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Consolidated Edison Company of New York, Inc. – Contract for Gas-related goods or services

ATTACHMENT NO. 1

CONTRACTOR: SAFEWAY CONSTRUCTION
ENTERPRISES INC

PURCHASE ORDER NO.: 4312302

BID COMPARISON:

\$1,300,018
\$1,297,519
\$1,811,051
\$1,843,572
\$3,404,079
\$3,788,734
\$1,827,102

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COMPASS Complex Service PO
4312302, 3
Proprietary and Confidential Page 1 of 52
Consolidated Edison Company of New York, Inc.
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES
Type **COMPASS Complex Service**
PO
Order **4312302**
Revision **3**
PO Approved Date **07/22/2014**
Revision Date **07/22/2014**
Buyer **David Blaut**
Supplier: **SAFWAY CONSTRUCTION ENTERPRISES INC**
COMPASS 54-60 44TH ST
MASPETH, NY 11378
UNITED STATES
Supplier
Contact:
DIRE GUIDO
7183496645
Key
ConEd
Contact:
Vivian Uwechue
212-894-9389
UWECHUEV@CONED.COM
Ship To: **4 IRVING PLACE**
NEW YORK, NY 10003
UNITED STATES
Bill To: **PO Box 799**
Cooper Station
New York, NY 10276-0799
UNITED STATES
Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via
8880 Immediate N/A
Notes: W 26TH ST AND 7TH AVE GAS REGULATOR 26

The scope of work includes excavation, trenching, installation of 12" and 16" plastic and steel gas pipe, restoration, and all work associated with the installation of a two-stage gas regulator station. Furnish supervision, labor, equipment and material to install approximately 1500 feet of steel gas pipe and a two-stage regulator station in Manhattan.

No Vendor/Contractor can perform any work before a site specific HASP is approved by Con Edison EH&S.

ORIGINAL INVOICES AND ALL SUPPORTING DOCUMENTATIONS SHOULD BE SENT DIRECTLY TO THE CON ED AUTHORIZED REPRESENTATIVE.

EXPENDITURE LIMITATION: THE MAXIMUM EXPENDITURE AUTHORIZED UNDER PURCHASE ORDER IS \$1,323,999. CON EDISON WILL NOT BE OBLIGATED TO PAYMENT HEREUNDER IN EXCESS OF THIS EXPENDITURE LIMITATION AND THE CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AUTHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

This Purchase order will be performed in accordance with the following which are incorporated herein by reference:

COMPASS Complex Service PO
4312302, 3

Proprietary and Confidential Page 2 of 52

Contains Confidential Commercial Information

Con Edison invitation to RFQ# 616203 and all documents referenced therein
Con Edison Amendments No's 1, 2 & 3 to bid event, dated 3/18/14, 3/19/14 & 3/21/14
Con Edison Standard Terms and Conditions of Construction Contract's dated 7/1/12
Con Edison Supplemental Construction Contract Requirements CONST-004 Revision Number 1, dated 6/7/11
Con Edison Project Specification G-14-902 dated 3.5.14
Addendum dated March 14, 2014, to # GR-14-902
Major Project Contract Pre-Bid Meeting Minutes
Proposed PSC Code Safety Violations for Parts 255 and 261
DOT Traffic Stipulations Dated 3.13.14
Con Edison Trenching Manual dated 1-28-14
Con Edison Trenching Manual 8 Items (1_28) document attached in header
Appendix A
Gift Policy
Safeway Construction Enterprises Inc. Disclosure Form dated 3/21/14
Safeway Construction Enterprises Inc. took no exceptions

In accordance with New York State Law and the terms of this Purchase Order, Contractor will maintain a 100% Payment Bond for the duration of this Purchase Order. All bond documentation shall be forwarded to Mike Perrino 212-460-3209 perrinom@coned.com.

Prevailing Wages and Certified Payrolls:

Contractor shall submit monthly certified payrolls in accordance with New York State Prevailing Wages and Con Edison's Terms and Conditions. Send all Certified Payrolls to Mike Perrino 212-460-3209 perrinom@coned.com.

All prices in this Purchase Order are firm and fixed priced, based on the original and revised bids related to this RFQ (#616203) submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order.

Lump Sum Base Bid Price \$1,197,000

Attachment A Total Price \$65,000.00

Attachment B Total Price \$61,999.00

The items listed on Attachment A and B may be ordered by Con Edison, at its option; or performed by Contractor with Con Edison prior approval.

Attachment A and B Estimated Quantities are not guaranteed. Safeway Construction Enterprises Inc. shall only be paid for the actual quantity of each Attachment A and B Items performed outside the work scope. All Attachment A and B Unit Prices shall remain fixed and firm for the duration of the contract regardless of the actual quantities performed.

ATTACHMENT A ITEMS

ITEMS DESCRIPTIONS UNIT OF MEASUREMENT ESTIMATED QUANTITIES PRICE

681 Cut Steel Fitting or Miter Cut Pipe 16" (Includes Beveling) PLEASE NOTE: The installation, alignment, 2 welds and coating shall be paid under Item 695 EA 8 \$175.00

Install PE fitting, 12" (2 fussion) EA 2 \$300.00

12" (2 welds and "Hot Coal Tar" Coating fitting/welds) EA 2 \$1,825.00

695 Install steel fitting, 16" (2 welds and "Tape" coating fitting/welds) EA 4 \$2,700.00

695A Install steel fitting, 16" (2 welds and "Hot Coal Tar" Coating fitting/welds) EA 4 \$3,200.00

T50 * Rock removal and disposal (Section 2.3.5) "Incremental" in cost to trench excavation, including FI sheeting and backfill, if trench depth is 5' or greater. CY 20 \$300.00

T51 * Rock removal, line drilling "Incremental" in cost to trench excavation, including FI sheeting and backfill, if trench depth is 5' or greater. CY 20 \$700.00

T52 * Boulder, Rock & masonry removal and disposal. CY 20 \$300.00

T53 * Intact Masonry "Incremental" in cost to trench excavation, including FI sheeting and backfill, if

COMPASS Complex Service PO
4312302, 3

Proprietary and Confidential Page 3 of 52

trench depth is 5' or greater. CY 10 \$250.00

T55 Break & Remove Concrete & Masonry in Car or Trolley Tracks CY 10 \$250.00

T57 Cut, Remove, and Dispose of Ties in Car or Trolley Tracks EA 50 \$50.00

T210 Pumping HR 50 \$45.00

ATTACHMENT B ITEMS

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ITEMS DESCRIPTIONS	UNIT OF MEASUREMENT	ESTIMATED QUANTITIES	PRICE
610 Install Uncoated Steel Pipe, 12" (Include coating the uncoated Steel Pipe by "Tape")	LF	10	\$120.00
611 Install Uncoated Steel Pipe, 16" (Include coating the uncoated Steel Pipe by "Tape")	LF	10	\$175.00
611A Install Uncoated Steel Pipe, 16" (Include coating the uncoated Steel Pipe by "Hot Coal Tar")	LF	10	\$205.00
625 Install Coated Steel Pipe, 16"	LF	25	\$140.00
649 Coat Pipe to Pipe Welds 16" "Hot Coal Tar Enamel"	EA	4	\$360.00
650 Coat Pipe to Pipe Welds 16" "Cold Tape"	EA	8	\$260.00
667A Straight Cut Plain or Coated Pipe 16" (Includes removal of existing coating, pipe preparation for cut and beveling)	EA	2	\$250.00
724 Weld pipe to pipe, 16" (Includes mitre Pipe weld) (See Items 649 and 650 for coating the 16" welded joint)	EA	6	\$1,400.00
733 Install Plastic Pipe, 2"	EA	4	\$8.00
734 Install Plastic Pipe to Pipe Fuse, 2"	EA	2	\$75.00
743 Install Plastic Pipe, 12"	EA	2	\$41.00
744 Install Plastic Pipe to Pipe Fuse, 12"	EA	2	\$350.00
746 Install Plastic Elbow or Coupling, 2"	EA	2	\$75.00
751 Install Plastic Elbow or Coupling, 12"	EA	2	\$450.00
T1R Surface Pavement, No Base	CY	5	\$240.00
T2R Surface Pavement, with Base	CY	5	\$420.00
T7R Remove and Restore Sidewalk	CY	10	\$590.00
T7 Replace Sidewalk	CY	5	\$400.00
T9R Remove and Restore Cobblestone Sidewalk	SF	5	\$21.00
T30 Temporary Mack	CY	10	\$200.00
T31 Binder Base	CY	10	\$250.00
T32 Concrete Base	CY	10	\$175.00
T41 Hand & Mach. Excav./Backfill/Cleanfill	CY	25	\$175.00
T44 Hand Excav./Backfill/Remove Excess	CY	10	\$180.00
T54 Break duct with live cable	CY	10	\$75.00
T56 Break duct with de-energized cable	CY	10	\$75.00
T91 Clean Fill	CY	10	\$40.00
T92 Sand Backfill	CY	10	\$45.00
T95 Truck & Dispose	CY	20	\$45.00
T101 Install Solid Sheeting	SF	100	\$5.00
T110 Vehicular Plates	SF	50	\$5.00
T112 Vehicular Plates, Strap Welded	SF	50	\$6.00
T113 Vehicular Plates, with Support Beams	SF	50	\$10.00
T120 Protection Plates	SF	40	\$2.00
T125 Test Pits (0.4 -4.0 CY)	EA	5	\$425.00
T126 Test Pits (4.1-8.0 CY)	EA	2	\$800.00
T127 Test Pits (8.1-15.0 CY)	EA	2	\$1,275.00
T128 Test Pits (15.1-25.0 CY)	EA	2	\$2,000.00
T183 Install 4"-5" split duct	LF	20	\$9.00

REVISION 1 - ADDED ABOVE LANGUAGE AND ALL ATTACHMENTS TO PO. NO OTHER CHANGES MADE TO REVISION 1.

Reference Documents: Con Edison Project Specification G-14-902 dated 3.5.14.pdf

AMENDMENT 3.docx

Proposed PSC Code Safety Violations for Parts 255 and 261.pdf

AMENDMENT 1.docx

AMENDMENT 2.docx

COMPASS Complex Service PO

4312302, 3

Proprietary and Confidential Page 4 of 52

MAJOR PROJECT CONTRACT PRE-BID MEETING

MINUTES.docx

Addendum dated March 14, 2014, to # GR-14-902.docx

DOT TRAFFIC STIPULATIONS DATED 3.13.14.pdf

Con Edison Trenching Manual dated 1-28-14.pdf

Contains Confidential Commerical Information

Con Edison Trenching Manual 8 Items (1_28).pdf
Con Edison Supplemental Construction Contract
Requirements-Const-004 Rev1 6-7-2011.pdf
Safeway Construction Enterprises Inc. Disclosure Form dated
3.21.14.pdf

All prices and amounts on this order are expressed in USD

Line /

Pay

Item

Part Number / Description Supplier Part# Delivery Date/Time Quantity UOM Unit Price
(USD)

Amount

(USD)

1 Needed:

06/06/2014

1 EACH 1323999.0

0

1,323,999.00

LUMPSUM - LUMPSUM - LUMPSUM AGREEMENT

Max Retainage Amount: 59,850.00

Retainage Rate: 10%

1-1 LUMPSUM - LUMPSUM -

LUMPSUM AGREEMENT

Needed:

06/06/2014

1 EACH 1323999.0

0

1,323,999.00

Ship To:

Use the ship-to address at the top of page 1

Total: **1,323,999.00 (USD)**

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 5 of 52

Contract Terms and Conditions

Table of Contents

Terms and

Conditions.....6

Standard Terms

.....6

Standard Terms and Conditions for Construction Contracts

.....6

Appendix A

.....45

Gift Policy

.....51

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 6 of 52

Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

CONSTRUCTION CONTRACTS

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 7 of 52

July 1, 2012

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TABLE OF CONTENTS

ArticleTitle Page No.

Contains Confidential Commerical Information

1. Definitions	1
2. Contract Formation	1
3. Specifications, Plans, and Drawings	2
4. Price and Payment	2
5. Time for Completion	6
6. Excusable Delay	6
7. Safeguards in Work	7
8. Knowledge of Work Conditions and Requirements	8
9. Contractor's Performance	9
10. Con Edison Authority	10
11. Estimated Quantities	10
12. Warranties	10
13. Changes (Including Extra Work)	11
14. Labor	13
15. Time and Material and Cost Reimbursable Work	15
16. Claims	16
17. Permits, Codes, Laws and Regulations	19
18. Quality Assurance/Quality Control	19
19. Protection of Persons, Work and Property	19
Standard Purchase Order 4312302, 3	
Proprietary and Confidential	Page 8 of 52
20. Vehicle Spills	21
21. Maintenance of Work Site	21
22. Subsurface Conditions Found Different	21
23. Inspection and Tests and Correction of Defects	21
24. Effect of Con Edison Approval	23
25. Subcontracting	23
26. Title to Materials and Completed Work	24
27. Investigation and Audit	24
28. Con Edison's Performance	24
29. Liens	25
30. Bonds	25
31. Other Contractors	26
32. Suspension	26
33. Termination for Convenience	27
34. Confidentiality	28
35. Infringement	28
36. Indemnification	29
37. Insurance	29
38. Taxes	33
39. Amendments	33
40. Assignment	33
41. Cancellation for Default	33
42. Ownership of Documents and Materials; Ownership of Intangible Property	34
43. Relationship of Parties	36
44. Third Party Rights	36
45. Waiver	36
46. Set-Off	37
47. Conflicting Documents; Headings	37
48. Notices	37
49. Entire Agreement	37
50. Governing Law	37
51. Waiver of Trial by Jury	38
52. Submission to Jurisdiction/Choice of Forum	38
53. Limitation on Time to Sue	38
54. Performance of Work During Pendency of Disputes	38
55. Enablement in the Procurement System	38
Standard Purchase Order 4312302, 3	

Contains Confidential Commercial Information

Proprietary and Confidential Page 9 of 52

56.Gift Policy and Unlawful Conduct39

Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1.Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" -Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing

any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" -The contractor who is a party to the Contract with Con Edison .

"Contract" -The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("

BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase

Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these

Standard Terms and Conditions; and (d) any documents or portions thereof incorporated

by reference in (a), (b) or (c) above, including, but not limited to, special conditions,

specifications, performance requirements, plans and drawings. The words "hereof,"

"herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall

be deemed to refer to the Contract.

"Work" -The project contemplated by the Contract and all labor and supervision; construction materials,

equipment, tools and other aids to construction; equipment, materials and structures to be

installed; and other things of any nature necessary or proper for the completion of the

project, whether or not expressly specified herein.

"Subcontractor" -Any company or person, other than an employee of Contractor, that furnishes any of the

Work on

behalf of Contractor.

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if

Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or

another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains

terms additional to or different from the terms on which quotations were requested by Con Edison which are not

accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or

acknowledgement electronically by Contractor of the Contract in the Procurement System or, if

Contractor is not

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 10 of 52

enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the

Contract or such

other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance

thereof), or

Contractor's commencement or continuation of the Work following its receipt of the Contract or such

other writing,

such Work signifying Contractor's acceptance of the terms thereof.

3.Specifications, Plans, and Drawings.

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and

drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The

specifications, plans, and drawings and all other documents which are part of the Contract are

supplementary to each other. Anything called for by any one of such documents shall be required

to the same extent as if called for by all of them, and the Work shall be completed in every detail

whether or not every item is specifically mentioned. If there should be a conflict between the

drawings and the writings that comprise the plans and specifications, the writings shall govern

unless upon notice thereof Con Edison directs otherwise in writing.

Contractor shall carefully review all of the contract documents. Contractor shall promptly submit

in writing to Con Edison whenever discovered, whether before or after award, any inconsistency,

ambiguity, or error between documents or within a document. Contractor shall abide by the

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written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B. Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

C. Contractor shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D. Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Con Edison for such review and approval prior to their implementation.

4. Price and Payment.

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 11 of 52

A. Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 12 of 52

Contains Confidential Commercial Information

read and interpreted to be consistent with Section 34 of the New York Lien Law (or its successor).

B. Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the quantity of Work completed and whether or not it is acceptable shall be conclusive.

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise

in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison shall pay the remaining invoices for progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due

under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against

Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made shall be applied by Contractor to any and all principal sum(s) due before being applied to any interest that may be due thereon pursuant to any express provision therefor in the Contract or otherwise.

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 13 of 52

G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final payment shall be and shall operate as a release of all claims against Con Edison and of all liability of Con Edison to Contractor for things done or furnished in connection with the Work and for every act and neglect of Con Edison and others for whom Con Edison may be responsible relating to or arising out of the Work. However, no payment, final or otherwise, shall operate to release Contractor or its sureties from the obligations under this Contract or any performance or payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a

representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by

Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being

submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site

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storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of

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work, to work

overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 14 of 52

other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con

Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially

approved.

