

## ELECTRICAL SPECIFIC TERMS AND CONDITIONS

These Electrical Specific Terms and Conditions apply to Qwest's purchase of electrical Services from Supplier.

### 1. DEFINITIONS.

- 1.1 "Completion Date" means the date on the Order by which Supplier is obligated to complete the Project.
- 1.2 "Contract Sum" means the total amount Qwest agrees to pay for the Project pursuant to the Order.
- 1.3 "Construction Documents" means all construction drawings, Project specifications, manuals and other construction documents applicable to the Project, any deliverables to be provided by Supplier to Qwest in connection with the Project, and all Specifications included or referenced in any Methods of Procedure ("MOPs") developed by Supplier or Qwest, or developed jointly by Supplier and Qwest, that are approved by Qwest. Construction Documents are considered Documentation under these Terms.
- 1.4 "Project" means the electrical Services performed by or for Supplier in connection with the Order. If Services are referred to as "Work" on the Order, "Work" will mean the Project.
- 1.5 "Qwest's Representative" means Qwest's project manager assigned to the Project as set forth in the Order for the Project, as identified in the Construction Documents, or as otherwise designated by Qwest from time to time.
- 1.6 "Retainage" means an amount to be retained by Qwest from each payment for the Project until payment by Qwest of the Final Invoice (as defined below) for the Project, which amount will be retained by Qwest for the due and punctual performance of Supplier's obligations for the Project.
- 1.7 "Site" means the location of the Project.
- 1.8 "Supplier's Representative" means Supplier's representative assigned to the Project as designated in the Construction Documents.

### 2. DESCRIPTION OF THE PROJECT:

The Order will describe: (i) the Services to be performed by Supplier in connection with the Project; (ii) the method by which Supplier will be compensated; (iii) the Completion Date; (iv) the Site; and (v) the Construction Documents.

### 3. CHANGE ORDERS:

#### 3.1 Form of Change Order; Proposal of Changes.

For purposes of these Specific Terms and Conditions, Qwest may issue an additional form of Change Order called a "Job Information Memorandum" ("JIM") which reflects important information regarding the Project such as Specifications or issues regarding materials. Qwest or Supplier may at any time during the Project propose additions, alterations, deductions or deviations to or from the Project or the Construction Documents by issuing a proposed JIM or Change Order.

#### 3.2 Submission of a JIM or Change Order.

Supplier may submit a JIM or Change Order request to Qwest's Representative by facsimile or by email. With any proposed JIM or Change Order, Supplier shall supply Qwest's Representative with a written statement supporting the JIM or Change Order request. The statement shall include Supplier's estimate of any extension of the Completion Date and any increase in price Supplier believes is needed. If requested by Qwest's Representative, Supplier shall substantiate its JIM or Change Order request with payroll documents, paid invoices, receipts, records of performance, and other documents reasonably satisfactory to Qwest.

#### 3.3 Approval of JIM or Change Order by Qwest.

Upon receipt of a JIM or Change Order request, Qwest will review each issue with Supplier to determine if the JIM or Change Order is warranted. Qwest will notify Supplier in writing of the approval or denial of any JIM or Change Order. No JIM or Change Order will be effective unless it is approved by Qwest in

writing. Approval of a JIM or Change Order shall be granted at Qwest's sole discretion. Qwest shall not be obligated to grant to Supplier any adjustments to the Completion Date or pricing of the Project. If appropriate in connection with an approved JIM or Change Order, Qwest will deliver to Supplier, within 5 business days after approval, a revised Order.

### **3.4 Notification of Changes.**

Supplier will immediately deliver a written notice to Qwest whenever it has reason to believe a change in the Project has occurred that will require a Change Order, which notice will clearly specify (a) Supplier's estimate of any necessary change in the Completion Date, (b) Supplier's estimate of any necessary change in the Contract Sum, (c) any other change that Supplier believes must be made, and (d) a detailed rationale as to why the changes are required including, if applicable, an itemization of labor, overhead, profit, materials, and costs of Subcontractors and any other information required to evaluate the Change Order. Additional information will be provided by Supplier upon the request of Qwest.

