plans, SCE shall prepare Construction Drawings for the Work.

4. MATERIAL FOR DISTRIBUTION LINE EXTENSIONS:

4.1 Determination of Material

The Applicant shall determine all Material requirements necessary to perform the Work, except transformers, meters, and service conductors, in accordance with SCE's specifications from SCE-furnished documents. The Applicant may, however, determine the amount of Underground service conductor or street lighting conductor required to meet Applicant's needs, if the Applicant installs those facilities as mutually agreed upon by SCE and Applicant in conjunction with the Distribution Line Extension. Quantities for individual assemblies shall be determined from the applicable Construction Drawings. The Applicant shall be responsible for the determination of accurate distance and unit quantity requirements resulting from terrain variations, electric cable slack requirements, excess cable required for make-up, cable termination requirements, etc. SCE assumes no responsibility for the stated Construction Drawing distance or unit Material quantities and will not honor claims arising from a difference between these quantities and what is required for the Work.

4.2 Procurement by Applicant From Manufacturers/Suppliers

SCE shall provide the Applicant with a Manufacturers'/ Suppliers' Material Information List showing SCE's material manufacturing specification numbers. Unless otherwise specified by SCE all Material used in the Distribution Line Extension shall be new and be obtained from the manufacturers approved by SCE to supply that particular material and shall meet the manufacturing standards represented by the applicable material manufacturing specification numbers. The Applicant shall provide SCE with manufacturers'/suppliers' certifications that all permanent Materials used in the Work comply with the applicable SCE manufacturing standard.

4.3 Procurement by Applicant From SCE

4.3.1 The Applicant may request SCE to procure for the Applicant all the Material necessary to complete the Distribution Line Extension. The Applicant shall determine the Material requirements from SCE-furnished documents as specified in Section 4.1. SCE shall, to the extent possible, supply Applicant with all new Material. In the event that any used Material supplied by SCE to the Applicant, is or becomes defective within one year from the date of final acceptance, SCE shall replace or repair the defective Material, without cost or expense to the Applicant.

4.3.2 The Applicant shall pay SCE, SCE's current standard unit cost of the Material, plus SCE's estimated costs associated with the supply and sales tax of such Material. Applicant shall also be responsible for all vendor-required deposits on returnable reels. Payment in an amount equal to these estimated costs shall be made payable to SCE at SCE's designated district office at the time Applicant places its order for procurement of the Material. Any additional refunds shall be made promptly by SCE and any additional charges shall be due and payable by Applicant upon demand by SCE.

- 4.3.3 The Applicant shall be responsible that lead times for Material ordered through SCE are in accordance with Applicant's construction schedule.
- 4.3.4 The Applicant shall be responsible to (1) pick up and receive the Material, in a timely manner (upon notification by SCE), at SCE's designated warehouse; (2) store, maintain and protect the Material; and (3) remove all excess Material from the job site prior to SCE's acceptance of the Distribution Line Extension. Notwithstanding the above, if the Applicant requests and SCE approves, SCE shall deliver the Material procured by Applicant from SCE to the job site at the Applicant's expense as determined by SCE. Applicant shall be responsible for unloading any Material delivered by SCE.
- 4.3.5 SCE shall have the right to require Applicant to pay storage costs when the Material has been at SCE's warehouse more than 30 days after the date Applicant has first been advised that such Material is available for pickup.

4.4 SCE-Supplied Items

- 4.4.1 All transformers shall be supplied and delivered to the job site by SCE. Applicant shall take all reasonable measures to protect and prevent damage to said transformers following delivery to the job site. SCE shall also supply Applicant, at Applicant's expense, based on SCE's current standard unit cost(s), with all marine-coated equipment and materials, which in SCE's opinion are critical and necessary for the Applicant-installed installation.
- 4.4.2 In addition, SCE may, at its discretion, supply at Applicant's expense such other items as SCE determines to be necessary to complete the Work hereunder, where the Applicant is unable to obtain such items in a timely manner and the continued inability to obtain such items, would, in SCE's sole opinion, result in undue delay or substantial hardship. The Applicant shall (1) pick-up and receive said items in a timely manner from SCE's designated location; and (2) store, maintain, and protect them.
- 4.4.3 Payment for all marine-coated equipment referred to in Section 4.4.1 above and for such other items referred to in Section 4.4.2 above shall be made in accordance with Section 4.3.2.