6.Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond

its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of

governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not

due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful

activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due

to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an

express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for

reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the

supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor

to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is

not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written

notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update

Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period

equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive

remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of

such delay.

7.Safeguards in Work.

A.Contractors shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B.Contractors shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C.In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including,

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but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.
Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 15 of 52

D. Contractor shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

E. If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

G. If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 16 of 52

has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions

which may affect the Work, including equipment or structures in place or to be in place, or work being or to be

performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry

into the Contract has not been induced either wholly or in part by any promises, representations or statements on

behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the

Work site, Contract documents or all other available information shall be at its own risk. Contractor

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further

represents that the price set forth in the Contract has been determined with due regard by Contractor to all such

conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature

contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically

provided in the Contract.

9. Contractor's Performance.

A. Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in

the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule.

Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B. When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

C. Contractor shall perform the Work in accordance with the following:

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in

good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 17 of 52

(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment,

receiving and placement shall be in accordance with the applicable laws and ordinances.

Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations.

Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after

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such heating operations have stopped.

10. Con Edison Authority

A. Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B. Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11. **Estimated Quantities.** Whenever estimated quantities of Work to be done on a unit-price basis are shown in the

Contract, differences between the actual number of units of Work encountered and the estimated quantities of units

shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or

O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 18 of 52

acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with the best

accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title,

material, workmanship and design, conform strictly to all applicable specifications, and

be suitable for their intended use. Contractor further warrants that the Work shall meet

any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and

may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder,

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an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

Standard Purchase Order 4312302, 3
Proprietary and Confidential Page 19 of 52

prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B.The following rates are approved by Con Edison for Work performed on a T&M basis:

(i)Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable. This paragraph shall not be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

(ii)Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 20 of 52

the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

C.Contractor shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D.In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E.Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F.Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the

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Work due to such changes.

14. Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 21 of 52

Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B. The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an

employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Standard Purchase Order 4312302, 3

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Proprietary and Confidential Page 22 of 52

contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work.

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

B. Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative.

If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment within 30 days after receipt of a proper invoice with required supporting documentation.

D. All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E. The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G. No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost

reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with

applicable law and the requirements of the Contract.

16. Claims.

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 23 of 52

A. The only claims that may be made by Contractor are claims for (i) providing services or materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be permitted.

B. For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

Standard Purchase Order 4312302, 3

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Proprietary and Confidential Page 24 of 52

section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i) For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

(a) The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and

(b) The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and from whom purchased or rented.

(ii) For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

(a) The date the Increased Costs were incurred;

(b) The name, title, trade local, and number of the workers who performed the work whose costs were increased;

(c) The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and

(d) The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption,

disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

Standard Purchase Order 4312302, 3
Proprietary and Confidential Page 25 of 52

impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

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Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

F. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to

collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 26 of 52

had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for

the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically

requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive

orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited

to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its

affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall

promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to

conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original

or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations

imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth

the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the

supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and

the provisions it references, and a copy of any payment bond required by Section 137 of the New York State

Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor

Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been

furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully

set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to

contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control

program which shall include procedures for continuous control of all construction and comprehensive inspection and

testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance,

and identification. The program established by Contractor shall comply with any quality assurance/quality control

Contains Confidential Commercial Information

requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms,

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 27 of 52

extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and

all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all

times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor

performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a

Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison

to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid

service to any persons who may be injured in the course of performance of the Work and shall have standing

arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against

Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con

Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers,

used in the performance of work for Con Edison are maintained in good working condition and are not

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leaking any

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 28 of 52

fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a

vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving

the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to

reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and

equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other

contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative

all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and

workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary

structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with

any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is

corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on

any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as

indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the

site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed.

Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those

shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease

in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with

the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its

Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on

schedule. In addition, all parts of the Work shall, throughout the time of performance of the

Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the

quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con

Edison's representatives with safe and proper facilities for access to and inspection of the Work,

both at the construction site and at any plant or other source of supply where any equipment,

material, or part may be located. Con Edison shall have the right to witness any test Contractor, or

any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 29 of 52

give Con Edison advance written notice thereof. Con Edison shall have the right to require

Contractor to perform additional tests at reasonable times and places. The cost of any additional

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tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B.No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

C.Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

(i)halt the continuation of such Work; and

(ii)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison,

to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or

(iii)perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the

cost thereof from Contractor; or

(iv)accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional

work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to,

or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance

of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any

approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or

furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con

Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

Any failure

of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements

of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an

acceptance of the non-compliance.

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 30 of 52

25.Subcontracting.

A.Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B.Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing

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contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C.If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment

and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 31 of 52

completed or in the course of construction and to all materials, equipment and structures as to which any payment

has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the

correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the

Contract.

27.Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry

conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any

aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available

for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future

is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis

(whether or not a

fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made

under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the

Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such

Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books,

records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency

or authority and their respective authorized representatives during the term of this Contract and for a period of six

(6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid

Contractor for any costs which were not in fact incurred or for any time spent or materials used which

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were not in

fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable

Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give

rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the

Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve

Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing.

Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29. Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison

and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is

situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics,

workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in

connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and

legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear

of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document

and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly

executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's

final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and

liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its

affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated,

from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 32 of 52

shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent

with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of

the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold

from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens

arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery,

equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in

accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise

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discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees.

If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con

Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or

requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section

137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the

Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties,

acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds

which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New

York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the

Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no

additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con

Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it

has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment

therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the

Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under

any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near

the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage

through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any

claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 33 of 52

loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con

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Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended

Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay

caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to

be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss

of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison

(obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in

writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred

thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to

resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 34 of 52

change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors

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resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C.If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Standard Purchase Order 4312302, 3 Proprietary and Confidential Page 35 of 52 Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of

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any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. Insurance. Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 36 of 52

A. Employment related insurance.

(i) Workers' Compensation Insurance as required by law.

(ii) Employer's Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and

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occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and Harbor Workers' Act, the Federal

Employers' Liability Act, and the Jones Act.

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance policy or policies shall also name the State of New York, the City of New York or such other municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 37 of 52

Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days

prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage.

All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the

additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional

insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies

specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required

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insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article. To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work. For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder. In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of

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Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows:

if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to :

Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:
Standard Purchase Order 4312302, 3
Proprietary and Confidential Page 39 of 52
Consolidated Edison Company of New York, Inc.
4 Irving Place, 17th Floor
New York, N.Y. 10003
Attention: Purchasing Department
Supplier Management Group (SMG)

38. Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by Contractor's and any Subcontractor's payrolls.

39. Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to

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any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con

Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default.

Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or

makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether

or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy

Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any

insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of

creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not

apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to

limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at

its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any

portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the

Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all

materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any

portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 40 of 52

without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with

Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison.

Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement

stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each

change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid

under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under

the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor

shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison

may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which

Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and

damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for

default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts

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between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42.Ownership of Documents and Materials; Ownership of Intangible Property

A.With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B.With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable

Standard Purchase Order 4312302, 3
Proprietary and Confidential Page 41 of 52

subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such O&R Materials and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

C.All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con

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Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D.All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable

or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 42 of 52

cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43.Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right

of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be

construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint

employers of Contractor's employees.

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract.

Con Edison'

s affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third

party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are

specifically referenced. There are no other third party beneficiaries of the Contract.

45.Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or

certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations

nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to

otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or

remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in

whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to

which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless

in writing and signed by Con Edison's authorized representative, and any such

Standard Purchase Order 4312302, 3

Contains Confidential Commercial Information

Proprietary and Confidential Page 43 of 52

waiver shall be effective only with respect to the particular event to which it specifically refers.

46. Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any

other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against

Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without

prejudice to the rights of the parties in respect of such claims.

47. Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other

documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase

order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the

BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In

any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase

order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and

govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in

these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or

inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by

reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract,

in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract,

unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take

precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be

deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by

law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be

construed to limit or qualify the meaning of any such article, section or paragraph.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either

party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the

other at the address shown in the Contract. The address of either party may be changed by written notice to the

other.

49. Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these

Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to

its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of

the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or

agreements relating to the subject matter of the Contract are merged herein.

50. Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in

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accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state.

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 44 of 52

51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim

brought by either party against the other on all matters whatsoever arising out of or in any way connected with the

Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the

Contract.

52. Submission to Jurisdiction/Choice of Forum.

A. Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B. Contractor consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising

out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the

Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work

and comply with all other obligations under the Contract as though no such claim or dispute had arisen.

Except as

otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to

receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with

respect to disputed items or matters shall be deferred until final resolution of the claim or dispute.

Nothing in this

Article 54 shall be construed to affect the provisions of Article 16.

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement

System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes

receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall

promptly become enabled.

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 45 of 52

56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither

employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a

payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or

others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees,

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agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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Appendix A

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

March 24, 2014

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force

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and effect as

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 46 of 52

if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications

incorporating such referenced provisions may be provided below. However, the referenced provisions, together

with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To

the Government (SEP 2006)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section

52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the

substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTI-KICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (OCT 2010)"

except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition

Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract

which exceed \$150,000.

CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$30,000)

Con Edison is required to decline to enter into contracts in excess of \$30,000 with a Contractor that has been

debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason

to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to

furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor

shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$30,000 and

again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the

Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government.

The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to

the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not

result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and

regulations implementing same)

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 47 of 52

The Contractor agrees to be bound by and comply with the clause entitled "Utilization of Small Business Concerns

(JAN 2011)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section

Contains Confidential Commercial Information

52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$650,000 [\$1,500,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small

Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business

Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in

Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal

Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the

contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled

"Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities

and shall comply with the requirements for record keeping and reporting to the Federal Government.

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of

Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal

Opportunity (MAR 2007)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section

52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and

conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to

the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the

Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that

any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor further agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of

Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as

amended and set forth the Contractor's obligations, including its affirmative action obligations.

Specifically, the

Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-

741-5(a) of Title 41 of the Code of Federal Regulations. These regulations prohibit discrimination against

qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit

discrimination against all individuals based on their race, color, religion, sex or national origin.

Moreover,

these regulations require that covered prime contractors and subcontractors take affirmative action to

Standard Purchase Order 4312302, 3

Contains Confidential Commerical Information

Proprietary and Confidential Page 48 of 52

employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

EQUAL OPPORTUNITY FOR VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal

Opportunity for Veterans (SEP 2010)," which is contained in Section 52.222-35 of the Federal Acquisition

Regulation (section 52.222-35 of title 48 of the Code of Federal Regulations), including the requirement to include

such terms and conditions in nonexempt subcontracts.

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(this clause is applicable to all contracts of or exceeding \$15,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)," which is contained in Section 52.222-36 of the

Federal Acquisition Regulation (section 52.222-36 of title 48 of the Code of Federal Regulations), including the

requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued

under the Rehabilitation Act of 1973 (29 U.S.C. 793, as amended).

EMPLOYMENT REPORTS ON VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Employment Reports on Veterans (SEP 2010)," which is contained in Section 52.222-37 of the Federal Acquisition

Regulation (section 52.222-37 of title 48 of the Code of Federal Regulations), including the requirement to include

such terms and conditions in nonexempt subcontracts and to comply with the reporting to the Federal Government

(including the submission of VETS-100A Report).

COMBATING TRAFFICKING IN PERSONS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Combating Trafficking in Persons (FEB 2009)," which is contained in Section 52.222-50 of the Federal Acquisition

Regulation (section 52.222-50 of title 48 of the Code of Federal Regulations), including the requirement to include

such terms and conditions in all subcontracts.

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 49 of 52

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

(this clause is applicable to all contracts requiring access to a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Personal

Identity Verification of Contractor Personnel (JAN 2011)," which is contained in Section 52.204-9 of the Federal

Acquisition Regulation (section 52.204-9 of title 48 of the Code of Federal Regulations), including the requirement

to include such terms and conditions in all subcontracts.

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PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS

(this clause is applicable to contracts which incorporate or refer to Section 52.232-27 of the Federal Acquisition Regulation)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Prompt

Payment for Construction Contracts (OCT 2008)," which is contained in Section 52.232-27 of the Federal

Acquisition Regulation (section 52.232-27 of title 48 of the Code of Federal Regulations), including the requirements set forth in subsection (c) "Subcontract clause requirements".

ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

(this clause is applicable to all contracts for goods and services to be used or performed at a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Energy

Efficiency in Energy-Consuming Products (DEC 2007)," which is contained in Section 52.223-15 of the Federal

Acquisition Regulation (section 52.223-15 of title 48 of the Code of Federal Regulations), including the requirement

to include such terms and conditions in all subcontracts.

PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities

(FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of

title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt

subcontracts.

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and

that are located in jurisdictions where applicable state law does not forbid enforcement of union security Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 50 of 52 agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations,

which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$150,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment

of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such

certification and to the completion and submission of any documentation that may be required by such certification,

and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items

(DEC 2010)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of

the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply

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with: **(i)** the clause entitled " Contractor Code of Business Ethics and Conduct (APR 2014)" contained in Section 52.203-13 of the Federal Acquisition Regulations (section 52.203-13 of title 48 of the Code of Federal Regulations); **(ii)** the clause entitled "Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)" contained in Section 52.203-15 of the Federal Acquisition Regulations (section 52.203-15 of title 48 of the Code of Federal Regulations); **(iii)** the clause entitled "Utilization of Small Business Concerns (DEC 2010)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); **(iv)** the clause entitled "Equal Opportunity (MAR 2007)" contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); **(v)** the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); **(vi)** the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); **(vii)** the clause entitled "Notification of Employee Rights under the National Labor Relations Act (DEC 2010) contained in Section 52.222-40 of the Federal Acquisition Regulations (section 52.222-40 of title 48 of the Code of Federal Regulations); **(viii)** the clause entitled "Combatting Trafficking in Persons (FEB 2009)" contained in Section 52.222-50 of the Federal Acquisition Regulations (section 52.222-50 of title 48 of the Code of Federal Regulations); and **(ix)** the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)" Contained in Section 52.247-64 of the Federal Acquisition Regulations (section 52.247-64 of title 48 of the Code of Federal Regulations. If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (DEC 2010)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)" and the clauses referenced in such clause, (b) include the terms and conditions of "Subcontracts for Standard Purchase Order 4312302, 3 Proprietary and Confidential Page 51 of 52 Commercial Items (DEC 2010)" in all subcontracts, and (c) to make and comply with the provisions of the certifications that are referenced in this Appendix A. Additionally, with respect to **clause (iv)**, above, the Contractor agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of

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the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's

obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors**

shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of

Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their

status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require

that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, national origin, protected veteran status

or disability.

Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Consolidated Edison Company of New

York, Inc. ("Con Edison") policy that neither employees of Con Edison nor their family members, agents, or

designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other

form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with

Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering

or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or

not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the

Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or

unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the

Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison.

Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to,

in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of

qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or

applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's

affiliates, (including, but not limited to, Orange and Rockland Utilities, Inc. ("O&R")). Contractor shall promptly

report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

In accordance with Section 15 of the New York State Public Service Law, Con Edison and O&R employees (and

contractors working for Con Edison or O&R) are prohibited from offering any present, gift or gratuity (including,

but not limited to, meals, refreshments and transportation), of any kind or any monetary amount, to any commissioner of the New York State Public Service Commission or to any employee of the New York

State

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Department of Public Service.

Many other federal, state, and local government agencies have restrictions on the value of gifts, meals and refreshments that their employees may accept. There is no uniform policy or rule applicable to employees of all

government agencies. Giving or offering to give presents, gifts or gratuities in violation of applicable rules or laws

could create the false impression that an entity or its employees or contractors are trying to improperly influence a

Standard Purchase Order 4312302, 3

Proprietary and Confidential Page 52 of 52

government employee. It could also lead to civil or criminal penalties. Therefore, contractors and their employees,

agents and subcontractors working on Con Edison or O&R projects shall not offer any presents, gift or gratuities to

government employees in the course of their work for Con Edison or O&R.

The Gift Policy and Unlawful Conduct provisions set forth immediately above are in addition to, and not in lieu of,

any other provisions governing the contractual relationship between Con Edison (or O&R) and the Contractor

(including any other provisions pertaining to similar subjects) and are intended to be applied together with such

other provisions. .

