

Submitted to Applicant by _____



General Conditions for Underground
Electric Distribution, Service Systems
Construction and Gas Trench

PROJECT WORK ORDER NUMBER AND PROJECT TITLE

CONSTRUCTION / TRENCH INSPECTIONS

PH: _____

MARK-OUT 1-800-227-2600

NOTICE

**ALL WORK DONE PURSUANT TO THE ATTACHED MUST BE
ACCOMPLISHED IN COMPLIANCE WITH THE FEDERAL AND
STATE OF CALIFORNIA OCCUPATIONAL SAFETY AND
HEALTH ACT.**

ONE COPY TO BE KEPT AT PROJECT SITE

- 1.0 SCOPE OF GENERAL CONDITIONS
- 2.0 DEFINITION OF TERMS
- 3.0 CONTRACT DOCUMENTS
- 4.0 INSPECTION OF WORK AND INTERPRETATION OF CONTRACT DOCUMENTS
- 5.0 SDG&E'S RIGHT TO DO WORK
- 6.0 SCHEDULING
- 7.0 SURVEY AND EASEMENTS
- 8.0 PAVEMENT REMOVAL AND REPLACEMENT
- 9.0 EXCAVATIONS
- 10.0 INSTALLATION OF CONDUIT
- 11.0 BACKFILL AND COMPACTION
- 12.0 SUBSTRUCTURES
- 13.0 CABLE INSTALLATIONS (NEW)
- 14.0 SAFEGUARDS
- 15.0 CHANGES IN WORK
- 16.0 PHASING FOR ENERGIZING
- 17.0 DRAWINGS AND PRINTS
- 18.0 RELATIONSHIP OF PARTIES
- 19.0 FINAL ACCEPTANCE
- 20.0 WARRANTY
- 21.0 PERMITS AND LICENSES
- 22.0 INDEMNITY
- 23.0 PUBLIC RELATIONS
- 24.0 UNION LABOR IF APPLICABLE
- 25.0 RISK OF LOSS OR DAMAGE
- 26.0 NO WAIVER
- 27.0 NO ORAL MODIFICATIONS

28.0 CAPTIONS: INTERPRETATION

29.0 COUNTERPARTS

30.0 NOTICE OR DEMAND

1.0 SCOPE OF GENERAL CONDITIONS

These General Conditions apply to new underground electric facilities and gas trench where the facilities are being installed by an Applicant or its contractor for use by SDG&E.

2.0 DEFINITION OF TERMS

- 2.1 "Agent" - Persons authorized to act for or represent the Applicant or SDG&E.
- 2.2 "Applicant" - The party or parties contracting with SDG&E to construct underground facilities and to perform work as described in these General Conditions.
- 2.3 "Contract Documents" – These General Conditions, SDG&E Standards, and any other contracts, drawings, permits or papers pertaining to Applicant's construction of underground electric facilities and gas trench.
- 2.4 "Day or Days" - SDG&E normal working days (Monday through Friday) unless otherwise specified.
- 2.5 "Excavation" - Trenching, boring, and removal of soil required for the installation of substructures, all necessary backfilling (including required imported backfill material and removal of trench spoil) and acceptable surface as required by the local governing authority(ies).
- 2.6 "Final Acceptance" - SDG&E's acceptance of all work performed by the Applicant.
- 2.7 "Final Grade" - The grade after paving and landscaping are completed.
- 2.8 "Finish Grade" - The grade shown on plans.
- 2.9 "Improvements" – Alterations to ensure protection of SDG&E facilities and provide verification of finish grade, as required by SDG&E and/or the local governing authority. Improvements include, but are not limited to, curbs, sidewalks, berms, barricades, bridle or pedestrian paths, raised planters or parking lot berms in residential, commercial, manufacturing, or industrial projects, when adjacent to SDG&E's facilities.
- 2.10 "Inspector" - The SDG&E employee assigned to inspect and accept, or reject work, on the basis of compliance, or lack thereof, with the Contract Documents.
- 2.11 "Issued and Released" - The status representing that the specifications for the work have been issued to the SDG&E Construction Department and all related holds (monies, contracts, Right of Ways, etc.) have been removed.
- 2.12 "Project Coordinator" - The SDG&E employee assigned to coordinate projects through construction. The Project Coordinator will work with the SDG&E Inspector and Applicant to coordinate the scheduling of SDG&E crews.
- 2.13 "SDG&E" - San Diego Gas & Electric Company (including its contractors, subcontractors, employees, representatives or agents).
- 2.14 "SDG&E Standards" - SDG&E Gas and Electric Construction Standards, including SDG&E's "Service Guide" (available upon request).
- 2.15 "Specifications" - The construction drawings (including any revisions, supplements or SDG&E approved field changes) furnished to the Applicant detailing the work to be performed.