4.5 Defective Material

If any of the Applicant's Material is defective in the opinion of the Inspector it shall be removed from the job site and replaced by the Applicant.

5. CONSTRUCTION OF DISTRIBUTION LINE EXTENSION:

5.1 General Responsibilities

- 5.1.1 Applicant shall, prior to construction of the Distribution Line Extension, advise SCE, in writing, of the name of Applicant's Superintendent.
- 5.1.2 Applicant shall install the Distribution Line Extension in accordance with SCE's Standard Drawings and Construction Drawings. Any interpretation of the Standard Drawings or Construction Drawings shall be made by the Inspector. In addition, Applicant may, where mutually agreed upon in writing by SCE and Applicant, install such other facilities associated with the Distribution Line Extension including, but not limited to, transformers, street light conductor, and services. SCE shall, in accordance with and as applicable under its tariffs, reimburse the Applicant SCE's estimated installation and/or material costs for such facilities.

5.2 Construction Responsibilities

- 5.2.1 The Applicant shall be responsible both for arrangement of a preconstruction meeting among all involved Utilities and for coordination of field installation of all involved Utilities. The preconstruction meeting shall be held a minimum of ten working days prior to commencement of the Work.
- 5.2.2 At all times when the Work is being performed, the Superintendent shall be present at the job location and available to the Inspector.
- 5.2.3 Applicant expressly agrees that Applicant shall plan and conduct the Work to safeguard persons and property from injury. Applicant expressly agrees that Applicant shall direct the performance of the Work in compliance with reasonable work practices and applicable Federal, State, and local laws, rules, and regulations, including but not limited to the General Orders of the California Public Utilities Commission and the "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and Safety Orders of the California Division of Industrial Safety. In addition, Applicant expressly agrees that Applicant and/or Applicant's Contractor shall take all precautions necessary to prevent injury due to electrical feedback.

Before excavating, Applicant expressly agrees that Applicant shall contact "Underground Service Alert". Work in areas adjacent to electrically energized facilities shall be performed in accordance with applicable laws and safety rules.

- 5.2.4 The Applicant shall identify and be responsible for proper labeling of underground cables as follows:

A brass cable tag or embossed stainless steel tape shall be attached to the cable as near as possible to the entrance and exit recesses in each vault or manhole. A minimum of one tagged location will be required to identify cables in pullboxes or other enclosures.

Cable tags shall contain the following information:

1. Primary cable (750 volts and above) tags shall contain the following information:
 - a. Circuit name
 - b. Operating voltage
 - c. Conductor size
 - d. Installation date
 - e. Duct length
 - f. Adjacent structure (to or from)

2. Secondary cable tags shall contain the following information:
 - a. Operating voltage
 - b. Conductor size
 - c. Adjacent structure number where cables terminate
 - d. Installation date
 - e. Indicate three phase or single phase
 - f. Duct length

3. Service cable tags shall contain the following information:
 - a. Service address (more than one address if required)
 - b. Conductor size
 - c. Installation date
 - d. Indicate three phase or single phase
 - e. Duct length

NOTE:

1. All new cables are to be tagged at time of installation.
 2. Use mousing wire over jacketing tape on bare lead cable.
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- 5.2.5 The Applicant shall be responsible for placement of structure identity plates as detailed on either overhead poles or above or below ground structures per Construction Drawings. Underground plates shall be attached to substructure by means of silicon glue. Pole plates shall be attached by use of common roofing nails approximately six feet from ground level, facing traffic.