378677

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 2

CONTRACTOR: SAFEWAY CONSTRUCTION
ENTERPRISES INC

PURCHASE ORDER NO.: 4355699

BID COMPARISON:

\$1,009,571
\$1,007,749
\$1,317,784
\$1,753,859
\$2,564,822
\$3,497,530
\$1,455,754
\$1,468,574

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COMPASS Complex Service PO
4355699, 1

Proprietary and Confidential Page 1 of 53

Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **COMPASS Complex Service**

PO

Order **4355699**

Revision **1**

PO Approved Date **08/11/2014**

Revision Date **08/11/2014**

Buyer **David Blaut**

Supplier: **SAFEGWAY CONSTRUCTION ENTERPRISES INC**

COMPASS 54-60 44TH ST

MASPETH, NY 11378

UNITED STATES

Supplier

Contact:

DIRE GUIDO

7183496645

Key

ConEd

Contact:

Patrick Boland

347-203-4788

BOLANDPAT@CONED.COM

Ship To: **Multiple**

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

8880 Immediate

Notes: INSTALLATION GAS PIPE AND A TWO STAGE GAS REGULATOR STATION (GR-111) AT
CLOSE AVE BTWN BRUCKNER BLVD WATSON IN THE BRONX

The scope of work includes excavation, trenching, installation of 8" and 12" plastic gas pipe, restoration, and all work associated with the installation of a two-stage gas regulator station. Furnish supervision, labor, equipment and material to install approximately 2855 feet of plastic gas pipe and a two-stage regulator station in Bronx.

No Vendor/Contractor can perform any work before a site specific HASP is approved by Con Edison EH&S.

ORIGINAL INVOICES AND ALL SUPPORTING DOCUMENTATIONS SHOULD BE SENT DIRECTLY TO THE CON ED AUTHORIZED REPRESENTATIVE.

EXPENDITURE LIMITATION: THE MAXIMUM EXPENDITURE AUTHORIZED UNDER PURCHASE ORDER IS \$1,028,315.50. CON EDISON WILL NOT BE OBLIGATED TO PAYMENT HEREUNDER IN EXCESS OF THIS EXPENDITURE LIMITATION AND THE CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AUTHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS PURCHASE ORDER.

This Purchase order will be performed in accordance with the following which are incorporated herein by reference:

Con Edison invitation to RFQ# 645123 and all documents referenced therein

COMPASS Complex Service PO

4355699, 1

Proprietary and Confidential Page 2 of 53

Contains Confidential Commerical Information

Con Edison Amendments No's 1, 2, 3 & 4 to bid event, dated 6/5/14, 6/9/14, 6/12/14 & 6/13/14
Con Edison Standard Terms and Conditions of Construction Contract's dated 7/1/12
Con Edison Supplemental Construction Contract Requirements CONST-004 Revision Number 1, dated 6/7/11
Con Edison Project Specifications No. G-14-903 dated 5.21.14
ADDENDUM DATED MAY 30 2014
ADDENDUM #2 DATED JUNE 5 2014
6.10.14 Amendment to ADDENDUM #2 DATED June 5, 2014
Pre Bid Meeting Minutes GR-111 dated May 30 2014
Pre-Stipulations BXEC 14-229 dated 6-11-14
Con Edison Trenching Manual Revised January 29, 2014
Appendix A
Gift Policy
Safeway Construction Enterprises Inc. Disclosure Form dated 6/13/14
Safeway Construction Enterprises Inc. took no exceptions
In accordance with New York State Law and the terms of this Purchase Order, Contractor will maintain a 100% Payment Bond for the duration of this Purchase Order. All bond documentation shall be forwarded to Mike Perrino 212-460-3209 perrinom@coned.com.
Prevailing Wages and Certified Payrolls:
Contractor shall submit monthly certified payrolls in accordance with New York State Prevailing Wages and Con Edison's Terms and Conditions. Send all Certified Payrolls to Mike Perrino 212-460-3209 perrinom@coned.com.
All prices in this Purchase Order are firm and fixed priced, based on the original and revised bids related to this RFQ (#645123) submitted to Con Edison, contractor agrees not to seek pricing relief during the term of this Purchase Order.
Lump Sum Base Bid Price \$957,700.00
Attachment A Total Price \$42,855.50
Attachment B Total Price \$27,760.00
The items listed on Attachment A and B may be ordered by Con Edison, at its option; or performed by Contractor with Con Edison prior approval.

Attachment A and B Estimated Quantities are not guaranteed. Safeway Construction Enterprises Inc. shall only be paid for the actual quantity of each Attachment A and B Items performed outside the work scope. All Attachment A and B Unit Prices shall remain fixed and firm for the duration of the contract regardless of the actual quantities performed.

ATTACHMENT A ITEMS

ITEMS DESCRIPTIONS UNIT OF MEASUREMENT ESTIMATED QUANTITIES PRICE

750 Install 8" PE Elbow (2 fuses) and Coupling EA 8 \$245.00
751 Install 12" PE Elbow (2 fuses) and Coupling EA 4 \$450.00
T50 * Rock removal and disposal (Section 2.3.5) "Incremental" in cost to trench excavation, including FI sheeting and backfill, if trench depth is 5' or greater. CY 20 \$225.00
T51 * Rock removal, line drilling "Incremental" in cost to trench excavation, including FI sheeting and backfill, if trench depth is 5' or greater. CY 20 \$525.00
T52 * Boulder, Rock & masonry removal and disposal. CY 20 \$225.00
T53 * Intact Masonry "Incremental" in cost to trench excavation, including FI sheeting and backfill, if trench depth is 5' or greater. CY 10 \$225.00
T210 Pumping HR 50 \$45.00

ATTACHMENT B ITEMS

COMPASS Complex Service PO

4355699, 1

Proprietary and Confidential Page 3 of 53

ITEMS DESCRIPTIONS UNIT OF MEASUREMENT ESTIMATED QUANTITIES PRICE

733 Install Plastic Pipe, 2" LF 10 \$10.05
734 Install Plastic Pipe to Pipe Fuse, 2" EA 2 \$75.00
741 Install PE Pipe, 8" LF 40 \$34.75
742 Install 8" PE Pipe to Pipe Fuse, 8" EA 4 \$250.00
743 Install Plastic Pipe, 12" EA 20 \$65.00
744 Install Plastic Pipe to Pipe Fuse, 12" EA 2 \$300.00
746 Install Plastic Elbow or Coupling, 2" EA 2 \$75.00

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T1R Surface Pavement, No Base CY 5 \$240.00
T2R Surface Pavement, with Base CY 5 \$420.00
T7R Remove and Restore Sidewalk CY 10 \$600.00
T7 Replace Sidewalk CY 5 \$400.00
T9R Remove and Restore Cobblestone Sidewalk SF 5 \$21.00
T30 Temporary Mack CY 10 \$200.00
T31 Binder Base CY 10 \$215.00
T32 Concrete Base CY 10 \$165.00
T41 Hand & Mach. Excav./Backfill/Cleanfill CY 25 \$175.00
T44 Hand Excav./Backfill/Remove Excess CY 10 \$180.00
T54 Break duct with live cable CY 10 \$75.00
T56 Break duct with de-energized cable CY 10 \$75.00
T91 Clean Fill CY 10 \$40.00
T92 Sand Backfill CY 10 \$49.00
T95 Truck & Dispose CY 20 \$45.00
T101 Install Solid Sheeting SF 100 \$5.00
T110 Vehicular Plates SF 50 \$5.00
T112 Vehicular Plates, Strap Welded SF 50 \$7.80
T113 Vehicular Plates, with Support Beams SF 50 \$10.00
T120 Protection Plates SF 40 \$2.00
T125 Test Pits (0.4 -4.0 CY) EA 5 \$425.00
T126 Test Pits (4.1-8.0 CY) EA 2 \$800.00
T127 Test Pits (8.1-15.0 CY) EA 2 \$1,135.00
T128 Test Pits (15.1-25.0 CY) EA 2 \$1,800.00
T183 Install 4"-5" split duct LF 20 \$9.00

Reference Documents: Con Edison Supplemental Construction Contract
Requirements-Const-004 Rev1 6-7-2011.pdf

Con Edison Trenching Manual Revised January 29, 2014 Part 1 of
2.pdf

Con Edison Trenching Manual Revised January 29, 2014 Part 2 of
2.pdf

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13-256BX-gr-111_ACTIVE DETAILS (1)COPY.pdf

13-256BX-gr-111_ACTIVE REG (1)COPY.pdf

Con Edison Project Specifications No. G-14-903 dated 5.21.14.doc

AMENDMENT 1.docx

ADDENDUM DATED MAY 30 2014.pdf

Pre Bid Meeting Minutes GR-111 dated May 30 2014.docx

AMENDMENT 2.docx

ADDENDUM #2 DATED JUNE 5 2014.docx

AMENDMENT 3.docx

6.10.14 Amendment to ADDENDUM #2 DATED June 5, 2014.docx

COMPASS Complex Service PO

4355699, 1

Proprietary and Confidential Page 4 of 53

Pre-Stipulations BXEC 14-229 dated 6-11-14.pdf

Safeway Construction Enterprises Inc. Disclosure Form dated
6.13.14.pdf

All prices and amounts on this order are expressed in USD

Line /

Pay

Item

Part Number / Description Supplier Part# Delivery Date/Time Quantity UOM Unit Price

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(USD)

Amount

(USD)

1 Promised:

08/22/2014

Needed:

08/22/2014

1 EACH 1028315.5

0

1,028,315.50

LUMPSUM - LUMPSUM - LUMPSUM AGREEMENT

Max Retainage Amount: 51,415.78

Retainage Rate: 10%

Negotiation Line Note To Supplier

The award will be made based on the lowest evaluated TOTAL LUMP SUM BID PRICE.

In the space provided please provide the TOTAL LUMP SUM BID PRICE (BASE BID TOTAL + ATTACHMENT A" EVALUATED UNIT PRICE TOTAL + ATTACHMENT "B" EVALUATED UNIT PRICE TOTAL) and attach the detailed price sheet in your response.

All contractors are required to complete and attach the MS Excel Unit Price Sheet to the ORACLE RFQ event. Your bid will be disqualified if you fail to attach the price sheet. Please make sure all of your math is CORRECT. You are responsible for making sure the formulas and totals on the MS Excel Price sheet are correct.

1-1 LUMPSUM - LUMPSUM -

LUMPSUM AGREEMENT

Promised:

08/22/2014

Needed:

08/22/2014

1 EACH 1028315.5

0

1,028,315.50

Ship To:

1601 BRONXDALE AVENUE

BRONX, NY 10462

UNITED STATES

2 NS0228036 Needed:

08/11/2014

1 EACH 183.40 183.40

LUMPMOD036

2-1 LUMPMOD036 Needed:

08/11/2014

1 EACH 183.40 183.40

Ship To:

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

COMPASS Complex Service PO

4355699, 1

Proprietary and Confidential Page 5 of 53

Line /

Pay

Item

Part Number / Description Supplier Part# Delivery Date/Time Quantity UOM Unit Price

(USD)

Amount

(USD)

Total: **1,028,498.90 (USD)**

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 6 of 53

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....7

Contains Confidential Commerical Information

Standard Terms7
Standard Terms and Conditions for Construction Contracts7
Gift Policy46
Appendix A47

Standard Purchase Order 4355699, 1
Proprietary and Confidential Page 7 of 53

Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

CONSTRUCTION CONTRACTS

Standard Purchase Order 4355699, 1
Proprietary and Confidential Page 8 of 53
July 1, 2012

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TABLE OF CONTENTS

Article Title Page No.

1. Definitions 1
2. Contract Formation 1
3. Specifications, Plans, and Drawings 2
4. Price and Payment 2
5. Time for Completion 6
6. Excusable Delay 6
7. Safeguards in Work 7
8. Knowledge of Work Conditions and Requirements 8
9. Contractor's Performance 9
10. Con Edison Authority 10
11. Estimated Quantities 10
12. Warranties 10
13. Changes (Including Extra Work) 11
14. Labor 13
15. Time and Material and Cost Reimbursable Work 15
16. Claims 16
17. Permits, Codes, Laws and Regulations 19
18. Quality Assurance/Quality Control 19
19. Protection of Persons, Work and Property 19
Standard Purchase Order 4355699, 1
Proprietary and Confidential Page 9 of 53
20. Vehicle Spills 21
21. Maintenance of Work Site 21
22. Subsurface Conditions Found Different 21
23. Inspection and Tests and Correction of Defects 21
24. Effect of Con Edison Approval 23
25. Subcontracting 23
26. Title to Materials and Completed Work 24
27. Investigation and Audit 24
28. Con Edison's Performance 24
29. Liens 25
30. Bonds 25
31. Other Contractors 26
32. Suspension 26
33. Termination for Convenience 27
34. Confidentiality 28
35. Infringement 28
36. Indemnification 29
37. Insurance 29
38. Taxes 33

Contains Confidential Commercial Information

39.	Amendments	33
40.	Assignment	33
41.	Cancellation for Default	33
42.	Ownership of Documents and Materials; Ownership of Intangible Property	34
43.	Relationship of Parties	36
44.	Third Party Rights	36
45.	Waiver	36
46.	Set-Off	37
47.	Conflicting Documents; Headings	37
48.	Notices	37
49.	Entire Agreement	37
50.	Governing Law	37
51.	Waiver of Trial by Jury	38
52.	Submission to Jurisdiction/Choice of Forum	38
53.	Limitation on Time to Sue	38
54.	Performance of Work During Pendency of Disputes	38
55.	Enablement in the Procurement System	38
Standard Purchase Order 4355699, 1		
Proprietary and Confidential Page 10 of 53		
56.	Gift Policy and Unlawful Conduct	39

Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1. Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" - Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" - The contractor who is a party to the Contract with Con Edison.

"Contract" - The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.

"Work" - The project contemplated by the Contract and all labor and supervision; construction materials, equipment, tools and other aids to construction; equipment, materials and structures to be installed; and other things of any nature necessary or proper for the completion of the project, whether or not expressly specified herein.

"Subcontractor" - Any company or person, other than an employee of Contractor, that furnishes any of the Work on behalf of Contractor.

2. Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains terms additional to or different from the terms on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not

Standard Purchase Order 4355699, 1
Proprietary and Confidential Page 11 of 53

enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the Contract or such other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

3. Specifications, Plans, and Drawings.

A. The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are

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supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

Contractor shall carefully review all of the contract documents. Contractor shall promptly submit in writing to Con Edison whenever discovered, whether before or after award, any inconsistency, ambiguity, or error between documents or within a document. Contractor shall abide by the written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B. Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

C. Contractor shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D. Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Con Edison for such review and approval prior to their implementation.

4. Price and Payment.

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 12 of 53

A. Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a

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covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 13 of 53

read and interpreted to be consistent with Section 34 of the New York Lien Law (or its successor).

B. Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the quantity of Work completed and whether or not it is acceptable shall be conclusive.

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison shall pay the remaining invoices for progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made shall be applied by Contractor to any and all principal sum(s) due before being applied to any interest that may be due thereon pursuant to any express provision therefor in the Contract or otherwise.

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 14 of 53

G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final payment shall be and shall operate as a release of all claims against Con Edison and of all liability of Con Edison to Contractor for things done or furnished in connection with the Work and for every act and neglect of Con Edison and others for whom Con Edison may be responsible relating to or arising out of the Work. However, no payment, final or otherwise, shall operate to release Contractor or its sureties from the obligations under this Contract or any performance or payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site

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storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 15 of 53

other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6. Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7. Safeguards in Work.

A. Contractor shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and

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approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B. Contractor shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C. In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 16 of 53

D. Contractor shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

E. If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

G. If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof.

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 17 of 53

has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry

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into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9. Contractor's Performance.

A. Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule. Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B. When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

C. Contractor shall perform the Work in accordance with the following:

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 18 of 53

(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances. Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison Authority

A. Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the

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final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B. Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11. Estimated Quantities. Whenever estimated quantities of Work to be done on a unit-price basis are shown in the Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 19 of 53

acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with the best accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 20 of 53

prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at

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rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B. The following rates are approved by Con Edison for Work performed on a T&M basis:

(i) Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable. This paragraph shall not be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

(ii) Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

(iii) Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 21 of 53

the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

C. Contractor shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D. In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E. Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F. Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the Work due to such changes.

14. Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or

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a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 22 of 53

Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor,(or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B.The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work.

Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C.Contractor shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D.Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 23 of 53

contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15.Time and Material and Cost Reimbursable Work.

A.Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

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B. Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative. If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment within 30 days after receipt of a proper invoice with required supporting documentation.

D. All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E. The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G. No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

16. Claims.

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 24 of 53

A. The only claims that may be made by Contractor are claims for (i) providing services or materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be permitted.

B. For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 25 of 53

section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i) For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

- (a) The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and
- (b) The nature and quantity of any materials, plant and equipment furnished or used in

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connection with the performance of such work and from whom purchased or rented.