### **3.5 Notice that Contract Sum may be Exceeded.**

Supplier shall immediately notify Qwest in writing whenever it has reason to believe that the amount to be billed to Qwest during the next 45 calendar days of the Project, when added to all amounts previously billed to Qwest in connection with the Project, will exceed the Contract Sum set forth in the Order, as modified by any Change Order. Supplier shall include in the notice the estimated amount of additional funds needed to continue performance to completion along with a detailed rationale for the additional funds. Supplier shall not perform the additional hours of Services that will require the additional funds unless authorized in writing by Qwest in advance. Unless specifically agreed to in writing by Qwest in the Order or a Change Order, Supplier may not perform any Services that will cost more than is indicated in the Order or Change Order.

## **4. COMPLETION DATE.**

### **4.1 Completion Date.**

Supplier shall complete the Project by the Completion Date set forth in the Order. If Supplier fails to complete the Project by the Completion Date, Qwest may at its option immediately terminate the Order and r complete all or any part of the Project itself (by using its own employees or by hiring another contractor) and bill Supplier for all related costs.

### **4.2 Sufficient Personnel / Notification and Correction of Non-Compliance with Completion Dates.**

Supplier will furnish a sufficient quantity of materials, tools, equipment and qualified personnel, and shall work such hours, including night shifts and overtime operations, as may be necessary to ensure completion of the Project by the Completion Date. Should the progress of the Project appear to Qwest to be inadequate to ensure completion by the Completion Date, Supplier will, within 7 calendar days after notice from Qwest, take appropriate steps to put the Project back on schedule. Should Supplier fail to institute appropriate measures, in Qwest's reasonable judgment, within such 7 calendar day period, or should the measures taken fail to put the Project back on schedule, Qwest may, but will not be required to, supplement Supplier's materials, tools, equipment and/or forces with other materials, tools, equipment and/or forces and bill Supplier for all related costs. Supplier will coordinate and work together with such forces, materials and/or equipment. Qwest's use of such supplemental materials, tools, equipment and/or forces will not excuse Supplier from performing all of its obligations under the Order.

### **4.3 Supplier Notification and Procedure for Adjusting Completion Date.**

- (a) Subject to the provisions of the Section titled "Notices" of the General Terms and Conditions, Supplier shall give Qwest's Representative notice within 5 calendar days after the happening of any event (including, a realization of need by Supplier) that may cause Supplier to request an extension of the Completion Date.
- (b) Within 10 calendar days after the happening of such event (unless the Completion Date is less than 20 calendar days away, in which case 5 calendar days after the happening of such event), Supplier shall provide Qwest's Representative with a written statement supporting Supplier's request, which statement shall include Supplier's estimate of any extension in the Completion Date needed. If requested by Qwest's Representative, Supplier shall substantiate its request with

payroll documents, paid invoices, receipts, records of performance, and other documents reasonably satisfactory to Qwest's Representative. Supplier will continue the Services during the time that the request for an extension of the Completion Date is pending. Qwest shall not be obligated to grant to Supplier any adjustments in the Completion Date. The Completion Date shall not be extended unless expressly agreed to by Qwest in writing. Any decision to grant an extension of the Completion Date will be at Qwest's sole discretion.

## **5. INVOICES AND PAYMENTS:**

In addition to the terms and conditions in the Section titled "Invoices and Payments" in the General Terms and Conditions, the following terms and conditions apply to the Project performed under these Specific Terms and Conditions:

### **5.1 Amounts to be paid for Project.**

Subject to Qwest's acceptance of the Project, Qwest agrees to pay Supplier the Contract Sum, based on the rate schedule contained in the Order or as set forth in the Order (the "Rates") plus applicable sales and use taxes, in accordance with the payment terms set forth below. The Contract Sum may only be modified by a Change Order.