 - 5.2.6 SCE shall provide the Applicant with all necessary structure identity plates. Applicant shall be responsible for procurement of all brass tags and stainless steel embossing tape for marking of cables.

5.2.7 No damages or extra costs shall be allowed by SCE for unforeseen difficulties or obstructions in connection with the Work.

5.3 Documentation of Changes in the Work

Changes in the Work must be approved by SCE and shall be documented in writing by both the Applicant and SCE on SCE's Change Order Form.

5.4 Changes in the Work at SCE's Request

5.4.1 SCE may require the Applicant to make changes in the Work. SCE shall determine the incremental direct labor and Material costs for any such change in the Work. Whenever any such change in the Work results in an increase or decrease of estimated costs totaling \$500 or more, which are included in the amount subject to refund, SCE shall revise the estimates used as the basis for such refunds to the Applicant under the applicable Distribution Line Extension Rule and Contract.

5.4.2 In the event the extra Work requires additional Material, SCE may, but is not required to, furnish any such item(s). The Material to be furnished shall be documented on the Change Order Form.

5.5 Changes in the Work at the Applicant's Request

5.5.1 SCE shall re-estimate the Work to determine the value of the incremental direct labor and Material costs for any change in the Work requested by the Applicant. SCE shall also determine the value of additional engineering and specification preparation charges for this change in the Work. Whenever any such change in the Work results in an increase or decrease of costs totaling \$500 or more, SCE shall revise the estimates used as the basis for payments to SCE or refunds to the Applicant under the applicable Distribution Line Extension Rule and Contract.

5.5.2 SCE shall determine the value of SCE's additional engineering and specification preparation charges for this change in the Work. The Applicant shall be liable for any increased costs due to changes in the Work made at the Applicant's request.

5.5.3 Applicant expressly agrees that SCE will not honor any demands for incremental intangible costs associated with changes in the Work made at the Applicant's request.

5.6 Schedules and Delays in Construction

5.6.1 Applicant shall prepare and submit, with periodic updates as necessary, a construction schedule to specify the starting dates and duration of the trenching, installation, backfill, and clean-up work anticipated for the Distribution Line Extension. The schedule for other occupants of a Joint Trench, if any, shall also be indicated.

5.6.2 Applicant expressly agrees that SCE shall not be liable to Applicant for delays in construction or installation caused by late Material deliveries (whether or not such Material is provided by SCE), or for delays resulting from SCE crews, SCE testing schedules, SCE engineering and design processes, bidding processes, or SCE's rejection of any of the Work and/or Material.

6. INSPECTION:

6.1 Material

All Material shall be subject to inspection and approval by the Inspector, prior to installation or use in the Distribution Line Extension. The Inspector shall have access to all storage areas or facilities for the purpose of inspecting the Material.

6.2 Work

6.2.1 SCE shall assign an Inspector to observe, inspect, and approve the Work. The Applicant agrees to a thorough and detailed inspection by the Inspector of any Work performed or, to be performed, within the scope of the Agreement. The Applicant shall require its Contractor to permit the required inspections.

6.2.2 SCE has the right to make field and shop inspections and material tests. The Inspector shall have full access to the Work at all times during construction. Neither the making nor the failure to make inspections and tests nor the express or implied approval of the Work shall relieve Applicant from the responsibility to complete and guarantee the Work as specified. The Applicant shall notify the Inspector at least two working days in advance of commencing any Work. SCE shall assign additional Inspectors as it deems necessary to observe and approve specific items of Work that it deems warrant additional inspection. No Work shall be performed unless an Inspector is present or the Applicant has received prior written consent from an Inspector.