(ii) For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

(a) The date the Increased Costs were incurred;

(b) The name, title, trade local, and number of the workers who performed the work whose costs were increased;

(c) The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and

(d) The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 26 of 53

impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

F. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 27 of 53

had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for

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the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms,

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 28 of 53

extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against

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Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 29 of 53

fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 30 of 53

give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B. No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

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C. Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

- (i) halt the continuation of such Work; and
- (ii) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii) perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv) accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 31 of 53

25. Subcontracting.

A. Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C. If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

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Attention: Purchasing Department
Section Manager,
Technology and Strategic Initiatives

26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 32 of 53

completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing.

Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29. Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 33 of 53

shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a

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lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 34 of 53

loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the

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Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each

Standard Purchase Order 4355699, 1
Proprietary and Confidential Page 35 of 53
change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C. If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con

Standard Purchase Order 4355699, 1
Proprietary and Confidential Page 36 of 53

Contains Confidential Commerical Information

Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. **Infringement.** If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. **Indemnification.** To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. **Insurance.** Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 37 of 53

A. **Employment related insurance.**

(i) **Workers' Compensation Insurance** as required by law.

(ii) **Employer's Liability Insurance**, including accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.

B. **Commercial General Liability Insurance**, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any

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Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance policy or policies shall also name the State of New York, the City of New York or such other municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 38 of 53

Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 39 of 53

Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison,

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O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 40 of 53

Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention:Purchasing Department

Supplier Management Group (SMG)

38.Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by Contractor's and any Subcontractor's payrolls.

39.Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.

40.Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41.Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all

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materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 41 of 53

without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents and Materials; Ownership of Intangible Property

A. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 42 of 53

subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such O&R Materials and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

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C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

Standard Purchase Order 4355699, 1
Proprietary and Confidential Page 43 of 53

cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such

Standard Purchase Order 4355699, 1
Proprietary and Confidential Page 44 of 53

waiver shall be effective only with respect to the particular event to which it specifically refers.

46. Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against

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Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without prejudice to the rights of the parties in respect of such claims.

47. **Conflicting Documents; Headings.** To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48. **Notices.** All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49. **Entire Agreement.** The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50. **Governing Law.** The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state. Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 45 of 53

51. **Waiver of Trial by Jury.** Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. **Submission to Jurisdiction/Choice of Forum.**

A. Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B. Contractor consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53. **Limitation on Time to Sue.** No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. **Performance of Work During Pendency of Disputes.** If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and comply with all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

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55.Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 46 of 53

56.Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Consolidated Edison Company of New York, Inc. ("Con Edison") policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to,

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 47 of 53

in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, Orange and Rockland Utilities, Inc. ("O&R")). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

In accordance with Section 15 of the New York State Public Service Law, Con Edison and O&R employees (and contractors working for Con Edison or O&R) are prohibited from offering any present, gift or gratuity (including, but not limited to, meals, refreshments and transportation), of any kind or any monetary amount, to any commissioner of the New York State Public Service Commission or to any employee of the New York State

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Department of Public Service.

Many other federal, state, and local government agencies have restrictions on the value of gifts, meals and refreshments that their employees may accept. There is no uniform policy or rule applicable to employees of all government agencies. Giving or offering to give presents, gifts or gratuities in violation of applicable rules or laws could create the false impression that an entity or its employees or contractors are trying to improperly influence a government employee. It could also lead to civil or criminal penalties. Therefore, contractors and their employees, agents and subcontractors working on Con Edison or O&R projects shall not offer any presents, gift or gratuities to government employees in the course of their work for Con Edison or O&R.

The Gift Policy and Unlawful Conduct provisions set forth immediately above are in addition to, and not in lieu of, any other provisions governing the contractual relationship between Con Edison (or O&R) and the Contractor (including any other provisions pertaining to similar subjects) and are intended to be applied together with such other provisions. .

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Appendix A

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

March 24, 2014

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 48 of 53

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (SEP 2006)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (OCT 2010)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$150,000.

CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$30,000)

Con Edison is required to decline to enter into contracts in excess of \$30,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$30,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

The Contractor agrees to be bound by and comply with the clause entitled "Utilization of Small Business Concerns Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 49 of 53

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(JAN 2011)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$650,000 [\$1,500,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (MAR 2007)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor further agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 50 of 53

EQUAL OPPORTUNITY FOR VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity for Veterans (SEP 2010)," which is contained in Section 52.222-35 of the Federal Acquisition Regulation (section 52.222-35 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(this clause is applicable to all contracts of or exceeding \$15,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)," which is contained in Section 52.222-36 of the Federal Acquisition Regulation (section 52.222-36 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973 (29 U.S.C. 793, as amended).

EMPLOYMENT REPORTS ON VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Employment Reports on Veterans (SEP 2010)," which is contained in Section 52.222-37 of the Federal Acquisition

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Regulation (section 52.222-37 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts and to comply with the reporting to the Federal Government (including the submission of VETS-100A Report).

COMBATING TRAFFICKING IN PERSONS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Combating Trafficking in Persons (FEB 2009)," which is contained in Section 52.222-50 of the Federal Acquisition Regulation (section 52.222-50 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 51 of 53

(this clause is applicable to all contracts requiring access to a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Personal Identity Verification of Contractor Personnel (JAN 2011)," which is contained in Section 52.204-9 of the Federal Acquisition Regulation (section 52.204-9 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS

(this clause is applicable to contracts which incorporate or refer to Section 52.232-27 of the Federal Acquisition Regulation)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Prompt Payment for Construction Contracts (OCT 2008)," which is contained in Section 52.232-27 of the Federal Acquisition Regulation (section 52.232-27 of title 48 of the Code of Federal Regulations), including the requirements set forth in subsection (c) "Subcontract clause requirements".

ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

(this clause is applicable to all contracts for goods and services to be used or performed at a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Energy Efficiency in Energy-Consuming Products (DEC 2007)," which is contained in Section 52.223-15 of the Federal Acquisition Regulation (section 52.223-15 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 52 of 53

which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$150,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the clause entitled " Contractor Code of Business Ethics and Conduct (APR 2014)" contained in Section 52.203-13 of

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the Federal Acquisition Regulations (section 52.203-13 of title 48 of the Code of Federal Regulations); **(ii)** the clause entitled "Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)" contained in Section 52.203-15 of the Federal Acquisition Regulations (section 52.203-15 of title 48 of the Code of Federal Regulations); **(iii)** the clause entitled "Utilization of Small Business Concerns (DEC 2010)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); **(iv)** the clause entitled "Equal Opportunity (MAR 2007)" contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); **(v)** the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); **(vi)** the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); **(vii)** the clause entitled "Notification of Employee Rights under the National Labor Relations Act (DEC 2010)" contained in Section 52.222-40 of the Federal Acquisition Regulations (section 52.222-40 of title 48 of the Code of Federal Regulations); **(viii)** the clause entitled "Combatting Trafficking in Persons (FEB 2009)" contained in Section 52.222-50 of the Federal Acquisition Regulations (section 52.222-50 of title 48 of the Code of Federal Regulations); and **(ix)** the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)" contained in Section 52.247-64 of the Federal Acquisition Regulations (section 52.247-64 of title 48 of the Code of Federal Regulations). If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (DEC 2010)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)" and the clauses referenced in such clause, (b) include the terms and conditions of "Subcontracts for Commercial Items (DEC 2010)" in all subcontracts, and (c) to make and comply with the provisions of the certifications that are referenced in this Appendix A. Additionally, with respect to **clause (iv)**, above, the Contractor agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Standard Purchase Order 4355699, 1

Proprietary and Confidential Page 53 of 53

Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 3

CONTRACTOR: SAFEWAY CONSTRUCTION
ENTERPRISES INC

PURCHASE ORDER NO.: 4320632

BID COMPARISON:

\$15,827,506
\$15,480,907
\$16,988,720
\$19,825,942
\$21,619,689
\$26,408,575
\$28,710,507
\$33,737,786
\$40,061,543
\$43,438,434
\$41,484,172
\$44,721,051
\$50,983,015
\$52,070,227
\$52,442,234
\$17,064,375

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COMPASS BPA 4320632, 0

Proprietary and Confidential Page 1 of 56

Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **COMPASS BPA**

Order **4320632**

Revision **0**

PO Approved Date **04/24/2014**

Revision Date

Current Buyer **David Blaut**

Supplier: **SAFEGWAY CONSTRUCTION ENTERPRISES INC**

COMPASS 54-60 44TH ST

MASPETH, NY 11378

UNITED STATES

Supplier

Contact:

DIRE GUIDO

7183496645

Key

ConEd

Contact:

David Blaut

Ship To: **4 IRVING PLACE**

NEW YORK, NY 10003

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

8880 Immediate

Effective Start Date Effective End Date Amount Agreed (USD)

05/01/2014 04/30/2016 15,800,000.00

**Notes: BRONX INSTALLATION OF DEAD GAS MAINS & SERVICES - GAS TRENCHING
SUPPLEMENTAL CONTRACT**

THIS IS A 2 YEAR CONTRACT WITH CON EDISON HAVING AN OPTION TO RENEW FOR A
3RD AND 4TH YEAR

YEAR 1 - 5/1/14-4/30/15

YEAR 2 – 5/1/15-4/30/16

YEAR 3-(AT CON EDISON'S OPTION) 5/1/16-4/30/17

YEAR 4-(AT CON EDISON'S OPTION) 5/1/17-4/30/18

Pricing will remain firm for the first year, with escalation of -1.0% for the second year, escalation 6.0%
for the optional third year, and escalation 10.0% for the optional fourth year, from year one pricing.

Contractor agrees not to seek pricing relief during the term of the blanket purchase agreement.

The scope of work includes removal of existing pavement, excavation, trenching, installation of plastic "dead"
gas services and mains, backfill and all associated pavement restoration. All "Live" gas work and tie-ins
will be performed by others.

No Vendor/Contractor can perform any work before a site specific HASP is approved by Con Edison
EH&S.

ORIGINAL INVOICES AND ALL SUPPORTING DOCUMENTATIONS SHOULD BE SENT
DIRECTLY TO THE CON ED AUTHORIZED REPRESENTATIVE.

COMPASS BPA 4320632, 0

Proprietary and Confidential Page 2 of 56

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EXPENDITURE LIMITATION: THE MAXIMUM EXPENDITURE AUTHORIZED UNDER BLANKET PURCHASE AGREEMENT IS \$15,800,000. CON EDISON WILL NOT BE OBLIGATED TO PAYMENT HEREUNDER IN EXCESS OF THIS EXPENDITURE LIMITATION AND THE CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AUTHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS AGREEMENT.

This Blanket Purchase Agreement will be performed in accordance with the following which are incorporated herein by reference:

- Con Edison invitation to RFQ# 518067 and all documents referenced therein
- Con Edison Amendments No's 1, 2, 3 4, & 5 to bid event, dated 1/28/14, 2/4/14, 2/7/14, 2/10/14 & 2/13/14, respectively.
- Con Edison Standard Terms and Conditions of Construction Contract's dated 7/1/12
- Con Edison's Special Conditions of Purchase – Indefinite Quantity Contract dated 7/1/12
- Con Edison Supplemental Construction Contract Requirements CONST-004 Revision Number 1, dated 6/7/11
- Con Edison Bronx Special Conditions- Supplemental Dead Gas-Test Pits dated 2-6-14
- Pre-Bid Meeting Minutes dated 1-30-2014
- Con Edison Trenching Manual Revised January 29, 2014

Appendix A

Gift Policy

Safeway Construction Enterprises Inc. Disclosure Form dated 2/15/14

Safeway Construction Enterprises Inc. took no exceptions

In accordance with New York State Law and the terms of this Purchase Order, Contractor will maintain a 100% Payment Bond for the duration of this Purchase Order. All bond documentation shall be forwarded to Mike Perrino 212-460-3209 perrinom@coned.com.

Prevailing Wages and Certified Payrolls:

Contractor shall submit monthly certified payrolls in accordance with New York State Prevailing Wages and Con Edison's Terms and Conditions. Send all Certified Payrolls to Mike Perrino 212-460-3209 perrinom@coned.com.

Reference Documents: Safeway Construction Disclosure Form dated 2.15.14.pdf

AMENDMENT 5.docx

AMENDMENT 4.docx

PRE-BID MEETING MINUTES dated 1-30-2014.docx

Con Edison Trenching Manual Revised January 29, 2014 Part 1 of 2.pdf

AMENDMENT 3.docx

AMENDMENT 2.docx

AMENDMENT 1.docx

Con Edison Bronx Special Conditions- Supplemental Dead Gas-Test Pits 2-6-14.docx

Con Edison Supplemental Construction Contract

Requirements-Const-004 Rev1 6-7-2011.pdf

Con Edison Trenching Manual Revised January 29, 2014 Part 2 of 2.pdf

All prices and amounts on this order are expressed in USD

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount (USD)

1 05/01/2014 EACH 15800000.

00

**BRONX DEAD GAS MAIN AND SERVICE INSTALLATION AND GAS TRENCHING SERVICES
COMPASS BPA 4320632, 0**

Proprietary and Confidential Page 3 of 56

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount (USD)

SUPPLEMENT

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2 NS0168626 LINEAR
FOOT
102.00
G-26A - UP TO 4IN
3 NS0168627 LINEAR
FOOT
99.00
G-26AA - UP TO 4IN
4 NS0168628 LINEAR
FOOT
102.00
G-26AC - UP TO 4IN
5 NS0168629 LINEAR
FOOT
94.00
G-26AE - UP TO 4IN
6 NS0168631 LINEAR
FOOT
100.00
G-26AWK - UP TO 4IN
7 NS0168637 LINEAR
FOOT
150.00
G-26BWK - 6IN-8IN
8 NS0168643 LINEAR
FOOT
170.00
G-26CWK - 10IN-12IN
9 NS0168632 LINEAR
FOOT
158.00
G-26B - 6IN-8IN
10 NS0168633 LINEAR
FOOT
158.00
G-26BA - 6IN-8IN
11 NS0168634 LINEAR
FOOT
150.00
G-26BC - 6IN-8IN
12 NS0168635 LINEAR
FOOT
111.00
G-26BE - 6IN-8IN
13 NS0168638 LINEAR
FOOT
185.00
G-26C - 10IN-12IN
14 NS0168639 LINEAR
FOOT
180.00
G-26CA - 10IN-12IN
15 NS0168640 LINEAR
FOOT
187.00
G-26CC - 10IN-12IN
16 NS0168641 LINEAR
FOOT
120.00

Contains Confidential Commerical Information

G-26CE - 10IN-12IN
17 NS0168661 LINEAR
FOOT
12.60

G-27AA - UPTO1.25IN
18 NS0168660 LINEAR
FOOT
18.00

G-27A - 2IN-4IN
19 NS0168663 LINEAR
FOOT
47.00

G-27B - 6IN-8IN
COMPASS BPA 4320632, 0

Proprietary and Confidential Page 4 of 56

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

20 NS0168665 LINEAR
FOOT
69.00

G-27C - 12IN
21 NS0168667 LINEAR
FOOT
125.00

G-27D - 16IN-20IN
22 NS0168846 EACH 95.00

G-42A - OFFSET-UPTO4IN
23 NS0168847 EACH 225.00

G-42B - OFFSET-6IN-8IN
24 NS0168848 EACH 395.00

G-42C - OFFSET-10IN12IN
25 NS0168852 CYLIND

ER
361.50

G-43A - EXCAVRDWYNONPROT
26 NS0168853 CYLIND

ER
168.00

G-43B - EXCAVINEARTH
27 NS0168857 CYLIND

ER
1100.00

G-45A - EXC/BKFLOVRMAIN1-4CY
28 NS0168858 CYLIND

ER
1785.00

G-45B - EXC/BKFLORMN4.1-8CY
29 NS0168859 CYLIND

ER
2675.00

G-45C - EXC/BKFLORMN8.1-15CY
30 NS0168860 CYLIND

ER
3150.00

G-45D - EXC/BKFLORMN15.1-25C
31 NS0169073 EACH 75.00

G-91A - FUSEPIPEUPTO4IN
32 NS0169074 EACH 215.00

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G-91B - FUSEPIPE6-8IN
33 NS0168558 EACH 2590.00