- 2.16 "Substructures" - Includes, without limitation, manholes, handholes, vaults, pads (for transformers, terminators or fuse cabinets), grounding grids and other structures needed to accommodate cables, connections, transformers and appurtenances.
- 2.17 "Vault Book" - SDG&E transformer vault specifications.
- 2.18 "Work" or "work" - All labor and the furnishing and installing of all material and equipment necessary to accomplish all the duties and obligations of the Applicant imposed by the Contract Documents.

3.0 INTERPRETATION OF CONTRACT DOCUMENTS

- 3.1 These General Conditions and all Contract Documents are binding on Applicant and SDG&E, and the Applicant must be thoroughly familiar with them. Technical trade terminology shall retain well known meanings. All Applicant Work responsibilities and any work reasonably inferred necessary to accomplish the Work must be supplied by the Applicant. Specified dimensions (except as provided in section 15.0) will govern. Work not specified but reasonably inferred shall be performed in the same manner as similar Work specified. Specific details take precedence over general details in the manner of construction.

4.0 INSPECTION OF WORK

- 4.1 All work and materials must be of SDG&E approved manufacture class or grade as specified in the Contract Documents. It is the Applicant's responsibility to thoroughly familiarize itself and all of its Agents with the contents of the Contract Documents and to accurately advise SDG&E of its construction schedule. SDG&E will be represented in the field by its Inspector, and all work and material shall be subject at all times to inspection by the Inspector.
- 4.2 Inspections are required in accordance with the requirements of the Contract Documents. Applicant is required to call the number on the cover sheet of these General Conditions for inspection of its work by 2:30 p.m. at least one workday prior to the date inspection is requested. The Inspector will inspect each completed stage of Applicant's work including: trenching, substructure installation, conduit installation, backfill, compaction, and cabling. As each stage is completed, the Inspector will approve it. If SDG&E crews are needed, they will be dispatched as available after the Inspector has verified that the Applicant has satisfactorily performed its portion of the work. No stage of construction will be considered complete without approval from the Inspector.
- 4.3 Any workmanship or material supplied by the Applicant that does not meet the criteria specified in the Contract Documents may be rejected by the Inspector, whose decisions are final and conclusive. The decision of SDG&E is final as to all matters of interpretation concerning the Contract Documents.
- 4.4 Any workmanship or material rejected by the Inspector must be replaced by Applicant at Applicant's expense. Inspections and Final Acceptance does not relieve the Applicant of its obligation to complete the work in accordance with the Contract Documents.

5.0 SDG&E'S RIGHT TO WORK

If the Applicant fails to perform the work in accordance with the Contract Documents, after seven days' notice to Applicant regarding such failure, if Applicant fails to cure such non-conformance, or such non-conformance threatens the health and safety of persons or property, SDG&E may take over and finish the Applicant's work or may correct any defects at the Applicant's expense. If SDG&E is unable to collect reimbursement for its cost of work after 30 days from completion of the work, the actual cost may be deducted from Applicant's refundable monies on deposit with SDG&E.

6.0 SCHEDULING

After receipt of written notification from SDG&E that construction orders have been released and issued, the Applicant shall immediately advise SDG&E of the construction schedule for the Work, arrange a pre-construction meeting with the Project Coordinator and verbally confirm the start date two working days in advance of trenching.

- 6.1 All work by Applicant shall be coordinated with SDG&E in a manner that will permit SDG&E or its Agents to perform its work without delay and in an efficient manner throughout the period of construction without being required to reschedule its construction forces after starting the field installation.
- 6.2 The Applicant understands that trenching and backfilling must be coordinated with the installation of facilities such as gas piping and/or equipment by SDG&E. The Applicant shall contact the Project Coordinator to avoid SDG&E construction schedule delays. The Inspector will specify the amount of clear open trench for SDG&E work. Inspections and SDG&E construction work will be scheduled during normal business hours. The Applicant shall continue trenching to allow the Work to be completed in an efficient manner. Joint trench agreements with other underground utilities must be approved by SDG&E before the start of construction and coordinated to avoid conflicts between construction forces.
- 6.3 The Applicant should call Underground Service Alert (1-800-277-2600) for mark-out two working days before trenching. The Applicant must locate all existing facilities before construction and protect them throughout the construction period. Gas and electric facilities will not be installed until all wet utilities have been installed and backfilled. Pressurized sprinklers and irrigation lines installed after SDG&E's facilities must maintain the minimum clearances specified in SDG&E Standards.
- 6.4 Applicant shall report to Project Coordinator any damage to any facilities resulting from the construction and shall file a complete written report with SDG&E of the surrounding circumstances within 24-hours of the incident or by the end of the next working day.