6.3 Rejection

6.3.1 The Inspector shall give written notice to the Superintendent of any rejected Distribution Line Extension facilities. Reasons for rejection shall include, but are not limited to:

1. Failure to conform with Construction Drawings or Standard Drawings.
2. Use of unauthorized or unapproved Material.
3. Inferior workmanship.
4. Work performed without inspection or in the absence of the Inspector without prior consent.
5. Failure to comply with any of the terms or conditions of the Agreement.

6.3.2 The written notice of rejection will delineate:

1. Specific facilities rejected
2. Location of rejected facilities
3. Reason for rejection
4. Date, time, and person notified

6.3.3 Applicant expressly agrees that all rejected Work shall be remedied at the Applicant's expense and shall be subject to reinspection and approval by the Inspector.

7. COMPLETION OF WORK:

7.1 Working Drawings

Upon completion of the Work, and as a condition precedent to acceptance, Applicant shall provide SCE with two complete sets of Working Drawings signed by Applicant and marked in red denoting:

1. Location, size, type, number, and footage of installed conduit, cable, and/or overhead conductor.
2. Location, size, type, and dimensions of manholes, splice boxes, cable runs, duct banks, risers, structures, and/or equipment enclosures.
3. Location, size, and type of poles and anchors.
4. Location, type, and manufacturer's name plate data of the installed equipment and/or apparatus.

7.2 Request for Final Connection

Upon completion of the Work, the Applicant shall submit a Request for Final Connection to SCE's Distribution System. If the Applicant does not submit a Request for Final Connection within two years from the effective date of the Contract, Applicant agrees that SCE shall have the right, at Applicant's sole cost and expense, to reinspect the Distribution Line Extension and to conduct any tests which SCE, in its sole opinion, deems necessary to assure itself of the quality of the Work.

7.3 Transformers

SCE reserves the right to remove its transformers from the Distribution Line Extension in the event a Work stoppage occurs, or if, in SCE's sole opinion, undue delay in the Work occurs. SCE may, in its discretion, submit a claim to the Applicant and require payment for SCE's labor costs to remove and/or replace the transformers.

8. CONNECTION AND ENERGIZING:

8.1 Connection and Energizing of Distribution Line Extension

8.1.1 SCE shall, upon receipt of the Applicant's Request for Final Connection, perform a final inspection of the Distribution Line Extension and, if acceptable, shall connect the Distribution Line Extension to SCE's Distribution System, and place the Distribution Line Extension into operation.

8.1.2 Only duly authorized employees of SCE are allowed to connect to, disconnect from, or perform any work upon SCE's Distribution System.

8.2 Final Acceptance

Following final inspection and connection, the Distribution Line Extension shall be energized. Twenty-four hours of continuous operation with or without load, at SCE's option, shall serve as SCE's final acceptance of the Distribution Line Extension. Failure or neglect of SCE or the Inspector to condemn or reject inferior Work or Material shall not be construed as, or imply, an acceptance of such Work or Material. The warranty period shall commence on the date of final acceptance.

9. COMMERCIAL TERMS:

9.1 Advances

Applicant shall be required to pay SCE, before the start of construction, SCE's estimated costs including administrative costs, for the following items:

9.1.1 Refundable

- a. Engineering and design
- b. Processing land rights documents
- c. SCE's expenses for labor and materials to connect the Distribution Line Extension to SCE's Distribution System
- d. Returnable reel deposits for reels returned by Applicant to SCE within one year of the delivery date.
- e. The cost of inspections that may be covered by the otherwise available allowances per Rule 15.

9.1.2 Non-Refundable

- a. Inspection costs not covered by the otherwise available allowances or refund provisions of Rule 15, costs arising from delays in the Work, including, but not limited to, overtime, per diem expenses incurred for overnight lodging, and any incremental costs incurred when the Applicant chooses to perform Work requiring the presence of an Inspector on a SCE-observed holiday.

- b. Costs and/or fees incurred in the acquisition or maintenance of permits, licenses, or easement.
- c. Returnable reel deposits for reels not returned by Applicant to SCE within one year of the delivery date. Ownership of such reels shall transfer automatically from SCE to Applicant.