G-1JI - 1.25CTS-2IPS,<20FT
34 NS0168560 EACH 2600.00

G-1KI - 3IPS-4IPS,<20FT
35 NS0169656 SQUARE

FOOT
15.00

GT-61 - T112W/RECESSPLTS
36 NS0168562 EACH 2738.00

G-1LI - 6IPS-8IPS,<20FT
37 NS0169075 EACH 465.00

G-91C - FUSEPIPE10-12IN
38 NS0170601 SQUARE

FOOT
3.00

T101 - SOLID SHEETING
39 NS0170603 SQUARE

FOOT
8.00

T103 - TONGUE/GROVESHEETING
40 NS0170609 SQUARE

FOOT
3.00

T110 - VEHICULAR PLATES
41 NS0209250 EACH 325.00

COMPASS BPA 4320632, 0

Proprietary and Confidential Page 5 of 56

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

T112A - StrapWldedPlts-15str
42 NS0170614 SQUARE

FOOT
5.00

T114 - PLATERENTALMAINT.
43 NS0170617 SQUARE

FOOT
4.00

T117 - PEDESTRIAN PLATES
44 NS0170618 SQUARE

FOOT
3.00

T118 - PEDPLATERENTAL
45 NS0170632 EACH 780.00

T125 - TESTPIT 0.1-4.0 CY
46 NS0170641 EACH 1375.00

T126 - TESTPIT 4.1-8.0 CY
47 NS0170866 EACH 450.00

T170 - REGRADEGASVALVE
48 NS0170975 HOUR 50.00

T210 - DEWATERING
49 NS0170979 EACH 175.00

T211 - MOBILIZATION
50 NS0170999 EACH 400.00

T215 - MOB WITHIN 4HRS
51 NS0225999 LINEAR

FOOT
45.00

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T21A - InstConcCurbAnyDepth
52 NS0170960 CYLIND
ER
280.00

T2 - STREET/BASE/BRK
53 NS0171050 CYLIND
ER
270.00

T30 - TEMPORARY MACADAM
54 NS0171136 LINEAR
FOOT
21.00

T33A - BEVEL CUT CONC. BASE
55 NS0225874 CUBIC
YARD
25.00

T9A - BLOCKW/BASEINCZBLOCK
56 NS0170608 LINEAR
FOOT
15.00

T11 - LL14CONCRETEBASE
57 NS0171123 CYLIND
ER
270.00

T31 - BINDER BASE
58 NS0171129 CYLIND
ER
180.00

T32 - CONCRETE BASE
59 NS0171179 CYLIND
ER
130.00

T43 - EXCAMACHINEHAND<10FT
60 NS0171183 CYLIND
ER
185.00

T44 - EXCA100 HAND<10FT
61 NS0171303 CYLIND
ER
500.00

T50 - ROCK
COMPASS BPA 4320632, 0

Proprietary and Confidential Page 6 of 56

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

62 NS0171307 CYLIND
ER
550.00

T51 - ROCK REMOVAL-DISPOSE
63 NS0171309 CYLIND
ER
325.00

T51H - ROCKEXAVDRILLSPLIT
64 NS0171312 CYLIND
ER
275.00

T52 - ROCKREMVLBYSPLQP
65 NS0171314 CYLIND

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ER
127.00
T53 - INTACT MASONRY
66 NS0171317 CYLIND
ER
125.00
T55 - CARTROLLEYTRACKS
67 NS0171320 EACH 125.00
T57 - CUT/BK/REM WOODTIE
68 NS0171330 CYLIND
ER
245.00
T7 - RESTONLYSDWKDRIV
69 NS0171342 CYLIND
ER
345.00
T7A - BREAKONLYSDWKDRIV
70 NS0171365 CYLIND
ER
45.00
T95 - TRUCKFROMSITE
71 NS0171358 CYLIND
ER
41.00
T91 - CLEANFILL
72 NS0169972 EACH 1.00
MATINV - MATERIALINVOICE
73 NS0170141 EACH 10.00
PARTIAL - PATRIALPAYMENT
74 NS0170248 EACH 1.00
PREMIUM - PREMDIFFPAYMENT
75 NS0170249 EACH 10.00
PROGRESS - PROGRESSPAYMENT
76 NS0168393 EACH 1.00
BILCORRECT - BILL CORRECTION
77 NS0168423 EACH 1.00
EQPINV - EQUIPMENTINVOICE
78 NS0168451 EACH 1.00
FINECORRCT - FINENOVCORRECTION
79 NS0171140 EACH 1.00
T350 - TIMEEQPPAYMENT
80 NS0170598 EACH 1.00
SUBINV - SUBCONTRACTINVOICE
81 NS1937593 04/30/2015 EACH 1.00
ESCAL0 - BASE PRICE END
82 NS1937594 04/30/2016 EACH .99
ESCAL1 - ESCAL PERIOD 1 END
Blanket Purchase Agreement 4320632,
0

Proprietary and Confidential Page 7 of 56

Contract Terms and Conditions

Table of Contents

Terms and
Conditions.....8
Standard Terms
.....8
Standard Terms and Conditions for Construction Contracts
.....8
Special Conditions of Purchase - Indefinite Quantity Contract

Contains Confidential Commerical Information

.....47
Appendix A
.....49
Gift Policy
.....55
Blanket Purchase Agreement 4320632,
0
Proprietary and Confidential Page 8 of 56
Terms and Conditions
Standard Terms
Standard Terms and Conditions for Construction Contracts
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
STANDARD TERMS AND CONDITIONS
FOR
CONSTRUCTION CONTRACTS
Blanket Purchase Agreement 4320632,
0
Proprietary and Confidential Page 9 of 56
July 1, 2012
-
TABLE OF CONTENTS
ArticleTitle Page No.
1. Definitions1
2.Contract Formation1
3.Specifications, Plans, and Drawings2
4.Price and Payment2
5.Time for Completion.6
6.Excusable Delay.6
7.Safeguards in Work7
8.Knowledge of Work Conditions and Requirements8
9.Contractor's Performance9
10.Con Edison Authority10
11.Estimated Quantities10
12.Warranties10
13.Changes (Including Extra Work)11
14.Labor13
15.Time and Material and Cost Reimbursable Work15
16.Claims16
17.Permits, Codes, Laws and Regulations19
18.Quality Assurance/Quality Control19
19.Protection of Persons, Work and Property19
Blanket Purchase Agreement 4320632,
0
Proprietary and Confidential Page 10 of 56
20.Vehicle Spills.21
21.Maintenance of Work Site21
22.Subsurface Conditions Found Different21
23.Inspection and Tests and Correction of Defects21
24.Effect of Con Edison Approval23
25.Subcontracting23
26.Title to Materials and Completed Work24
27.Investigation and Audit24
28.Con Edison's Performance24
29.Liens25
30.Bonds25
31.Other Contractors26
32.Suspension26
33. Termination for Convenience27
34.Confidentiality28

Contains Confidential Commerical Information

35. Infringement	28
36. Indemnification	29
37. Insurance	29
38. Taxes	33
39. Amendments	33
40. Assignment	33
41. Cancellation for Default	33
42. Ownership of Documents and Materials; Ownership of Intangible Property	34
43. Relationship of Parties	36
44. Third Party Rights	36
45. Waiver	36
46. Set-Off	37
47. Conflicting Documents; Headings	37
48. Notices	37
49. Entire Agreement	37
50. Governing Law	37
51. Waiver of Trial by Jury	38
52. Submission to Jurisdiction/Choice of Forum	38
53. Limitation on Time to Sue	38
54. Performance of Work During Pendency of Disputes	38
55. Enablement in the Procurement System	38
Blanket Purchase Agreement 4320632,	0

Proprietary and Confidential Page 11 of 56

56. Gift Policy and Unlawful Conduct

Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1. Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" - Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing

any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" - The contractor who is a party to the Contract with Con Edison .

"Contract" - The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("

BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.

"Work" - The project contemplated by the Contract and all labor and supervision; construction materials, equipment, tools and other aids to construction; equipment, materials and structures to be installed; and other things of any nature necessary or proper for the completion of the project, whether or not expressly specified herein.

"Subcontractor" - Any company or person, other than an employee of Contractor, that furnishes any of the Work on behalf of Contractor.

2. Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if

Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or

another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains

terms additional to or different from the terms on which quotations were requested by Con Edison which are not

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accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not

Blanket Purchase Agreement 4320632,

0

Proprietary and Confidential Page 12 of 56

enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the Contract or such

other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance thereof), or

Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing,

such Work signifying Contractor's acceptance of the terms thereof.

3. Specifications, Plans, and Drawings.

A. The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

Contractor shall carefully review all of the contract documents. Contractor shall promptly submit in writing to Con Edison whenever discovered, whether before or after award, any inconsistency, ambiguity, or error between documents or within a document. Contractor shall abide by the written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B. Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all

such documents.

C. Contractor shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D. Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Con Edison for such review and approval prior to their implementation.

4. Price and Payment.

Blanket Purchase Agreement 4320632,

0

Proprietary and Confidential Page 13 of 56

A. Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to

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defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

Blanket Purchase Agreement 4320632,
0

Proprietary and Confidential Page 14 of 56

read and interpreted to be consistent with Section 34 of the New York Lien Law (or its successor).

B. Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the quantity of Work completed and whether or not it is acceptable shall be conclusive.

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise

in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison shall pay the remaining invoices for progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due

under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

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E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against

Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made shall be applied by Contractor to any and all principal sum(s) due before being applied to any interest that may be due thereon pursuant to any express provision therefor in the Contract or otherwise.

Blanket Purchase Agreement 4320632,

0

Proprietary and Confidential Page 15 of 56

G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final payment shall be and shall operate as a release of all claims against Con Edison and of all liability of Con Edison to Contractor for things done or furnished in connection with the Work and for every act and neglect of Con Edison and others for whom Con Edison may be responsible relating to or arising out of the Work. However, no payment, final or otherwise, shall operate to release Contractor or its sureties from the obligations under this Contract or any performance or payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a

representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by

Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being

submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site

storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall

not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by

Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a

"bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in

accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any

liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims

have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated

therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials,

supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that

they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such

invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements,

and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all

previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is

allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that

the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in

full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition

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precedent

to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof

for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the

Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and

shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule.

Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will

ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and

equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified

for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays,

Sundays or legal

holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to

adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to

Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to

require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work

overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such

Blanket Purchase Agreement 4320632,

0

Proprietary and Confidential Page 16 of 56

other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con

Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially

approved.

6. Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond

its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of

governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not

due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful

activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due

to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an

express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for

reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the

supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor

to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is

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not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written

notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update

Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period

equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive

remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7.Safeguards in Work.

A.Contractor shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B.Contractor shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C.In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

Blanket Purchase Agreement 4320632,

0

Proprietary and Confidential Page 17 of 56

D.Contractor shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

E.If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

F.Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

G.If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the

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Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof. Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and

Blanket Purchase Agreement 4320632,

0

Proprietary and Confidential Page 18 of 56

has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions

which may affect the Work, including equipment or structures in place or to be in place, or work being or to be

performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry

into the Contract has not been induced either wholly or in part by any promises, representations or statements on

behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the

Work site, Contract documents or all other available information shall be at its own risk. Contractor further

represents that the price set forth in the Contract has been determined with due regard by Contractor to all such

conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature

contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically

provided in the Contract.

9. Contractor's Performance.

A. Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in

the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly,

notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule.

Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B. When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by

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Contractor in this role shall be subject to the continuing approval of Con Edison.

C. Contractor shall perform the Work in accordance with the following:

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in

good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 19 of 56

(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment,

receiving and placement shall be in accordance with the applicable laws and ordinances. Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison Authority

A. Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B. Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11. Estimated Quantities. Whenever estimated quantities of Work to be done on a unit-price basis are shown in the

Contract, differences between the actual number of units of Work encountered and the estimated quantities of units

shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or

O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 20 of 56

acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with

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the best

accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title,

material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and

may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit prices. Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 21 of 56

prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B. The following rates are approved by Con Edison for Work performed on a T&M basis:

(i) Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable. This paragraph shall not be construed to affect Contractor's obligations to pay its employees in

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accordance with applicable law and the requirements of the Contract.

(ii)Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 22 of 56

the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

C. Contractor shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D. In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E. Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F. Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the Work due to such changes.

14.Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 23 of 56

Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may

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have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B. The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an

employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 24 of 56

contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work.

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

B. Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative.

If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment

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within 30 days after receipt of a proper invoice with required supporting documentation.

D.All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E.The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F.Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G.No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost

reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with

applicable law and the requirements of the Contract.

16.Claims.

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 25 of 56

A.The only claims that may be made by Contractor are claims for (i) providing services or materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be permitted.

B.For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 26 of 56

section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C.For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i)For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

(a)The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and

(b)The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and from whom purchased or rented.

(ii)For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

(a)The date the Increased Costs were incurred;

(b)The name, title, trade local, and number of the workers who performed the work whose costs were increased;

(c)The price in Contractor's bid for the performance of the work that had its cost

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increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and
(d)The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D.If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption,

disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

Blanket Purchase Agreement 4320632,
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Proprietary and Confidential Page 27 of 56

impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E.Contractors shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

F.Contractors failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to

collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has

Blanket Purchase Agreement 4320632,
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Proprietary and Confidential Page 28 of 56

had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17.Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for

the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically

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requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 29 of 56

extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and

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all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all

times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor

performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a

Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison

to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid

service to any persons who may be injured in the course of performance of the Work and shall have standing

arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against

Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con

Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers,

used in the performance of work for Con Edison are maintained in good working condition and are not leaking any

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 30 of 56

fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a

vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving

the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to

reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and

equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other

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contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed.

Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with

the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

Blanket Purchase Agreement 4320632,
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Proprietary and Confidential Page 31 of 56

give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B. No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

C. Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

(i) halt the continuation of such Work; and

(ii) require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison,

to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or

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(iii) perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the

cost thereof from Contractor; or

(iv) accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional

work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24. Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to,

or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance

of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any

approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or

furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con

Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms.

Any failure

of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements

of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an

acceptance of the non-compliance.

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 32 of 56

25. Subcontracting.

A. Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B. Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison.

Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C. If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

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Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, N.Y. 10003
Attention: Purchasing Department
Section Manager,
Technology and Strategic Initiatives

26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work

Blanket Purchase Agreement 4320632,
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Proprietary and Confidential Page 33 of 56

completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a

fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made

under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the

Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such

Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books,

records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency

or authority and their respective authorized representatives during the term of this Contract and for a period of six

(6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid

Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in

fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount

equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable

Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give

rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the

Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve

Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from

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performing.

Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29.Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison

and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is

situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics,

workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including

commissary, in

connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and

legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear

of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document

and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly

executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's

final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and

liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its

affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated,

from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 34 of 56

shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent

with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of

the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold

from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens

arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery,

equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in

accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise

discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien,

including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed

payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a

lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and

expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con

Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's

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failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees.

If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con

Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and

attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or

requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section

137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the

Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties,

acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds

which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New

York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the

Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no

additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con

Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it

has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment

therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the

Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under

any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near

the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage

through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 35 of 56

loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any

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suspended

Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay

caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to

be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss

of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison

(obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in

writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred

thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to

resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 36 of 56
change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior

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to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C.If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison.

Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information

regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or

prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in

writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to

any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con

Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise

identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for

any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior

written permission. Contractor acknowledges that its violation of the provisions of this article may result in

irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not

be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 37 of 56

Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies

at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process,

material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if

it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a

suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates

(including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of

any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability,

damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials,

tools or equipment provided to Con Edison or O&R or employed in the performance of the Work.

Contractor shall

provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection

therewith, including compensation of experts and counsel, and all damages and costs awarded against an

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indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. Insurance. Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

Blanket Purchase Agreement 4320632,
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Proprietary and Confidential Page 38 of 56

A. Employment related insurance.

(i) Workers' Compensation Insurance as required by law.

(ii) Employer's Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and

occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and harbor Workers' Act, the Federal

Employers' Liability Act, and the Jones Act.

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder,

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Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance policy or policies shall also name the State of New York, the City of New York or such other municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 39 of 56

Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days

prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage.

All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the

additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies

specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and

signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such

certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that

Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this

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Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article. To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work. For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison.

Blanket Purchase Agreement 4320632,
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Proprietary and Confidential Page 40 of 56

Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder. In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor,

Contains Confidential Commercial Information

Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows:

if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to :

Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General

Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for

O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965,

Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 41 of 56

Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention:Purchasing Department

Supplier Management Group (SMG)

38.Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the

provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local

sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable

to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by

Contractor's and any Subcontractor's payrolls.

39.Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in

writing and signed by an authorized representative of Con Edison.

40.Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the

written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an

assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly

and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns

all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a

clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to

any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of

the Work.

41.Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con

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Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default.

Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 42 of 56

without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison.

Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of

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Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights

and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents and Materials; Ownership of Intangible Property

A. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable

Blanket Purchase Agreement 4320632,
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Proprietary and Confidential Page 43 of 56

subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such O&R Materials and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable

or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of

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Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D.All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable

or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 44 of 56

cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43.Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work.

No right

of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be

construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint

employers of Contractor's employees.

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract.

Con Edison'

s affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third

party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are

specifically referenced. There are no other third party beneficiaries of the Contract.