7.0 SURVEY AND EASEMENTS

The Applicant is responsible for establishing and maintaining alignment and finish grade for SDG&E substructures and trenches throughout the performance of the Work. SDG&E will survey, obtain easements and stake trench positions when easements dictate a definite route on private property, or in a dedicated street position.

8.0 PAVEMENT REMOVAL AND REPLACEMENT

- 8.1 Applicant agrees that when trenching or excavating in paved streets or sidewalks, all cutting, removal and replacement of pavement or concrete shall be performed by methods which meet the requirements of all governmental authorities having jurisdiction, and Applicant is fully responsible for complying with any such requirements.
- 8.2 Applicant agrees that any curtailment or rerouting of traffic necessitated by Applicant's work within streets or sidewalk areas shall be coordinated with all governmental authorities having jurisdiction.

9.0 EXCAVATIONS

- 9.1 Excavations for substructures shall be made to such dimensions and grade lines as are necessary to perform the Work shown by Specifications and to a depth that will provide the ground coverage between the top of the conduit entering the substructures and finish grade as prescribed in the SDG&E Standards. Applicant shall verify in writing that all substructures are set to finish grade prior to backfilling. The Applicant will maintain finish grade stakes for all four corners of all substructures until final backfill and compaction has been completed and accepted by Inspector. Should any adjustments to substructures be required due to

variations in final grade not previously submitted to SDG&E, all costs for adjustments made by SDG&E will be borne by the Applicant.

- 9.2 Trenches shall be excavated in accordance with location and alignment shown on the Specifications and to provide minimum width and depth necessary to install the substructures, electric lines or gas pipe as specified in SDG&E Standards.
- 9.3 The bottom of all excavations and trenches shall be free of rocks, dirt clods and pockets and shall be graded with a base so that sags will not occur in any conduit or gas pipe placed therein as specified in the Specifications and SDG&E Standards.
- 9.4 Any excavation made to an incorrect depth shall be adjusted to the correct depth and thoroughly compacted by Applicant in accordance with the compaction requirements in the SDG&E Standards.
- 9.5 Where excavations occur in soil, which is, in the opinion of the Inspector, unstable and unsuitable for adequately supporting the conduit, gas pipe or substructures, reinforcement shall be required and constructed to accommodate the individual case as determined by SDG&E.
- 9.6 The Applicant shall not place excavated soil where it would pose a hazard to pedestrian or vehicular traffic or interfere with the installation of SDG&E facilities. The Applicant is responsible for the disposal of all excess soil.
- 9.7 If SDG&E encounters hazardous or toxic material while performing construction on the project, SDG&E will halt work immediately, and it will be the Applicant's responsibility to remove and or clean up all hazardous toxic material. SDG&E has no liability or obligation whatsoever to clean up, remove or remediate any hazardous or toxic materials discovered during the course of construction, unless the material was deposited or exacerbated by the negligence of SDG&E.
- 9.8 The location of any excavation is subject to change as necessitated by conflicts, obstacles, or field conditions revealed by actual examination during construction. Applicant will pay any additional trenching, excavation, backfill, compaction, pavement replacement or other costs required by such changes in location.
- 9.9 When padmount equipment is to be installed in a location that requires equipment barriers or retaining walls, Applicant shall install them in accordance with SDG&E Standards.
- 9.10 Retaining walls may be used as an acceptable alternative to establishment of proper grade. They shall be provided and installed at Applicant's expense per SDG&E Standards. If retaining walls are required for any reason during the warranty period, they also shall be provided and installed at Applicant's expense.