### **5.2 Rates.**

The Rates include compensation for all costs incurred by Supplier including: direct and indirect labor costs; materials, supplies and equipment; office tools and equipment; bonds, fees and insurance; payments to Subcontractors and/or materialmen; taxes; and employee benefits. The Rates do not include (although all such amounts, when included with the Rates, will not exceed the Contract Sum) transportation, lodging and meal expenses for travel approved in writing by Qwest in advance and required because Supplier's employees necessarily are away from their residences overnight performing the Services. Upon request by Qwest, Supplier will provide an explanation of its Rates including Supplier's profit margin, wages, salaries, benefits, insurance costs, equipment, motor vehicles, tools, and materials used.

### **5.3 Progress Payment; Invoices.**

Supplier will be paid in a single lump sum for the completed Project in accordance with the terms of the Construction Documents. If the Order specifies that progress payments will be made, Qwest will make progress payments after receipt from Supplier of monthly invoices showing the Services performed and materials provided during the month covered by the invoice.

Supplier will submit to Qwest an invoice within 30 calendar days after completion of the Project or, if progress payments are permitted, no more frequently than monthly (each an "Invoice"). All Services performed (including materials supplied) by Supplier that are indicated on an Invoice will be priced in accordance with the Order, as modified by any Change Order or otherwise as agreed to in writing by Supplier and Qwest. Supplier shall submit with each Invoice any reports, forms and supporting data (such as copies of invoices from Subcontractors and/or materialmen) reasonably requested by Qwest. Any materials supplied by Supplier will be listed as separate line items on the Invoice and the cost and tax for each item will be broken out. Upon request by Qwest, Supplier will provide to Qwest an original and /or copy of a receipt for all materials included on an Invoice. Language included or inserted on an Invoice or on any other document submitted by Supplier with an Invoice that conflicts with the terms and conditions contained in the Order will not be binding and is null and void.

### **5.4 Payment of Invoices.**

If Supplier submits an Invoice in accordance with this section and the Invoice is undisputed by Qwest, Qwest will pay the Invoice, less any Retainage, within the time period set forth in the Section of the General Terms and Conditions titled "Payment Due Date; Acceptance of Payment."

### **5.5 Retainage Amount.**

Unless otherwise stated in the Order, the Retainage will be 10%.

## 5.6 Correction of Services.

If Qwest disputes the Invoice for any reason including:

- (a) unsatisfactory performance or prosecution of the Services by Supplier or defective Services;
- (b) liens or claims filed or reasonable evidence indicating possible filing of claims;
- (c) failure of Supplier to make payments promptly to any Subcontractor for labor, materials or equipment; or
- (d) improper Invoice,

Qwest will notify Supplier of the problem, which notification will describe the problem in enough detail for Supplier to correct the problem and will contain a date by which Qwest would like the problem corrected.

Supplier will, at its own expense, remedy any defects in the Services and pay for all damages resulting from the defects, including, additional testing, inspections, compensation for services, and expenses of Qwest made necessary by the nonconforming Services within the time period set forth in Qwest's notice. This procedure will be repeated until Qwest finally approves or disapproves the Invoice in its sole discretion. Any final disapproval of an Invoice by Qwest will constitute a breach of the Order by Supplier. If Supplier fails to remedy the nonconforming Services within the time period set forth in Qwest's notice, Qwest shall have the right but not the obligation to remedy the Services, or have another contractor remedy the Services, and bill Supplier for the cost of correction.

## 5.7 Waiver of Claims.

In no event will Supplier be compensated for more than the Contract Sum, as modified by any Change Order. Supplier will bring any claim for amounts Supplier claims are due and owing from Qwest within 1 year after the issuance of the relevant Invoice. Any claim(s) not brought by Supplier within this 1 year period will be waived.