45.Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any

order or

certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations

nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to

otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or

remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in

whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to

which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless

in writing and signed by Con Edison's authorized representative, and any such

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 45 of 56

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waiver shall be effective only with respect to the particular event to which it specifically refers.

46. Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without prejudice to the rights of the parties in respect of such claims.

47. Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49. Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50. Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed

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in that state.

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 46 of 56

51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim

brought by either party against the other on all matters whatsoever arising out of or in any way connected with the

Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the

Contract.

52. Submission to Jurisdiction/Choice of Forum.

A. Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B. Contractor consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising

out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the

Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work

and comply with all other obligations under the Contract as though no such claim or dispute had arisen.

Except as

otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to

receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with

respect to disputed items or matters shall be deferred until final resolution of the claim or dispute.

Nothing in this

Article 54 shall be construed to affect the provisions of Article 16.

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement

System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes

receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall

promptly become enabled.

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 47 of 56

56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither

employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a

payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or

others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its

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employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

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Special Conditions of Purchase - Indefinite Quantity Contract

SPECIAL CONDITIONS OF PURCHASE -- INDEFINITE QUANTITY CONTRACT

1. Nature of These Special Conditions

These Special Conditions of Purchase--Indefinite Quantity Contract relate to the goods or services specified in the

Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract.

The Contract is not a requirements contract. Con Edison reserves the right to contract with others during the term of

the Contract for quantities of one or more of the items covered by the Contract, whether or not at the time

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Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 48 of 56

Con Edison has met its minimum purchase obligation as set forth below.

2. Maximum and Minimum Quantities

Seller or Contractor (either of whom is hereinafter referred to in these Special Conditions of Purchase as "Seller")

shall furnish such quantities of the items listed in the Contract as Con Edison may order, subject to the following limitation: where estimated quantities are stated, Seller shall supply up to one hundred twenty five percent (125%) of the estimated quantity of each item and, in consideration thereof, Con Edison shall make purchases of items under the Contract, the prices of which in the aggregate equal an amount that is at

least ten percent (10%) of the total contract price for the estimated quantities. (For the avoidance of doubt,

such ten percent (10%) commitment is not based upon the purchase of ten percent (10%) of each item.) If no estimated quantities are stated in the Contract, Con Edison's minimum purchase obligation shall be an amount equal to ten percent (10%) of the total authorized dollar amount stated in the Contract. The unit prices shall remain firm regardless of the quantities of each item or of all items ordered and, except for the

applicable minimum purchase obligation set forth above, Con Edison shall incur no liability for items not ordered. For the avoidance of doubt, it is specifically acknowledged and agreed that the minimum purchase obligation set forth above shall not apply in the event that Con Edison exercises its rights pursuant

to the Termination for Convenience provisions or the Cancellation for Default provisions, directly or indirectly, incorporated in the Contract.

3. Orders for Goods or Services

Con Edison may order goods or services by issuing Standard Purchase Orders ("purchase orders") for specific

quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a

purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

July 1, 2012

4. Terms and Conditions

All orders shall be subject to the terms and conditions included or referenced, directly or indirectly, in the Contract.

5. Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise

specified in such purchase order. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire

quantity is delivered.

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 49 of 56

6. Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the day items are shipped. Each

shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

7. Expenditure Limitation

Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together

with the price of all previous purchase orders issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until the total amount of expenditure authorized under the Contract has been increased by means of a duly executed revision or amendment to the Contract. Seller shall

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inform

Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

8. Completion of Performance

Any purchase order issued under the Contract during the term of the Contract and not completed within that term,

shall be completed by Seller within the time specified in such purchase order, and the rights and obligations

of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract, as if performance of such purchase order had been completed during the effective period of the Contract.

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Appendix A

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

March 24, 2014

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply

with the following clauses and make the following certifications. Where clauses or certifications require the

Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as

if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications

incorporating such referenced provisions may be provided below. However, the referenced provisions, together

with any relevant law or regulation, should also be consulted to determine applicability.

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 50 of 56

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To

the Government (SEP 2006)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section

52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the

substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTI-KICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (OCT 2010)"

except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition

Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract

which exceed \$150,000.

CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$30,000)

Con Edison is required to decline to enter into contracts in excess of \$30,000 with a Contractor that has been

debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason

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to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$30,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

The Contractor agrees to be bound by and comply with the clause entitled "Utilization of Small Business Concerns

Blanket Purchase Agreement 4320632,
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Proprietary and Confidential Page 51 of 56

(JAN 2011)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title

48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$650,000 [\$1,500,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small

Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business

Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in

Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal

Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the

contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled

"Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities

and shall comply with the requirements for record keeping and reporting to the Federal Government.

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of

Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal

Opportunity (MAR 2007)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section

52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and

conditions in nonexempt subcontracts.

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The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the

Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that

any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor further agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of

Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as

amended and set forth the Contractor's obligations, including its affirmative action obligations.

Specifically, the

Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-

741-5(a) of Title 41 of the Code of Federal Regulations. These regulations prohibit discrimination against

qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit

discrimination against all individuals based on their race, color, religion, sex or national origin.

Moreover,

these regulations require that covered prime contractors and subcontractors take affirmative action to

employ and advance in employment individuals without regard to race, color, religion, sex, national origin,

protected veteran status or disability.

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 52 of 56

EQUAL OPPORTUNITY FOR VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or

orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal

Opportunity for Veterans (SEP 2010)," which is contained in Section 52.222-35 of the Federal Acquisition

Regulation (section 52.222-35 of title 48 of the Code of Federal Regulations), including the requirement to include

such terms and conditions in nonexempt subcontracts.

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(this clause is applicable to all contracts of or exceeding \$15,000 unless exempted by the rules, regulations or orders

of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)," which is contained in Section 52.222-36

of the

Federal Acquisition Regulation (section 52.222-36 of title 48 of the Code of Federal Regulations), including the

requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued

under the Rehabilitation Act of 1973 (29 U.S.C. 793, as amended).

EMPLOYMENT REPORTS ON VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or

orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled

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"Employment Reports on Veterans (SEP 2010)," which is contained in Section 52.222-37 of the Federal Acquisition

Regulation (section 52.222-37 of title 48 of the Code of Federal Regulations), including the requirement to include

such terms and conditions in nonexempt subcontracts and to comply with the reporting to the Federal Government

(including the submission of VETS-100A Report).

COMBATING TRAFFICKING IN PERSONS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Combating Trafficking in Persons (FEB 2009)," which is contained in Section 52.222-50 of the Federal Acquisition

Regulation (section 52.222-50 of title 48 of the Code of Federal Regulations), including the requirement to include

such terms and conditions in all subcontracts.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 53 of 56

(this clause is applicable to all contracts requiring access to a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Personal

Identity Verification of Contractor Personnel (JAN 2011)," which is contained in Section 52.204-9 of the Federal

Acquisition Regulation (section 52.204-9 of title 48 of the Code of Federal Regulations), including the requirement

to include such terms and conditions in all subcontracts.

PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS

(this clause is applicable to contracts which incorporate or refer to Section 52.232-27 of the Federal Acquisition

Regulation)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Prompt

Payment for Construction Contracts (OCT 2008)," which is contained in Section 52.232-27 of the Federal

Acquisition Regulation (section 52.232-27 of title 48 of the Code of Federal Regulations), including the requirements set forth in subsection (c) "Subcontract clause requirements".

ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

(this clause is applicable to all contracts for goods and services to be used or performed at a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Energy

Efficiency in Energy-Consuming Products (DEC 2007)," which is contained in Section 52.223-15 of the Federal

Acquisition Regulation (section 52.223-15 of title 48 of the Code of Federal Regulations), including the requirement

to include such terms and conditions in all subcontracts.

PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities

(FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of

title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt

subcontracts.

NOTICE OF EMPLOYEE RIGHTS

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(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations,

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 54 of 56

which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$150,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment

of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such

certification and to the completion and submission of any documentation that may be required by such certification,

and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items

(DEC 2010)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of

the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the

clause entitled "Contractor Code of Business Ethics and Conduct (APR 2014)" contained in Section 52.203-13 of

the Federal Acquisition Regulations (section 52.203-13 of title 48 of the Code of Federal Regulations); (ii) the

clause entitled "Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN

2010)" contained in Section 52.203-15 of the Federal Acquisition Regulations (section 52.203-15 of title 48 of the

Code of Federal Regulations); (iii) the clause entitled "Utilization of Small Business Concerns (DEC 2010)"

contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of

Federal Regulations); (iv) the clause entitled "Equal Opportunity (MAR 2007)" contained in Section 52.222-26 of

the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); (v) the

clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible

Veterans (SEP 2010)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of

title 48 of the Code of Federal Regulations); (vi) the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section

52.222-36

of title 48 of the Code of Federal Regulations); (vii) the clause entitled "Notification of Employee Rights under the

National Labor Relations Act (DEC 2010) contained in Section 52.222-40 of the Federal Acquisition Regulations

(section 52.222-40 of title 48 of the Code of Federal Regulations); (viii) the clause entitled "Combating Trafficking

in Persons (FEB 2009)" contained in Section 52.222-50 of the Federal Acquisition Regulations (section

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52.222-50

of title 48 of the Code of Federal Regulations); and (ix) the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)" Contained in Section 52.247-64 of the Federal Acquisition Regulations (section 52.247-64 of title 48 of the Code of Federal Regulations. If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (DEC 2010)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)" and the clauses referenced in such clause, (b) include the terms and conditions of "Subcontracts for Commercial Items (DEC 2010)" in all subcontracts, and (c) to make and comply with the provisions of the certifications that are referenced in this Appendix A. Additionally, with respect to **clause (iv)**, above, the Contractor agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Blanket Purchase Agreement 4320632,
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Proprietary and Confidential Page 55 of 56

Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's

obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors**

shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of

Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their

status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require

that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, national origin, protected veteran status

or disability.

Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Consolidated Edison Company of New

York, Inc. ("Con Edison") policy that neither employees of Con Edison nor their family members, agents, or

designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other

form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with

Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering

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or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, Orange and Rockland Utilities, Inc. ("O&R")). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). In accordance with Section 15 of the New York State Public Service Law, Con Edison and O&R employees (and contractors working for Con Edison or O&R) are prohibited from offering any present, gift or gratuity (including, but not limited to, meals, refreshments and transportation), of any kind or any monetary amount, to any commissioner of the New York State Public Service Commission or to any employee of the New York State Department of Public Service. Many other federal, state, and local government agencies have restrictions on the value of gifts, meals and refreshments that their employees may accept. There is no uniform policy or rule applicable to employees of all government agencies. Giving or offering to give presents, gifts or gratuities in violation of applicable rules or laws could create the false impression that an entity or its employees or contractors are trying to improperly influence a government employee. It could also lead to civil or criminal penalties. Therefore, contractors and their employees, agents and subcontractors working on Con Edison or O&R projects shall not offer any presents, gift or gratuities to government employees in the course of their work for Con Edison or O&R.

Blanket Purchase Agreement 4320632,

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Proprietary and Confidential Page 56 of 56

The Gift Policy and Unlawful Conduct provisions set forth immediately above are in addition to, and not in lieu of, any other provisions governing the contractual relationship between Con Edison (or O&R) and the Contractor (including any other provisions pertaining to similar subjects) and are intended to be applied together with such other provisions. .

378677

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

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(Date) (Date)

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ATTACHMENT NO. 4

CONTRACTOR: STEP MAR CONTRACTING CORP.

PURCHASE ORDER NO.: 4335072

BID COMPARISON:

\$6,882,969
\$6,298,345
\$6,244,652
\$8,852,349
\$8,717,534
\$9,289,927
\$9,156,028
\$9,264,144
\$9,138,844
\$10,880,285
\$10,810,718
\$17,688,636
\$17,613,141
\$19,587,905
\$19,207,818
\$6,005,059
\$5,977,986

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COMPASS BPA 4335072, 4
Proprietary and Confidential Page 1 of 59
Consolidated Edison Company of New York, Inc.

**4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES**

Type **COMPASS BPA**

Order **4335072**

Revision **4**

PO Approved Date **08/20/2014**

Revision Date **08/20/2014**

Current Buyer **David Blaut**

Supplier: **STEP MAR CONTRACTING CORP**

COMPASS 321 FORT LEE RD

LEONIA, NJ 07605

UNITED STATES

Supplier

Contact:

JACOVINO MARIO

2019475252

Key

ConEd

Contact:

David Blaut

Ship To: **4 IRVING PLACE**

NEW YORK, NY 10003

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

10618 Immediate

Effective Start Date Effective End Date Amount Agreed (USD)

06/01/2014 05/31/2016 6,245,000.00

Notes: WESTCHESTER ELECTRIC AND DEAD GAS TRENCHING - NORTHERN DISTRICT

THIS IS A 2 YEAR CONTRACT WITH CON EDISON HAVING AN OPTION TO RENEW FOR A 3RD YEAR

YEAR 1 - 6/1/14-5/31/15

YEAR 2 - 6/1/15-5/31/16

YEAR 3- (AT CON EDISON'S OPTION) 6/1/16-5/31/17

Pricing will remain firm for the first year, with escalation of 2.5% for the second year, escalation 6.1% for the optional third year, from year one pricing. Contractor agrees not to seek pricing relief during the term of the blanket purchase agreement.

The scope of work includes furnishing supervision, labor, materials (other than company supplied material) and equipment necessary to perform trenching, excavation and installation of electric and non-pressurized plastic dead gas distribution facilities throughout Northern Westchester. The majority of the work would be for temporary restoration.

No Vendor/Contractor can perform any work before a site specific HASP is approved by Con Edison EH&S.

ORIGINAL INVOICES AND ALL SUPPORTING DOCUMENTATIONS SHOULD BE SENT DIRECTLY TO THE CON ED AUTHORIZED REPRESENTATIVE.

COMPASS BPA 4335072, 4

Proprietary and Confidential Page 2 of 59

EXPENDITURE LIMITATION: THE MAXIMUM EXPENDITURE AUTHORIZED UNDER

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BLANKET PURCHASE AGREEMENT IS \$6,245,000. CON EDISON WILL NOT BE OBLIGATED TO PAYMENT HEREUNDER IN EXCESS OF THIS EXPENDITURE LIMITATION AND THE CONTRACTOR SHALL NOT BE OBLIGATED TO CONTINUE PERFORMANCE UNLESS AND UNTIL AN INCREASE HAS BEEN AUTHORIZED BY MEANS OF A DULY EXECUTED MODIFICATION TO THIS AGREEMENT.

This Blanket Purchase Agreement will be performed in accordance with the following which are incorporated herein by reference:

Con Edison invitation to RFQ# 516067 and all documents referenced therein

Con Edison Amendments No's 1, 2, 3 4, & 5 to bid event, dated 1/2/14, 2/25/14, 3/4/14, 3/6/14 & 3/11/14, respectively.

Con Edison Standard Terms and Conditions of Construction Contract's dated 7/1/12

Con Edison's Special Conditions of Purchase – Indefinite Quantity Contract dated 7/1/12

Con Edison Supplemental Construction Contract Requirements CONST-004 Revision Number 1, dated 6/7/11

Con Edison Westchester Northern Area Special Conditions – Dated 3.4.14

Westchester CM Area Map

Con Edison Trenching Manual Revised January 29, 2014

Con Edison Appendix A

Con Edison Gift Policy

Step Mar Contracting Corp. Disclosure Form dated 3/3/14

Step Mar Contracting Corp. took no exceptions

Prevailing Wages and Certified Payrolls:

Contractor shall submit monthly certified payrolls in accordance with New York State Prevailing Wages and Con Edison's Terms and Conditions. Send all Certified Payrolls to Mike Perrino 212-460-3209 perrinom@coned.com.

The following items have been eliminated from the RFQ and will not be included in the contract:

T35 Saw cut all types of roadways/sidewalks, all depths inclusive

T48 Excavate up to 4 CY by hand, locate existing facilities i.e. gas, electric, water and sewer, and extend the opening to the predetermined dimensions using hand and machine methods

T70 Cut, remove and dispose of 1 inch through 8 inch metallic, wood or plastic pipe.

T70A Same as T70, except for pipe sizes greater than 8 inches and less than or equal to 16 inch

T70B Same as T70, except for pipe sizes greater than 16 inches

T129TB Test boring up to and including 40' in depth as per EO-6209. Full flag restoration included.

T129TBA For every additional 5' of boring depth greater than 40' to be paid incrementally to T125TB

T165 Furnish and install external sewer drain materials including connections to the manhole or vault and to the street sewer. Installation shall conform to current EO-16972 and New York City Sewer Standards or agencies having jurisdiction.

T185 Install one 2 inch HDPE conduit using trenchless technology, by using the piercing method.

T185A Install two 2 inch HDPE conduits, trenchless, by the piercing method.

T186B Install two 4 inch or 6 inch HDPE conduits, trenchless, by piercing or boring method.