10.0 INSTALLATION OF CONDUIT

THE FOLLOWING PROVISIONS APPLY TO APPLICANT'S INSTALLATION OF CONDUIT:

- 10.1 Conduits shall be installed in the trench in the alignment shown on the Specifications and all material used shall be those specified in SDG&E Standards.
- 10.2 On approval of Inspector, ground cover may be reduced where the specified minimum ground cover cannot be obtained in crossing over storm drains, foreign substructures, or other obstacles.
- 10.3 Extreme care shall be exercised to ensure that foreign matter does not enter the conduits during installation, or at any other time thereafter.

- 10.4 When required or shown on the Specifications, cable pole conduits shall be SDG&E approved and installed per SDG&E Standards, unless Applicant is otherwise specifically instructed by the Inspector.
- 10.5 Manufactured horizontal bends in the conduit shall be installed according to SDG&E Standards. Should field conditions warrant a lesser radius, the Applicant shall obtain SDG&E approval in writing.
- 10.6 All concrete, unless otherwise permitted by Inspector, shall be ready mixed and must meet the requirements of SDG&E Standards.
- 10.7 The installation of conduit by Applicant must be coordinated with SDG&E or its Agent to permit the installation of substructures and any conduit which may be installed by SDG&E. After the substructures are placed in position, the conduits will be terminated in the substructure per SDG&E Standards.
- 10.8 Service conduit stubs must be extended and marked three feet beyond the substructure or retaining wall according to SDG&E Standards.
- 10.9 Any trench or excavation of 5 feet or more in depth, which will be entered by SDG&E employees, requires spoil to be placed a minimum of 24 inches from edge of excavation. Depths of less than 5 feet require a minimum clearance of 12 inches. Shoring or sloping may be required in depths less than 5 feet and is required for depths 5 feet or more (OSHA).
- 10.10 Gas and electric facilities in conflict with construction must be shown on plans provided by Applicant and SDG&E must be notified of such conflicts prior to the Applicant commencing trenching. The Applicant is responsible for securing and paying for a Standby Lineman as required by Applicable Laws pursuant to such Work, including CalOSHA requirements regarding Work in proximity to energized lines.
- 10.11 Street light circuits, CATV and telephone positions must be verified by the Applicant with each serving agency and installed to their specifications in addition to SDG&E Specifications. Any conflicts must be brought to SDG&E's attention promptly.
- 10.12 Each run between substructures, pads, customer's service, risers, etc., shall be one size conduit run continuously, i.e., no reducers are allowed except where the conduit enters the substructure or above the ground level on a riser pole. Any deviations must be approved by SDG&E in writing.
- 10.13 All plastic conduit shall comply with SDG&E Standards, identified by manufacturer's marking, and be verified that it is an approved conduit. Conduit found to be defective or not on SDG&E's approved supplier's list is not acceptable.
- 10.14 Installation of electric conduits with concrete substructures must be coordinated with SDG&E. All conduits shall enter a substructure in a horizontal plane, using bottom set of knockouts first, exception being a 3315, 3316 and 3324 manhole in which part of the job package are pages showing conduit placement to assure correct cable training and connections. Conduits shall be terminated in substructures per SDG&E Standards. Open conduit ends shall be sealed during construction to prevent contamination inside conduit. Conduits must be watertight and mechanically sound at entry point.
- 10.15 Core boring can only be authorized by SDG&E to insure against structural damage. All work must be performed per SDG&E Standards. Conduits used with core boring must be grouted.
- 10.16 Mandreling of conduit must be performed by the installer in the presence of SDG&E Inspector. The conduit installer must provide a 3/16-inch polypropylene pullrope in each conduit. The rope shall be approved by SDG&E and have a minimum average tensile strength of 720 lbs. Pullrope tails of 24 inches shall be secured at each end of the conduit.

11.0 BACKFILL AND COMPACTION

When Applicant's responsibility under the Contract Documents includes base, shading, backfill or compaction, the following provisions also apply:

- 11.1 Backfill, base and shading shall be made with materials and by methods which will meet the requirements of all applicable statutes, codes, ordinances and SDG&E Standards. It must be approved by SDG&E Inspector.
- 11.2 Compaction shall be performed in accordance with the requirement of the local governing authority and shall have a minimum of 90% relative compaction.
- 11.3 When gas piping is installed and not energized, shading will be done the same day, if practical, but not later than the following calendar day. Gas mains must be shaded and backfilled before they are energized. Gas services, when energized, must be covered during the same working day. During construction, new service lines must be made safe from normally anticipated hazards. Energized service lines left unattended must have a minimum of 12 inches cover on private property and 18 inches on public property. Completion of the backfill must be made in a timely manner.
- 11.4 Shading between the different levels of jointly used trench must be compacted with reasonable care to prevent damage to the facilities installed and must be compacted before proceeding with the next utility installation.
- 11.5 Soil filled sacks or redwood timber breakers must be installed across trenches as required by the Inspector in banks exceeding 25% slope. Water diversion berms must be cut diagonally across trenches and working strips on banks exceeding 35% slope. The Inspector may require cement slurry backfill on slopes as specified in SDG&E Standards.