9.2 Refunds

Refunds to the Applicant shall be made in accordance with the provisions of the applicable Distribution Line Extension rules. The amount subject to refund shall be as set forth in the Contract. SCE shall directly bill Applicants for any additional charges for inspection and/or testing, repair or replacement of materials incurred by SCE prior to final acceptance of the Distribution Line Extension. Such additional billing amount may be subtracted from the amount subject to refund at SCE's option.

10. LIENS:

If a lien of any nature should at any time be filed against the Work by an entity which has supplied material or services at the request of Applicant or its Contractor, Applicant shall promptly, on demand by SCE and at Applicant's own expense, take any and all action necessary to cause any such lien to be released or discharged immediately therefrom, or secure a security bond covering the amount of such lien.

11. PERMITS, LICENSES, AND EASEMENTS:

11.1 SCE shall be responsible for obtaining all private rights of way, easements, railroad permits, flood control permits, and permits and licenses from the Bureau of Land Management, Forest Service, and State Lands Commission.

11.2 The Applicant shall obtain from public authorities and private owners permission, permits, and/or licenses (other than those referenced in Section 11.1 which are to be obtained by SCE) necessary for the construction and installation of the Distribution Line Extension. The Applicant shall also be responsible for obtaining excavation permits pursuant to Section 341 of Chapter 3.2, Group II, Title 8 of the California Administrative Code, regarding the "construction of trenches which are five feet deep or deeper and into which a person is required to descend." SCE, to the extent permitted by law, hereby authorizes and empowers the Applicant to construct and install the Distribution Line Extension on any easement acquired by SCE for such purpose.

Applicant shall, at its own cost and expense, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest, from and against any and all loss, damage, claims, demands, penalties, actions, causes of action, liability, cost or expense of any kind or nature whatsoever, directly or indirectly resulting from, or caused by, or claimed to be so caused arising out of any act or omission of the Applicant, or its Contractor, including attorney's fees and court costs, which SCE or any third party or parties may suffer or incur, including without limitation, any loss, claim, damage, cost, expense, or liability suffered or incurred or alleged to be suffered or incurred by reason of the Applicant's, or its Contractor's, performance or nonperformance of its obligations under this Section 11.2.

The indemnities set forth in this Section 11.2 shall not be limited by the insurance requirements set forth in Section 13, and shall be in addition to, and not in substitution or replacement of, any indemnities set forth elsewhere in the Agreement.

- 11.3 Should special supervision and/or inspection of construction activities be required by any grantor or permitor, as a condition of the permit or grant of occupation, Applicant shall be responsible to pay all costs of such supervision and/or inspection.

12. WARRANTY:

Applicant warrants that all work and/or equipment furnished or installed by Applicant or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by SCE and extend for one year. Should the work develop defects during that period, SCE, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Applicant repair or replace the defective work and/or the equipment and, in either event, Applicant shall be liable for all costs associated with such repair and/or replacement. Applicant, upon demand by SCE, shall promptly correct, to SCE's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

13. PERFORMANCE BOND:

- 13.1 Applicant shall, if requested by SCE, furnish a performance bond in a form acceptable to SCE. Such bond shall guarantee that repair of the Distribution Line Extension shall be performed to correct damage thereto caused by faulty workmanship or defective materials as required of the Applicant pursuant to the warranty provisions of the Agreement.
- 13.2 Such bond shall be posted by the Applicant and held by SCE. The amount to be posted shall be equal to SCE's total estimated installed cost of the Distribution Line Extension and other facilities to be Applicant-installed and shall be posted prior to construction of the Distribution Line Extension.
- 13.3 After one year from the date of final acceptance, the bond shall be released to the Applicant.