## 5.8 Final Invoice.

Upon completion of the Project, Supplier will notify Qwest in writing that the Project is complete and will deliver to Qwest a final Invoice for the Project (the "Final Invoice"). Each Final Invoice (which shall be the only Invoice in the case progress payments are not made) shall include:

- (a) A Lien Waiver covering all Services included in the Project, including that of all Subcontractors (including without limitation suppliers of materials);
- (b) Printed or typewritten operating, servicing, maintenance and cleaning instructions for all Services, included in the Project, including individual items of equipment and system operation and maintenance;
- (c) Records specified by Qwest including record drawings, other drawings, red-lined prints and as-built drawings, if applicable, on paper and electronically in AutoCAD format;
- (d) A written description of the sequence of controls for all electrical systems;
- (e) A bill of materials showing all materials incorporated in the Project;
- (f) A reconciliation of all Invoices delivered by Supplier to Qwest in connection with the Project, if applicable;
- (g) An Invoice for the net remaining Retainage as applicable;
- (h) An affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Services for which Qwest might be responsible or Qwest's property might be encumbered have been paid or otherwise satisfied;
- (i) Training of Qwest's designated employees in the operation of the electrical and other systems;
- (j) Each written warranty with respect to the Project and assignment thereof, certificates of inspections, and bonds for Qwest's review;

- (k) Written evidence that all performance tests required in connection with the Project have been successfully completed;
- (l) Certificate(s) of occupancy, if required;
- (m) Certification by Supplier that the Project has been completed in accordance with the Order;
- (n) All other deliverables required in the Order as modified by any Change Order; and
- (o) Consent of the surety, if any, to final payment.

**5.9 Process for Approval of Final Invoice.**

Upon receipt of the last of the items set forth in the previous subsection, Qwest will inspect the Project. The process for payment of the Final Invoice will be the same as that set forth above for other Invoices.

**5.10 Payment Claims.**

Supplier warrants that no Payment Claims will be filed or maintained by it, its Subcontractors or any other third party against any Qwest equipment, real estate or other property, including property of third parties, on account of the Services. Qwest reserves the right, before making any payments or at any other time, to require Supplier and any Subcontractor to furnish a Lien Waiver. Any failure by Supplier or its Subcontractor to submit a Lien Waiver requested by Qwest will be a breach of the Order.

**6. ADDITIONAL DUTIES OF SUPPLIER:**

**6.1 Representatives.**

Supplier will supervise and direct the Services using Supplier's best skill and attention. To that end, Supplier will keep on the Site a competent superintendent (to be on the Site full time if so specified in the Construction Documents) that is capable of communication in English and any necessary assistants, all of whom shall be satisfactory to Qwest. Supplier will not replace any superintendent approved by Qwest without the prior written approval of Qwest. The superintendent will represent Supplier, and communications given to the superintendent will be as binding as if given to Supplier or Supplier's Representative. The superintendent may also be Supplier's Representative. Qwest shall have the right, but not the duty, to enter upon any location where Services are being performed to conduct inspections of the Services at any time to ensure compliance with the Order.

**6.2 Materials Provided.**

Materials provided by Supplier will be new and strictly of the type, manufacturer and quality specified by Qwest. Supplier will be responsible for the security of all materials received by Supplier, whether or not received from Qwest and whether located on the premises of Supplier, Qwest or otherwise. Supplier will be responsible for obtaining and providing to its employees and Subcontractors training on the proper use and installation of all materials, whether supplied by Supplier or Qwest.

**6.3 Coordination.**

Supplier will coordinate the Services with Qwest's Representative and will work with Qwest's Representative to establish acceptable communication lines. Supplier shall promptly respond to all concerns, issues and questions raised by Qwest's Representative.

**6.4 Acts and Omissions.**

Supplier will be responsible to Qwest for acts and omissions of Supplier's employees, its Subcontractors, their agents and employees and any other persons performing portions of the Services on behalf of Supplier.