12.0 SUBSTRUCTURES

12.1 GENERAL

Unless otherwise specified, all substructures and related hardware including, but not limited to, frames, covers, barrier posts, ladders, ground rods, ground grids and cable supports shall be provided and installed by Applicant's contractor responsible for installing the substructures and shall comply with SDG&E Standards and SDG&E Vault Books. All of the substructures and related hardware used must be approved by SDG&E. Such facilities will be installed at locations specified by the Specifications and in a manner prescribed by SDG&E Standards.

12.2 PRIMARY MANHOLES AND VAULTS

The location of conduit entrances or recesses and sumps shall be as shown in SDG&E Standards. Manhole or Vault entrances shall be installed as shown on the Specifications. Neck extensions shall be ordered with the manhole or vault and shall be adjusted to permit installation of the cover at final grade.

12.3 PRIMARY HANDHOLES

When Applicant's responsibility under the Contract Documents includes all or a portion of the substructures, Applicant shall adjust the top section and lid to Final Grade per SDG&E Standards. Conduits entering handholes shall be terminated in accordance with section 10.8.

Where any substructures are to be installed by SDG&E and Applicant is responsible for excavation, Finish Grade must be established within 3 inches before substructure can be set. The top section and lid shall be adjusted to Final Grade by SDG&E if less than a 3-inch adjustment is required. Applicant is responsible for maintaining the excavations for substructures for a period of five days. If SDG&E has not installed the substructures within the five-day period, SDG&E assumes responsibility for the excavation.

- 12.4 TRANSFORMER AND EQUIPMENT PADS AND SECONDARY HANDHOLES
Prior to the installation of substructures, Applicant must complete any required Improvements adjacent to these facilities, including barrier posts. Proper compaction and Final Grade must be established by Applicant and inspected by SDG&E for the transformer and equipment pads. Applicant must complete the required excavation for secondary handholes and site preparation for pads.
- 12.5 COMPLETION OF IMPROVEMENTS
Applicant must complete Improvements (including proper compaction, final grade, excavation and site preparation) adjacent to pads and secondary handholes prior to scheduling SDG&E crews for installation and energizing of facilities. If Improvements are to be installed in segments, a minimum of 10 feet of improvements fronting electric facilities is required before SDG&E will install or energize facilities. Any damaged substructure shall be replaced by the Applicant before the system is energized.

13.0 CABLE INSTALLATIONS

THE FOLLOWING PROVISIONS APPLY TO APPLICANT'S INSTALLATION OF CABLE:

- 13.1 It is Applicant's responsibility to protect the cable and other material furnished by SDG&E against damage. Cable pulling methods shall be subject to the approval of the Project Coordinator. If cable or associated materials are damaged, Applicant shall replace damaged section in a manner satisfactory to SDG&E at its own cost. All sections of cable that are damaged by the application of grips shall be discarded.

- 13.2 All cable ends shall be sealed to effectively prevent moisture from entering the cable.

13.3 HANDLING REELS

Inspection Applicant shall inspect each reel upon receipt to determine whether or not visible damage has occurred during transit and/or storage.

Loading and Unloading Reels shall be handled in such manner as to prevent smashing, nicking, cutting or other damage to the cable. When unloading reels from trucks, reels shall not be dropped to the ground or allowed to roll freely down ramps. Cranes or other equipment of adequate capacity shall be utilized, and care shall be taken to avoid damage to the cable or reels.

Final Inspection After removing lagging or other protective covering from reels, Applicant must examine outside layer of each reel to be sure that the cable is undamaged and that no nails, staples, or other sharp objects which would damage the cable during unreeling protrude on the inside of the reelheads.

Empty Reels Applicant must return all empty returnable reels prior to completion of the work as instructed by the Project Coordinator. Applicant must dispose of all empty non-refundable reels.

13.4 SPLICES

Unless otherwise directed, splices shall be made in accordance with SDG&E Standards.