14. INSURANCE:

14.1 Applicant's Obligations

- 14.1.1 Applicant shall maintain, and shall require its Contractor who installs the Distribution Line Extension and related facilities to maintain, valid and collectible insurance as described below. Applicant shall, and shall require its Contractor to, furnish certificates of insurance to SCE prior to the start of any Distribution Line Extension Work.
- 14.1.2 Workers' Compensation Insurance with statutory limits, as required by the state in which the Work is performed, and Employer's Liability Insurance with limits of not less than \$500,000. Carriers furnishing such insurance shall be required to waive all rights of subrogation against SCE, its officers, agents and employees.

- 14.1.3 Comprehensive Bodily Injury and Property Damage Liability Insurance, including owners' and Contractors' protective liability, product/completed operations liability, contractual liability and automobile liability with a combined single limit of not less than \$1,000,000 for each occurrence. Such insurance shall: (a) acknowledge SCE, its officers, agents, and employees, as additional insureds; (b) be primary for all purposes; (c) contain standard cross-liability provisions; and (d) extend products/completed operations hazard coverage for a period of one year after the Distribution Line Extension has been accepted by SCE.
- 14.1.4 Applicant shall report immediately to SCE and confirm in writing any injury, loss, or damage incurred by Applicant, or its Contractor, or its receipt of notice of any claim by a third party, or any occurrence that might give rise to such claim.
- 14.1.5 If Applicant fails to comply with any of the provisions of this Section 13, Applicant shall, at its own cost, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property to the extent that SCE would have been protected had Applicant complied with all of the provisions of this Section 13.

15. CONSEQUENTIAL DAMAGES:

- 15.1 Except as otherwise provided with the Agreement, Applicant shall not be liable to SCE for any consequential damages including, but not limited to, loss of use or underutilization of SCE's facilities, loss of revenue, and claims of any customer of SCE resulting from the Applicant's, or its Contractor's, performance or nonperformance of its obligations under the Agreement.
- 15.2 SCE shall not be liable to Applicant, or its Contractor, for any consequential damages including, but not limited to, loss of anticipated profits, and loss of use of or underutilization of Applicant's, or Contractor's, labor or facilities, resulting from SCE's performance or nonperformance of its obligations under the Agreement.

16. NON-WAIVER:

The failure of SCE to enforce any of the terms and conditions or to exercise any right or privilege in the Agreement shall not be construed as a waiver of any such terms and conditions or any such right or privilege and the same shall continue and remain in force and effect as if no such failure to enforce or exercise had occurred. No waiver by SCE shall be valid unless incorporated in a Change Order.

17. ASSIGNMENT:

The Applicant shall not assign or otherwise dispose of the Agreement, its right, title, or interest therein or any part thereof to any entity without the prior written consent of SCE. No assignment of the Agreement shall relieve the Applicant of any of its obligations hereunder until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, the Agreement shall be binding upon and shall inure to the benefit of the assignee.

18. EFFECT OF SECTION HEADINGS:

Section headings appearing herein are inserted for convenience only, and shall not be construed as interpretation of text.

19. THIRD PARTY BENEFICIARIES:

The Agreement shall not constitute any contractual relationship between any Contractor and SCE, nor any obligation of SCE for payment to any Contractor.

20. GOVERNING LAW:

20.1 The Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

20.2 Applicant shall, and shall require, during the performance of the Work, Applicant's Contractor, subcontractors, agents, and their employees to fully comply with all applicable laws, bylaws, rules, regulations, and orders made or promulgated by any governmental agency, municipality, board, commission or other regulatory body; and provide to SCE all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations, or plans.

21. SIGNATURE CLAUSE:

The signatory hereto represents that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

(N)
|
|
(N)

(D)

APPLICANT

Corporation, Partnership, or DBA: _____

Name of Authorized Individual: _____

Signature: _____

Title: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name of Authorized Individual: _____

Signature: _____

Title: _____

Date Executed: _____

Work Order No. _____

Associated Work Order Nos. _____