**6.5 Inspection.**

Supplier will be responsible for inspection of portions of work already performed on the Site to determine that such portions are in proper condition to receive Service to be performed by Supplier.

## **6.6 Maintenance of Site.**

Supplier will confine the Services to areas permitted by law, ordinances, permits and the Order and will not unreasonably encumber the Site with materials or equipment. Supplier will keep the Site and surrounding area free from accumulation of waste materials or rubbish and will remove all waste materials, rubbish and any combustibles on a daily basis. Upon completion of the Service, Supplier will remove all waste materials, rubbish, Supplier 's tools, construction equipment, machinery and surplus materials from the Site. If Supplier fails to clean up the Site as required in this subsection, Qwest may do so or hire another contractor to do so and bill Supplier for the cost of cleanup.

## **6.7 Access.**

Supplier will provide Qwest access to the Project, in preparation and progress, wherever located.

## **6.8 Compliance with Policies.**

Supplier will comply and shall cause its employees, agents and Subcontractors and their respective employees and agents to comply, with all Qwest rules and regulations pertaining to the Site, and all amendments or supplements thereto, including without limitation rules regarding cellular telephone use. Supplier also will comply and will cause Supplier 's employees, agents and Subcontractors and their respective employees and agents to comply with all health and safety directives issued by Qwest while present at the Site, which will be made available by Qwest, including the following sections of the Qwest Fire Life Safety Policy (QFLSP):

No smoking policy

QFLSP-D1 "Fire Protection during Construction"

QFLSP-E3 "Fire Stopping Requirements"

QFLSP-A6 "Fire Protection Impairment Program"

## **6.9 Methods and Procedures.**

When directed by Qwest, Supplier will prepare, submit and have approved by Qwest a MOP that will include detailed work processes, time frames, and responsibilities. Supplier will comply with the approved MOP and shall cause its 's employees, agents and Subcontractors and their respective employees and agents to comply with the MOP.

## **6.10 Emergency Contacts.**

Supplier will maintain and provide to Qwest in connection with the Project an emergency contact list with names and phone numbers for both business and non-business hours. In the event Qwest experiences an emergency situation impacting service or safety, Supplier will respond and shall cause its 's employees, agents and Subcontractors and their respective employees and agents to respond in an expedited manner to assist Qwest in recovering from emergency condition.

## **6.11 Disaster Recovery.**

In the event of a major disaster, Qwest may request Supplier to respond, mobilize, and assist in disaster recovery at Qwest's premises or property outside Supplier 's normal work area.

## **6.12 Quality Control Program.**

Supplier will have in place an effective quality control program as necessary to ensure that all Services are completed in compliance with the Construction Documents and the other Specifications. Supplier will submit its quality control program manual to Qwest for review or information, if requested.

## **6.13 Technical Standards.**

When working in Qwest facilities, Supplier will be required to follow applicable Qwest Technical Standards referenced in the Construction Documents or elsewhere in the Order including applicable National Electric Codes and local codes. Supplier will comply with the standards and requirements in the most current version of Technical Publication 77350, 77351, 77385, 77355, and Qwest Publication PRD-00425. All employees, agents or Subcontractors of Supplier doing Services in a Qwest Central Office

shall have successfully completed any certification process required by Qwest from time to time. Certification includes, but is not limited to, a test based on Customer Technical Publication 77350 for installation and testing and Customer Technical Publication 77385 for engineering, as these publications may be revised from time to time. These publications may be accessed at <http://www.qwest.com/techpub>.

#### **6.14 Use of Information.**

No information or material provided to Supplier in connection with the Services may be used in connection with any other job or project, even if such job or project is for Qwest or its affiliates, without the prior written consent of Qwest's Representative.