REVISION 1 - CREATED LINE 130 (ITEM G-43B) DUE TO ORACLE UPLOAD ERROR.

CANCELLED LINE 114 DUE TO ORACLE UPLOAD ERROR (LINE DUPLICATED). NO OTHER CHANGES MADE TO REVISION 1.

REVISION 4 - ADD ITEMS 131-135 PER Westchester CONSTRUCTION MANAGEMENT REQUEST. NO OTHER CHANGES MADE TO REVISION 4.

REVISION 2 & 3 - INTERNAL CHANGES MADE TO BPA. NO OTHER CHANGES MADE TO REVISION 2 & 3.

Reference Documents: Con Edison Trenching Manual Revised January 29, 2014 Part 2 of 2.pdf

Con Edison Trenching Manual Revised January 29, 2014 Part 1 of 2.pdf

COMPASS BPA 4335072, 4

Proprietary and Confidential Page 3 of 59

Con Edison Supplemental Construction Contract

Requirements-Const-004 Rev1 6-7-2011.pdf

Step Mar Contracting Corp. Disclosure Form dated 3.3.14.pdf

AMENDMENT 4.docx

Westchester CM Area Map.pdf

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AMENDMENT 3.docx

Con Edison Westchester Northern Area Special Conditions – Dated

3.4.14.docx

AMENDMENT 5.docx

AMENDMENT 1.docx

AMENDMENT 2.docx

All prices and amounts on this order are expressed in USD

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

1 NS0170599 CYLIND

ER

125.00

T1 - STREET/NOBASE/BRK

2 NS0170960 CYLIND

ER

185.00

T2 - STREET/BASE/BRK

3 NS0171033 CYLIND

ER

278.00

T2C - B/OREMPAVMT

4 NS0171302 CYLIND

ER

268.00

T5 - LGHTREINCONRDBRK

5 NS0226704 CUBIC

YARD

320.00

T5A - InstLgtReinConRdwSdw

6 NS0171325 CYLIND

ER

280.00

T6 - HEAVYREINCONRDBRK

7 NS0225035 SQUARE

FOOT

395.00

T6A - HVYREIFRDWYRESTONLY

8 NS0171330 CYLIND

ER

185.00

T7 - RESTONLYSDWKDRIV

9 NS0171342 CYLIND

ER

290.00

T7A - BREAKONLYSDWKDRIV

10 NS0170734 EACH 215.00

T14 - COMPACTION TEST

11 NS0170974 LINEAR

FOOT

18.00

T21 - CONCRETE CURBS

12 NS0225999 LINEAR

FOOT

26.50

T21A - InstConcCurbAnyDepth

13 NS0171007 LINEAR

FOOT

9.50

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T22 - GRANITE/STONECURBS

14 NS0226705 LINEAR

FOOT

40.00

T22A - InstGranite/StneCurb

COMPASS BPA 4335072, 4

Proprietary and Confidential Page 4 of 59

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

15 NS0171019 LINEAR

FOOT

18.00

T23 - STEELNOSEDCURBS

16 NS0226706 LINEAR

FOOT

38.00

T23A - InstSteelNosedCurbs

17 NS0171050 CYLIND

ER

235.00

T30 - TEMPORARY MACADAM

18 NS0171123 CYLIND

ER

235.00

T31 - BINDER BASE

19 NS0171129 CYLIND

ER

172.50

T32 - CONCRETE BASE

20 NS0171157 CYLIND

ER

59.00

T40A - EXCAONLYMACHINEHAND

21 NS0171158 CYLIND

ER

32.00

T40B - BKFILONLYMACHINEHAND

22 NS0171181 CYLIND

ER

105.00

T43REV1 - EXCAMACHINEHAND

23 NS0171183 CYLIND

ER

215.00

T44 - EXCA100 HAND<10FT

24 NS0171201 LINEAR

FOOT

74.50

T46 - LINEARFT 3-0FTORLESS

25 NS0171214 LINEAR

FOOT

65.00

T46B - LINEARFTTRENCHING

26 NS0171220 LINEAR

FOOT

6.00

T46D - LFTCONDUIT>8DUCTS

27 NS0171241 LINEAR

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FOOT

77.00

T47 - LINFT 3.1-5.0FT

28 NS0171259 LINEAR

FOOT

110.00

T47L - LFTRENCH=>5FTDP

29 NS0171296 EACH 1050.00

T49 - URDREPAIR0.1-2.0CY

30 NS0171297 EACH 1370.00

T49A - URDREPAIR2.1-4.0CY

31 NS0171303 CYLIND

ER

525.00

T50 - ROCK

32 NS0171305 EACH 1300.00

T50S - REMSNOWICEFROMWKSITE

33 NS0171307 CYLIND

ER

795.00

T51 - ROCK REMOVAL-DISPOSE

34 NS0171309 CYLIND 550.00

COMPASS BPA 4335072, 4

Proprietary and Confidential Page 5 of 59

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

ER

T51H - ROCKEXAVDRILLSPLIT

35 NS0171312 CYLIND

ER

275.00

T52 - ROCKREMVLBYSPLQ

36 NS0171314 CYLIND

ER

275.00

T53 - INTACT MASONRY

37 NS0171315 CYLIND

ER

385.00

T53B - BRKDISPSTRUCCONCRETE

38 NS0171316 CYLIND

ER

425.00

T54 - ENCLOSURES

39 NS0171358 CYLIND

ER

35.00

T91 - CLEANFILL

40 NS0171360 CYLIND

ER

49.00

T92 - SAND BACKFILL

41 NS0171363 CYLIND

ER

125.00

T93 - CONTROLDENSITYBKF

42 NS0169731 CYLIND

ER

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86.00
GT-93 - CONTRDENS BKFLINCREMN
43 NS0171364 CYLIND
ER
49.00
T94 - NYSSPECNO4BKF
44 NS0171365 CYLIND
ER
45.00
T95 - TRUCKFROMSITE
45 NS0171367 CYLIND
ER
56.00
T96 - CRUSHED STONE
46 NS0170601 SQUARE
FOOT
6.00
T101 - SOLID SHEETING
47 NS0170603 SQUARE
FOOT
12.50
T103 - TONGUE/GROVESHEETING
48 NS0170604 SQUARE
FOOT
14.00
T104 - T/GSHEETINGFURNOTHER
49 NS0170609 SQUARE
FOOT
6.50
T110 - VEHICULAR PLATES
50 NS0209250 EACH 105.00
T112A - StrapWldedPlts-15str
51 NS0169656 SQUARE
FOOT
10.50
GT-61 - T112W/RECESSPLTS
52 NS0170614 SQUARE
FOOT
7.00
T114 - PLATERENTALMAINT.
COMPASS BPA 4335072, 4
Proprietary and Confidential Page 6 of 59
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
53 NS0170617 SQUARE
FOOT
5.80
T117 - PEDESTRIAN PLATES
54 NS0170618 SQUARE
FOOT
6.00
T118 - PEDPLATERENTAL
55 NS0170629 EACH 2500.00
T122 - F/I/R SHUNT BOX
56 NS0170630 LINEAR
FOOT
58.00
T122A - LF SHUNT BOX > 50 FT

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57 NS0170632 EACH 595.00
T125 - TESTPIT 0.1-4.0 CY
58 NS0170641 EACH 1100.00
T126 - TESTPIT 4.1-8.0 CY
59 NS0171395 EACH 2500.00
TPC1 - PCSTRUCT1SMALL
60 NS0171396 EACH 8000.00
TPC2 - PCSTRUCT2MEDIUM
61 NS0171397 EACH 12500.00
TPC3 - PCSTRUCT3LARGE
62 NS0170720 EACH 1400.00
T137 - URD SPLICE/HT BOXES
63 NS0170721 EACH 2700.00
T137A - CONC URD SPLICE BOX
64 NS0171400 EACH 3250.00
TPCSL1 - PCSLTSTRUCTSMALL1
65 NS0171401 EACH 10250.00
TPCSL2 - PCSLTSTRUCTLARGE2
66 NS0226708 EACH 4850.00
FPC1 - FldConstB3-6,TS,S-2C
67 NS0227131 EACH 18500.00
FPC2 -FldConstBV7-8,TM11,T
68 NS0226709 EACH 25000.00
FPC3 - FldConstM14,V13-6
69 NS0170779 EACH 23500.00
T148A - FC BV-9
70 NS0170837 EACH 1100.00
T155 - HINGEDCURBPANEL
71 NS0170838 EACH 2500.00
T156 - B/O,DISPBOX/CONDUITS
72 NS0170842 EACH 2100.00
T157 - B/O,DISPENCASECOND
73 NS0170843 EACH 1525.00
T158 - B/O,DISPOSECONDUITS
74 NS0170844 EACH 3800.00
T159 - BREAKEXISTMANHOLE
75 NS0170853 EACH 4275.00
T160 - REMOVEDISPOSEFRAMES
76 NS0170863 EACH 4250.00
T167 - INTERNALSEWERMATERIA
77 NS0170866 EACH 500.00
T170 - REGRADEGASVALVE
78 NS0227568 EACH 1250.00
T171QSL - InstSelfLvLMHFrame
COMPASS BPA 4335072, 4
Proprietary and Confidential Page 7 of 59
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
79 NS0227569 EACH 1280.00
T171QSLC - T171QSL-ConcToTop
80 NS0170876 EACH 1550.00
T171Q - B/OREPLCASTTO25SF
81 NS0170888 EACH 1625.00
T172S - B/OREPLCASTTO40SF
82 NS0170897 EACH 1850.00
T173S - B/OREPLCAST40-60SF
83 NS0170906 EACH 2100.00
T174S - B/OREPLCAST>60SF

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84 NS0170910 EACH 2300.00
T175 - RESETEXISTTM VROOF
85 NS0170916 EACH 365.00
T179 - DELIVERINSTALLCOVER
86 NS0170917 EACH 250.00
T179A - DELIVERINSTALLCOVER
87 NS0170918 EACH 980.00
T179B - PICKUPDELIVERMATLS
88 NS0170919 LINEAR
FOOT
3.25
T180 - INST 2"-5"CONDUIT
89 NS0226707 EACH 7.00
T181A - RodMandrelRope4Condt
90 NS0170927 CYLIND
ER
490.00
T182 - FIBERGLASS CONDUIT
91 NS0170932 LINEAR
FOOT
5.00
T183 - INST4"-5"SPLITCONDUI
92 NS0170948 EACH 655.00
T188 - 2"-5"RISERBENDPIPE
93 NS0170951 CYLIND
ER
750.00
T190 - STRUCTURALCONC<5CY
94 NS0170953 CYLIND
ER
285.00
T192 - SIMPLECONCNOREINF
95 NS0227570 LINEAR
FOOT
2.75
T195 - F/I/M/RSiltFenceStak
96 NS0227571 EACH 50.00
T196 - F/I/M/R Hay Bales
97 NS0170961 EACH 1800.00
T200 - LUMPSUMLAYOUTS
98 NS0170975 HOUR 110.00
T210 - DEWATERING
99 NS0170979 EACH 1050.00
T211 - MOBILIZATION
100 NS0170999 EACH 1350.00
T215 - MOB WITHIN 4HRS
101 NS0171140 EACH .00
T350 - TIMEEQPPAYMENT

This line CANCELED on 03-JUN-2014

COMPASS BPA 4335072, 4

Proprietary and Confidential Page 8 of 59

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

102 NS0170538 EACH 2900.00
SL002 - ECXCLRDUCTREPLCABLE
103 NS0168626 LINEAR
FOOT
83.00

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G-26A - UP TO 4IN
104 NS0168627 LINEAR
FOOT
78.00
G-26AA - UP TO 4IN
105 NS0168629 LINEAR
FOOT
65.00
G-26AE - UP TO 4IN
106 NS0169363 LINEAR
FOOT
87.00
GT-26B - 6IN-8IN
107 NS0169364 LINEAR
FOOT
85.00
GT-26BA - 6IN-8IN
108 NS0169365 LINEAR
FOOT
84.00
GT-26BC - 6IN-8IN
109 NS0169366 LINEAR
FOOT
83.00
GT-26BE - 6IN-8IN
110 NS0169385 LINEAR
FOOT
23.00
GT-27A - 2IN-4IN
111 NS0168661 LINEAR
FOOT
23.00
G-27AA - UPTO1.25IN
112 NS0169386 LINEAR
FOOT
35.00
GT-27B - 6IN-8IN
113 NS0168852 CYLIND
ER
330.00
G-43A - EXCAVRDWYNONPROT
114 NS0168852 CYLIND
ER
213.00
G-43A - EXCAVRDWYNONPROT
This line CANCELED on 21-MAY-2014
115 NS0169521 EACH 260.00
GT-42A - OFFSET-UPTO4IN
116 NS0169727 EACH 85.00
GT-91A - FUSEPIPEUPTO4IN
117 NS0169728 EACH 165.00
GT-91B - FUSEPIPE6-8IN
118 NS0169729 EACH 275.00
GT-91C - FUSEPIPE10-12IN
119 NS0169972 EACH 1.00
MATINV - MATERIALINVOICE
120 NS0170141 EACH 10.00
PARTIAL - PATRIALPAYMENT
121 NS0170248 EACH 1.00

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PREMIUM - PREMDIFFPAYMENT

COMPASS BPA 4335072, 4

Proprietary and Confidential Page 9 of 59

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

122 NS0170249 EACH 10.00

PROGRESS - PROGRESSPAYMENT

123 NS0168393 EACH 1.00

BILCORRECT - BILL CORRECTION

124 NS0168423 EACH 1.00

EQPINV - EQUIPMENTINVOICE

125 NS0168451 EACH 1.00

FINECORRCT - FINENOVCORRECTION

126 NS0171140 EACH 1.00

T350 - TIMEEQPPAYMENT

127 NS0170598 EACH 1.00

SUBINV - SUBCONTRACTINVOICE

128 NS1937593 05/31/2015 EACH 1.00

ESCAL0 - BASE PRICE END

129 NS1937594 05/31/2016 EACH 2.50

ESCAL1 - ESCAL PERIOD 1 END

130 NS0168853 CYLIND

ER

213.00

G-43B - EXCAVINEARTH

131 NS0168638 LINEAR

FOOT

188.00

G-26C - 10IN-12IN

132 NS0168640 LINEAR

FOOT

188.00

G-26CC - 10IN-12IN

133 NS0168639 LINEAR

FOOT

159.00

G-26CA - 10IN-12IN

134 NS0168641 LINEAR

FOOT

148.00

G-26CE - 10IN-12IN

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 10 of 59

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....11

Standard Terms11

Standard Terms and Conditions for Construction Contracts11

Special Conditions of Purchase - Indefinite Quantity Contract50

Gift Policy52

Appendix A53

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 11 of 59

Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

Contains Confidential Commerical Information

**CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
STANDARD TERMS AND CONDITIONS
FOR
CONSTRUCTION CONTRACTS**

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 12 of 59

July 1, 2012

-

TABLE OF CONTENTS

Article Title Page No.

1. Definitions	1
2. Contract Formation	1
3. Specifications, Plans, and Drawings	2
4. Price and Payment	2
5. Time for Completion	6
6. Excusable Delay	6
7. Safeguards in Work	7
8. Knowledge of Work Conditions and Requirements	8
9. Contractor's Performance	9
10. Con Edison Authority	10
11. Estimated Quantities	10
12. Warranties	10
13. Changes (Including Extra Work)	11
14. Labor	13
15. Time and Material and Cost Reimbursable Work	15
16. Claims	16
17. Permits, Codes, Laws and Regulations	19
18. Quality Assurance/Quality Control	19
19. Protection of Persons, Work and Property	19
Blanket Purchase Agreement 4335072,	
4	
Proprietary and Confidential Page 13 of 59	
20. Vehicle Spills	21
21. Maintenance of Work Site	21
22. Subsurface Conditions Found Different	21
23. Inspection and Tests and Correction of Defects	21
24. Effect of Con Edison Approval	23
25. Subcontracting	23
26. Title to Materials and Completed Work	24
27. Investigation and Audit	24
28. Con Edison's Performance	24
29. Liens	25
30. Bonds	25
31. Other Contractors	26
32. Suspension	26
33. Termination for Convenience	27
34. Confidentiality	28
35. Infringement	28
36. Indemnification	29
37. Insurance	29
38. Taxes	33
39. Amendments	33
40. Assignment	33
41. Cancellation for Default	33
42. Ownership of Documents and Materials; Ownership of Intangible Property	34
43. Relationship of Parties	36
44. Third Party Rights	36

Contains Confidential Commerical Information

45.Waiver36
46.Set-Off37
47.Conflicting Documents; Headings37
48.Notices37
49.Entire Agreement37
50.Governing Law37
51.Waiver of Trial by Jury38
52.Submission to Jurisdiction/Choice of Forum38
53.Limitation on Time to Sue38
54.Performance of Work During Pendency of Disputes38
55.Enablement in the Procurement System38
Blanket Purchase Agreement 4335072,
4

Proprietary and Confidential Page 14 of 59

56.Gift Policy and Unlawful Conduct39
Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1.Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" -Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" -The contractor who is a party to the Contract with Con Edison .