The Project Coordinator shall be present when all primary splices are performed, and will reject those splices which do not comply with SDG&E Standards. Failure to notify the Project Coordinator is justification for rejection of the splices not performed in the Project Coordinator's presence.

The tools required for splicing the cable shall be furnished by Applicant and approved by SDG&E.

13.5 PROOF TESTING

All primary installations shall be proof-tested prior to permanent connection to the distribution system. The Project Coordinator shall be present during all proof testing. Failure to notify the Project Coordinator is justification for rejection of the tests not performed in the Project Coordinator's presence.

The devices and methods utilized by Applicant for proof testing shall depend upon the circuit configuration and type of equipment. Testing methods shall be in accordance with approved SDG&E Standards.

14.0 SAFEGUARDS

All material, work, traffic control and work areas shall comply with all applicable federal, state, and local laws, regulations, codes or rules as required to protect Applicant's and SDG&E's employees, the public, and workmen during the time of construction. Applicant shall take all steps to protect property adjacent to the construction project from damage resulting from Work performed hereunder.

15.0 CHANGES IN WORK

Modification of the Specifications may be made in writing by mutual agreement between the Applicant and SDG&E. Requests for changes shall be directed to Project Coordinator. Such changes may cause delays in construction and require an engineering fee and revisions to the Specifications. Costs resulting from Work changes are the Applicant's responsibility. Minor changes for adverse field conditions may be approved in writing at the job site by the Inspector to facilitate construction.

16.0 PHASING FOR ENERGIZING (Applies only when cabling is installed by SDG&E)

When SDG&E and the Applicant agree before the completion of the final Specifications, portions of the underground facilities may be phased for energizing before Final Acceptance provided the phasing does not delay completion of the entire project, SDG&E retains control of the energized portion, and the energized area is compatible with the system design and SDG&E's safety practices. Energizing portions of systems in no way relieves the Applicant of any of its duties.

17.0 DRAWINGS AND PRINTS

- 17.1 Applicant must at all times maintain a set of the current Specifications at the job site, and these will at all times be available for Inspection by the Inspector who shall have access thereto on request. Applicant must maintain at the job site any related project plans (e.g. alignment and finish grade of street improvements) approved by the governmental agencies having jurisdiction.
- 17.2 Prior to energizing, Applicant must provide as-built drawings of facilities installed by the Applicant or its contractor per SDG&E Standards.

18.0 RELATIONSHIP OF PARTIES

In assuming and performing the obligations of these Contract Documents, Applicant is acting as an independent contractor, and no joint venture, partnership or other form of business relationship is created between the parties. Applicant assumes full responsibility for the ownership, custody, and control of work and facilities to be constructed. All persons employed by Applicant in connection herewith shall be employees or contractors of Applicant. SDG&E's inspections, as well as any suggestions or objections made by SDG&E, shall not constitute or be construed as an exercise of management or supervision over the work, nor shall it be construed as acceptance of the work, or any part thereof, as it progresses, nor shall it limit or affect the right of SDG&E to reject any part or all of the work when completed in case the same does not conform to Contract Documents.

19.0 FINAL ACCEPTANCE

Final Acceptance by SDG&E will be made when Applicant has provided "as-built" drawings and satisfactorily completed all Work and Improvements as called for in the Contract Documents, including reconciliation of materials. SDG&E will notify Applicant in writing of Final Acceptance of the Work. Failure or neglect on the part of SDG&E to reject inferior work during the construction period shall not be construed to imply acceptance of such work nor to preclude its right to reject it. Applicant is required to correct all defects that become evident at any time prior to Final Acceptance of Applicant's Work by SDG&E. The cost of all such repairs, material, labor, and overheads will be borne by Applicant. Ownership, custody, and control of the work and facilities shall pass to SDG&E only upon Final Acceptance.

20.0 WARRANTY

Applicant expressly represents and warrants that all Work performed hereunder and all materials used in the Work are and will be free from defects of workmanship and conform to the Contract Documents. This warranty period shall commence upon Final Acceptance and end one year from that date. The Applicant must pay the actual cost to SDG&E for any breach of this warranty corrected by SDG&E (including labor, material and overheads). If SDG&E is unable to collect for the work after 30 days from completion, the actual cost may be deducted from the Applicant's refundable monies on deposit with SDG&E.