#### **6.15 Interface Specifications.**

Upon request by Qwest during the Project or within 3 years following its completion or termination of the Order, Supplier will provide to Qwest interface specifications describing the electrical, functional, physical and software interfaces of Purchases. Compatibility information that is proprietary and confidential information of Qwest will be treated as Confidential Information. If any Purchases contain, provide or involve a protocol that will be present at a Qwest network interface, and which technology is proprietary to Supplier, Supplier hereby grants to Qwest an unrestricted, perpetual, royalty-free right and license to utilize such technology in conjunction with the Purchases.

### **7. USE OF SUBCONTRACTORS:**

#### **7.1 Submission of Subcontractor List.**

Supplier will submit to Qwest a list of all proposed Subcontractors prior to the execution by Supplier of any subcontractor agreement. Qwest will have 10 calendar days after receipt of Supplier's list of proposed Subcontractors to reject all or any proposed Subcontractors. Any proposed Subcontractor not rejected by Qwest within such 10 day period will be deemed to have been accepted. Any acceptance or rejection of a proposed Subcontractor by Qwest will not relieve Supplier of responsibility for the Services.

#### **7.2 Changes to Approved Subcontractors.**

Supplier shall not change a Subcontractor previously approved by Qwest without the prior written permission of Qwest.

#### **7.3 Review of Bids.**

Qwest shall have the right, but not the obligation, to review all bids, submittals, or other proposals made to Supplier by any Subcontractor, whether successful, responsive, or utilized in the performance of the Services.

#### **7.4 Contracts with Subcontractors.**

To the extent of the Services performed by a Subcontractor, all provisions of the Order that apply to the Services being performed by the Subcontractor will apply to the Subcontractor with the same force and effect as they apply to Supplier. Each subcontractor agreement will be in writing and will preserve and protect the rights of Qwest under the Order so that the subcontracting of the Service to be performed by the Subcontractor will not prejudice such rights. Supplier will make available to each proposed Subcontractor, prior to entering into a subcontract, copies of the relevant portions of the Order (including, in every instance, a copy of the Construction Documents); provided, that Supplier is not required to provide to any Subcontractor the financial terms of the Order. Supplier will require in each subcontract that, to the extent of the Service to be performed by the Subcontractor, the Subcontractor agrees to be bound by and to comply with all terms and conditions contained in the Order that apply to the Services being performed by the Subcontractor (including, by specific reference, all change order, subcontractor, indemnification, confidential information, offset, compliance with laws, limitation of liability, dispute resolution, safety, hazardous materials, insurance, warranty, inspection and audit provisions contained in the Order) and that the Subcontractor assumes all obligations, liabilities and responsibilities under the Order jointly and severally with Supplier with respect to the Subcontractor's Services. No subcontracting of any of the Services will release Supplier from any of its obligations contained in the Order.

## 8. ADDITIONAL WARRANTIES:

In addition to the representations and warranties contained in the General Terms and Conditions, the following warranties apply to the Services:

### 8.1 Correction of Services.

Supplier will promptly correct any Services identified as defective or incomplete pursuant to the Section of these Specific Terms and Conditions titled "Invoices and Payments" or any Services which fail to conform in any way to the requirements of the Order, whether observed before or after payment of the Final Invoice for the Project which includes the Services, and whether or not fabricated, installed or completed. Qwest will have up to 6 months from date of Project completion to inspect Supplier's work for compliance with the requirements of the Order and generally with defects.