21.0 PERMITS AND LICENSES

The Applicant shall obtain and pay for all permits and licenses required by local governing authorities before starting any work. In the event any local governing authority imposes conditions which necessitate any changes in the trench or conduit system shown on the Specifications, the Applicant must not proceed with any Work affected by such conditions until SDG&E has completed the necessary redesign of construction drawings and new Contract Documents have been signed by SDG&E and the Applicant.

22.0 INDEMNITY

Applicant agrees to indemnify, defend, hold SDG&E, its employees, directors, shareholders, officers and agents harmless from any claims, demands, losses, liabilities or expenses (including attorneys' fees) for injury to or death of any person, penalties or fees associated with the violation of any law, rule, order, regulation, code, permit or license applicable to the performance of the Work, or damage to or destruction of any property, arising out of the performance of the work by Applicant or its contractors, agents, employees, or subcontractors, except where caused by the sole negligence or willful misconduct of SDG&E. For purposes of this indemnification, SDG&E's inspections, objections or comments will not be construed as an exercise of management or supervision.

23.0 PUBLIC RELATIONS

The Applicant shall perform the Work in accordance with good industry practices. Excess soil, litter and debris around the work area shall be removed during construction. Due precaution shall be observed to avoid damage to lawns, trees, shrubs, flowers, fences and other property. All nearby or affected landowners and tenants shall be notified in advance when Work interferes with their use of walks, driveways, roadways or entrances. Any disagreements, problems or adverse criticism in connection with the Work from area landowners, tenants, the general public or public officials shall be reported promptly to the Project Coordinator.

24.0 UNION LABOR IF APPLICABLE

If for any reason, any Work is performed by Applicant upon facilities that are at the time of work by Applicant, owned and maintained by SDG&E, Applicant agrees that such work shall be done in compliance with the terms and conditions of that amended Collective Bargaining Agreement between SDG&E and Local Union 465, International Brotherhood of Electrical Workers, or such other agreements as may be entered into between the Applicants' Contractor and bonafide unions of international organizations affiliated with the American Federation of Labor and Congress of Industrial Organizations or other bonafide labor organizations. Applicant is also required to comply with any applicable state or federal public work laws, statutes, regulations or other requirements.

25.0 RISK OF LOSS OR DAMAGE

Applicant must take proper care to protect, and avoid any loss or damage to, material and/or equipment furnished by the Applicant or by SDG&E until Final Acceptance. Any damage, injury or loss shall be repaired, corrected or replaced by the Applicant at its sole expense. If the Applicant fails to repair, correct or replace the Work, SDG&E may complete the Work and deduct such costs from any amounts due or to become due to Applicant.

26.0 NO WAIVER.

The failure of SDG&E to insist upon or enforce, in any instance, strict performance by Applicant of any of the terms or conditions of the Contract Documents, or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert, or rely upon any such terms or rights on any future occasion. No waiver shall be valid unless stated in a written notice issued pursuant to these General Conditions.

27.0 NO ORAL MODIFICATIONS.

No modification of any provisions of the Contract Documents shall be valid unless in writing and signed by duly authorized representatives of the parties. Representatives of the parties internally authorized to execute such documents pursuant to its corporate policies shall sign any revisions to the Contract Documents.

28.0 CAPTIONS; INTERPRETATION.

The captions in these General Conditions are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this document. The term "including" when used herein is by way of example only and will not be considered in any way to be in limitation. Whenever these General Conditions specifically refers to any law, rule, regulation, statute, code, tariff, or local governing authority, such reference also refers to any successor to such law, tariff or organization.

29.0 COUNTERPARTS.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument.

30.0 NOTICE OR DEMAND

Any notices or demand which may or must be given by either party to the other hereunder unless otherwise specified shall be made in writing and shall be deemed to have been duly given when delivered by personal service, or 24 hours after it is deposited for mailing at San Diego, California, by certified United States mail, postage prepaid, addressed as follows, or to such other place as the parties may hereafter in writing direct:

TO UTILITY:

San Diego Gas & Electric Company
P.O. Box 1831
San Diego, CA 92112-4150

Attention: _____

TO APPLICANT:

Address _____

Attention: _____

These General Conditions will become effective upon the last date of execution by duly authorized representatives of the parties listed below.

UTILITY: SAN DIEGO GAS & ELECTRIC COMPANY

BY: _____

TITLE: _____

DATE: _____

APPLICANT: _____

BY: _____

TITLE: _____

DATE: _____