### 8.2 Minimum 12 Month Warranty.

- (a) In addition to any other express or implied obligations and assurances under the Order, Supplier hereby warrants for a period of 12 months (or longer, if so provided by law, and to the extent provided by law) from and after the later of (i) the date of payment by Qwest of the Final Invoice for the Project, or (ii) the date that the defect was reasonably discoverable, that all labor, workmanship, components, materials and other parts of the Services in or covered by the Project will be free from defects in material and workmanship under normal use and service and will conform in all respects with the Order.
- (b) **Repair or Replacement.** Upon notice from Qwest, Supplier will immediately, at its own expense, repair, correct, or replace:
  - (i) any defective materials supplied by Supplier or any Subcontractor; or
  - (ii) any defects in the Services occurring during the warranty period whether observed before or after payment of the Final Invoice for the Services and whether or not the Services are already installed or completed.
- (c) **Additional Warranty Period.** Any repaired or replacement materials will have a warranty period equal to the greater of: (i) 1 year from the date of incorporation in the Services, or (ii) the remainder of the original warranty period.
- (d) **Payment of Costs to Remedy.** Supplier will pay all reasonable costs (including attorneys' fees, additional testing and inspection, and Qwest's own costs or compensation paid to third parties) incurred by or on behalf of Qwest in identifying a defect in Services or materials found to be the responsibility of Supplier.
- (e) **Non-Exclusive Remedy.** Establishment of the 12 month period in the subsection above relates only to the specific obligation of Supplier to correct the Services, and has no relationship to the time within which Qwest may seek to enforce Supplier 's obligations under the Order.

### 8.3 Correction by Qwest.

If Supplier fails to promptly correct nonconforming Services, Qwest may correct the Services itself or hire another contractor to do so and Qwest will be entitled to bill Supplier for the cost of correction, including all costs incurred by Qwest.

## 9. ADDITIONAL INDEMNIFICATION OBLIGATIONS OF SUPPLIER:

In addition to the indemnification provided in the Section titled "Indemnification" of the General Terms and Conditions, and subject to its procedures, Supplier will indemnify, defend and hold harmless Qwest (including its officers, directors, employees and agents) and its affiliates and customers from and against all suits, actions, fines, damages or claims of any character:

- (a) for any personal injuries or property damage received or sustained by any person or property arising in whole or in part from the acts or omissions of Supplier, its Subcontractors and/or their respective officers, employees, agents or affiliates in the performance of Services;
- (b) because of any actual or alleged act or omission of Supplier, its Subcontractors and/or their

respective officers, employees, agents or affiliates;

- (c) under the Workers Compensation Act, or any other law, regardless of whether such injuries or damages are caused in part by the negligence of the parties indemnified hereunder; and
- (d) in connection with any breach or default by Supplier of the Order.

Supplier will reimburse any indemnified party for any and all costs, settlements, judgments, or expenses incurred by them in defending or investigating any such claim, including attorneys' fees, expert witness fees, investigative and court costs.

**10. ADDITIONAL INSURANCE REQUIREMENTS:**

In addition to the requirements in the Section titled "Insurance" in the General Terms and Conditions, and subject to the procedures set forth therein, Supplier shall carry and maintain the insurance coverage listed below if the Services involve electrical work on systems above 400 volts, making live connections, or high pressure steam or refrigerant chiller/boiler work.

**10.1 Commercial General Liability Insurance.**

Commercial general liability insurance covering claims for bodily injury, death, personal injury and property damage arising out of the performance of the Order, including coverage for independent contractor's protective liability (required if any Services will be subcontracted), premises-operations, products/completed operations, and contractual liability with respect to the liability assumed by Supplier under the Order. Such insurance will include (a) underground hazard coverage (commonly referred to as "U" coverage) if the Services involves below ground work, (b) explosion hazard coverage (commonly referred to as "X" coverage) if the Services involves blasting, and (c) collapse hazard coverage (commonly referred to as "C" coverage) if the Services may cause structural damage due to excavation, burrowing, tunneling, caisson work or under-pinning. The limits of insurance will not be less than:

Each Occurrence	\$2,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

**10.2 Umbrella or Excess Liability Insurance.**

Umbrella or Excess Liability Insurance written on an occurrence form in an amount not less than \$5,000,000 each occurrence and \$5,000,000 aggregate is required.

**11. SURVIVAL:**

The provisions of these Electrical Specific Terms and Conditions regarding "Additional Warranties," "Additional Indemnification Obligations of Supplier" and all others that by their sense and context are intended to survive the expiration of the Order will survive.