"Contract" -The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.

"Work" -The project contemplated by the Contract and all labor and supervision; construction materials, equipment, tools and other aids to construction; equipment, materials and structures to be installed; and other things of any nature necessary or proper for the completion of the project, whether or not expressly specified herein.

"Subcontractor" -Any company or person, other than an employee of Contractor, that furnishes any of the Work on behalf of Contractor.

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains terms additional to or different from the terms on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 15 of 59

enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the Contract or such other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

3.Specifications, Plans, and Drawings.

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

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Contractor shall carefully review all of the contract documents. Contractor shall promptly submit in writing to Con Edison whenever discovered, whether before or after award, any inconsistency, ambiguity, or error between documents or within a document. Contractor shall abide by the written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B. Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

C. Contractor shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D. Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Con Edison for such review and approval prior to their implementation.

4. Price and Payment.

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 16 of 59

A. Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a

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form reasonably satisfactory to Con Edison and shall in all respects be
Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 17 of 59

read and interpreted to be consistent with Section 34 of the New York Lien Law (or its
successor).

B. Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall
submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices
shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the
quantity of Work completed and whether or not it is acceptable shall be conclusive.

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise
in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and
approved by Con Edison, of the physical Work performed during the period stated in the purchase
order or, if none is stated, during the preceding calendar month. In preparing estimates,
Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but
not yet physically incorporated into the Work. As additional security for the proper performance
of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty
percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and
on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison
shall pay the remaining invoices for progress payments in full. The amount previously retained
will be paid to Contractor following completion and acceptance of the entire Work. The judgment
of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is
acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due
under the Contract such amount as may reasonably appear necessary to it to compensate Con
Edison for any actual or prospective loss due to Work which is defective or does not conform to
Contract requirements, actual or prospective failure of Contractor to complete performance of the
Work, or any other failure of Contractor to perform any of its obligations under the Contract or
when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con
Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con
Edison's judgment, either performed the obligation or obligations in question or furnished security
which Con Edison deems adequate for such performance or, in the case of withholding for
overpayment, until an audit of Contractor's work or documentation is completed and the proper
payment is determined.

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against
Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be
acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against
Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided
for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made
shall be applied by Contractor to any and all principal sum(s) due before being applied to any
interest that may be due thereon pursuant to any express provision therefor in the Contract or
otherwise.

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 18 of 59

G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final
payment shall be and shall operate as a release of all claims against Con Edison and of all liability
of Con Edison to Contractor for things done or furnished in connection with the Work and for
every act and neglect of Con Edison and others for whom Con Edison may be responsible relating
to or arising out of the Work. However, no payment, final or otherwise, shall operate to release
Contractor or its sureties from the obligations under this Contract or any performance or payment
bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a
representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by
Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being
submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site
storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall
not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by

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Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 19 of 59

other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6. Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7. Safeguards in Work.

A. Contractor shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without

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limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B. Contractor shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C. In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 20 of 59

D. Contractor shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

E. If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

G. If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof.

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 21 of 59

has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be

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performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9. Contractor's Performance.

A. Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule. Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B. When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

C. Contractor shall perform the Work in accordance with the following:

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 22 of 59

(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances. Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison Authority

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A. Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B. Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11. Estimated Quantities. Whenever estimated quantities of Work to be done on a unit-price basis are shown in the Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 23 of 59

acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with the best accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 24 of 59

prices and so notifies Contractor prior to the start of the changed work. For work for which no

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unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B.The following rates are approved by Con Edison for Work performed on a T&M basis:

(i)Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable. This paragraph shall not be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

(ii)Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 25 of 59

the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

C.Contractor shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D.In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E.Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F.Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the Work due to such changes.

14.Labor.

A.Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the

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Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor,(or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 26 of 59

Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor,(or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B.The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C.Contractor shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D.Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 27 of 59

contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract,

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agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work.

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

B. Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative.

If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment within 30 days after receipt of a proper invoice with required supporting documentation.

D. All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E. The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G. No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

16. Claims.

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 28 of 59

A. The only claims that may be made by Contractor are claims for (i) providing services or materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be permitted.

B. For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 29 of 59

section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C. For claims for which Contractor has given timely notice, Contractor must segregate and

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maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i) For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

(a) The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and

(b) The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and from whom purchased or rented.

(ii) For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

(a) The date the Increased Costs were incurred;

(b) The name, title, trade local, and number of the workers who performed the work whose costs were increased;

(c) The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and

(d) The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

Blanket Purchase Agreement 4335072,
4

Proprietary and Confidential Page 30 of 59

impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

F. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available to Con Edison documentation of all costs sought

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in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 31 of 59

had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms,

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 32 of 59

extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate

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suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any

Blanket Purchase Agreement 4335072,
4

Proprietary and Confidential Page 33 of 59

fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con

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Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

Blanket Purchase Agreement 4335072,
4

Proprietary and Confidential Page 34 of 59

give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B.No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

C.Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

- (i)halt the continuation of such Work; and
- (ii)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii)perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv)accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 35 of 59

25.Subcontracting.

A.Contractors shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B.Contractors, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require

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the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C.If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 36 of 59

completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27.Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28.Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29.Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's

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final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents
Blanket Purchase Agreement 4335072,

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Proprietary and Confidential Page 37 of 59

shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 38 of 59

loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be

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deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32.Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33.Termination for Convenience.

A.Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 39 of 59

change order thereunder.

B.In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C.If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may

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arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con

Blanket Purchase Agreement 4335072,
4

Proprietary and Confidential Page 40 of 59

Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. Insurance. Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

Blanket Purchase Agreement 4335072,

4

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Proprietary and Confidential Page 41 of 59

A. Employment related insurance.

(i) Workers' Compensation Insurance as required by law.

(ii) Employer's Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance policy or policies shall also name the State of New York, the City of New York or such other municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 42 of 59

Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such

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certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 43 of 59

Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:
Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 44 of 59

Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention:Purchasing Department

Supplier Management Group (SMG)

38.Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by

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Contractor's and any Subcontractor's payrolls.

39. Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 45 of 59

without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents and Materials; Ownership of Intangible Property

A. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of

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further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 46 of 59

subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such O&R Materials and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

Contains Confidential Commercial Information

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 47 of 59

cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 48 of 59

waiver shall be effective only with respect to the particular event to which it specifically refers.

46. Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without prejudice to the rights of the parties in respect of such claims.

47. Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48. Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49. Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50. Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state.

Blanket Purchase Agreement 4335072,

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4

Proprietary and Confidential Page 49 of 59

51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum.

A. Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B. Contractor consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and comply with all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 50 of 59

56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other

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contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Special Conditions of Purchase - Indefinite Quantity Contract

SPECIAL CONDITIONS OF PURCHASE -- INDEFINITE QUANTITY CONTRACT

1.Nature of These Special Conditions

These Special Conditions of Purchase--Indefinite Quantity Contract relate to the goods or services specified in the Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract.

The Contract is not a requirements contract. Con Edison reserves the right to contract with others during the term of the Contract for quantities of one or more of the items covered by the Contract, whether or not at the time Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 51 of 59

Con Edison has met its minimum purchase obligation as set forth below.

2.Maximum and Minimum Quantities

Seller or Contractor (either of whom is hereinafter referred to in these Special Conditions of Purchase as "Seller") shall furnish such quantities of the items listed in the Contract as Con Edison may order, subject to the following limitation: where estimated quantities are stated, Seller shall supply up to one hundred twenty five percent (125%) of the estimated quantity of each item and, in consideration thereof, Con Edison shall make purchases of items under the Contract, the prices of which in the aggregate equal an amount that is at least ten percent (10%) of the total contract price for the estimated quantities. (For the avoidance of doubt, such ten percent (10%) commitment is not based upon the purchase of ten percent (10%) of each item.) If no estimated quantities are stated in the Contract, Con Edison's minimum purchase obligation shall be an amount equal to ten percent (10%) of the total authorized dollar amount stated in the Contract. The unit prices shall remain firm regardless of the quantities of each item or of all items ordered and, except for the applicable minimum purchase obligation set forth above, Con Edison shall incur no liability for items not ordered. For the avoidance of doubt, it is specifically acknowledged and agreed that the minimum purchase obligation set forth above shall not apply in the event that Con Edison exercises its rights pursuant to the Termination for Convenience provisions or the Cancellation for Default provisions, directly or indirectly, incorporated in the Contract.

3.Orders for Goods or Services

Con Edison may order goods or services by issuing Standard Purchase Orders ("purchase orders") for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

July 1, 2012

4.Terms and Conditions

All orders shall be subject to the terms and conditions included or referenced, directly or indirectly, in the Contract.

5.Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in such purchase order. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 52 of 59

6.Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the day items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

7.Expenditure Limitation

Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all previous purchase orders issued under the Contract exceeds the total expenditure

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authorized by the Contract, unless and until the total amount of expenditure authorized under the Contract has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

8. Completion of Performance

Any purchase order issued under the Contract during the term of the Contract and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract, as if performance of such purchase order had been completed during the effective period of the Contract.

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Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Consolidated Edison Company of New York, Inc. ("Con Edison") policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 53 of 59

affiliates, (including, but not limited to, Orange and Rockland Utilities, Inc. ("O&R")). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

In accordance with Section 15 of the New York State Public Service Law, Con Edison and O&R employees (and contractors working for Con Edison or O&R) are prohibited from offering any present, gift or gratuity (including, but not limited to, meals, refreshments and transportation), of any kind or any monetary amount, to any commissioner of the New York State Public Service Commission or to any employee of the New York State Department of Public Service.

Many other federal, state, and local government agencies have restrictions on the value of gifts, meals and refreshments that their employees may accept. There is no uniform policy or rule applicable to employees of all government agencies. Giving or offering to give presents, gifts or gratuities in violation of applicable rules or laws could create the false impression that an entity or its employees or contractors are trying to improperly influence a government employee. It could also lead to civil or criminal penalties. Therefore, contractors and their employees, agents and subcontractors working on Con Edison or O&R projects shall not offer any presents, gift or gratuities to government employees in the course of their work for Con Edison or O&R.

The Gift Policy and Unlawful Conduct provisions set forth immediately above are in addition to, and not in lieu of, any other provisions governing the contractual relationship between Con Edison (or O&R) and the Contractor (including any other provisions pertaining to similar subjects) and are intended to be applied together with such other provisions. .

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Appendix A

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

March 24, 2014

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications

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incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 54 of 59

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (SEP 2006)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (OCT 2010)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$150,000.

CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$30,000)

Con Edison is required to decline to enter into contracts in excess of \$30,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$30,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

The Contractor agrees to be bound by and comply with the clause entitled "Utilization of Small Business Concerns (JAN 2011)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 55 of 59

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$650,000 [\$1,500,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (MAR 2007)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

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The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor further agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

EQUAL OPPORTUNITY FOR VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 56 of 59
orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity for Veterans (SEP 2010)," which is contained in Section 52.222-35 of the Federal Acquisition Regulation (section 52.222-35 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(this clause is applicable to all contracts of or exceeding \$15,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)," which is contained in Section 52.222-36 of the Federal Acquisition Regulation (section 52.222-36 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973 (29 U.S.C. 793, as amended).

EMPLOYMENT REPORTS ON VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Employment Reports on Veterans (SEP 2010)," which is contained in Section 52.222-37 of the Federal Acquisition Regulation (section 52.222-37 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts and to comply with the reporting to the Federal Government (including the submission of VETS-100A Report).

COMBATING TRAFFICKING IN PERSONS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Combating Trafficking in Persons (FEB 2009)," which is contained in Section 52.222-50 of the Federal Acquisition Regulation (section 52.222-50 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

(this clause is applicable to all contracts requiring access to a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Personal Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 57 of 59

Identity Verification of Contractor Personnel (JAN 2011)," which is contained in Section 52.204-9 of the Federal Acquisition Regulation (section 52.204-9 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS

(this clause is applicable to contracts which incorporate or refer to Section 52.232-27 of the Federal Acquisition

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Regulation)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Prompt Payment for Construction Contracts (OCT 2008)," which is contained in Section 52.232-27 of the Federal Acquisition Regulation (section 52.232-27 of title 48 of the Code of Federal Regulations), including the requirements set forth in subsection (c) "Subcontract clause requirements".

ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

(this clause is applicable to all contracts for goods and services to be used or performed at a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Energy Efficiency in Energy-Consuming Products (DEC 2007)," which is contained in Section 52.223-15 of the Federal Acquisition Regulation (section 52.223-15 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

Blanket Purchase Agreement 4335072,

4

Proprietary and Confidential Page 58 of 59

(this certification is applicable to contracts exceeding \$150,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: **(i)** the clause entitled "Contractor Code of Business Ethics and Conduct (APR 2014)" contained in Section 52.203-13 of the Federal Acquisition Regulations (section 52.203-13 of title 48 of the Code of Federal Regulations); **(ii)** the clause entitled "Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)" contained in Section 52.203-15 of the Federal Acquisition Regulations (section 52.203-15 of title 48 of the Code of Federal Regulations); **(iii)** the clause entitled "Utilization of Small Business Concerns (DEC 2010)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); **(iv)** the clause entitled "Equal Opportunity (MAR 2007)" contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); **(v)** the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); **(vi)** the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); **(vii)** the clause entitled "Notification of Employee Rights under the National Labor Relations Act (DEC 2010)" contained in Section 52.222-40 of the Federal Acquisition Regulations (section 52.222-40 of title 48 of the Code of Federal Regulations); **(viii)** the clause entitled "Combatting Trafficking in Persons (FEB 2009)" contained in Section 52.222-50 of the Federal Acquisition Regulations (section 52.222-50 of title 48 of the Code of Federal Regulations); and **(ix)** the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)" Contained in Section 52.247-64 of the Federal Acquisition Regulations (section 52.247-64 of title 48 of the Code of Federal Regulations. If the contract between Con Edison and the

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Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (DEC 2010)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)" and the clauses referenced in such clause, (b) include the terms and conditions of "Subcontracts for Commercial Items (DEC 2010)" in all subcontracts, and (c) to make and comply with the provisions of the certifications that are referenced in this Appendix A. Additionally, with respect to **clause (iv)**, above, the Contractor agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of Blanket Purchase Agreement 4335072,**

4

Proprietary and Confidential Page 59 of 59

Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 5

CONTRACTOR: CAC INDUSTRIES INC.
PURCHASE ORDER NO.: 4323066

BID COMPARISON:

\$6,771,593
\$6,738,174
\$6,538,396
\$8,412,869
\$7,963,023
\$11,567,902
\$14,398,560
\$16,148,686
\$7,986,601
\$7,860,360

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COMPASS BPA 4323066, 3

Proprietary and Confidential Page 1 of 56

Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **COMPASS BPA**

Order **4323066**

Revision **3**

PO Approved Date **07/25/2014**

Revision Date **07/25/2014**

Current Buyer **Elza Renazile**

Supplier: **CAC INDUSTRIES INC**

COMPASS 54-08 VERNON BLVD

LONG ISLAND CITY, NY 11101

UNITED STATES

Supplier

Contact:

LAVROV DMITRY

(718) 729-3600

Key

ConEd

Contact:

Elza Renazile

Ship To: **4 IRVING PLACE**

NEW YORK, NY 10003

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

9544 Immediate DESTINATION

Effective Start Date Effective End Date Amount Agreed (USD)

05/06/2014 05/05/2016 6,538,400.00

Notes: Rev. 001 created for adm. purposes only. All Terms, Conditions and Prices remain unchanged as per the original PO.

Rev. 002 created for adm. purposes only. All Terms, Conditions and Prices remain unchanged as per the original PO.

Rev. 003 created for adm. purposes only. All Terms, Conditions and Prices remain unchanged as per the original PO.

Manhattan Dead Gas Main and Service Installation and Gas Trenching Services - 2 year contract, with Con Edison having an option to renew for a third year.

Year 1 – 5/6/14 – 5/5/15

Year 2 – 5/6/15 – 5/5/16

Year 3 - (AT CON EDISON'S OPTION) – 5/6/16 – 5/5/17

Pricing will remain firm for the first year with escalation, 1.02 times the first year pricing for year 2 and for optional year 3, 1.08 times the first year pricing. The third year option is solely at Con Edison's discretion. Contractor agrees not to seek pricing relief during the term of the Blanket Purchase Agreement.

The Scope of Work shall include but is not limited to: Removal of existing pavement, excavation, trenching, installation of plastic and steel "dead" gas services and mains, backfill and all associated pavement restoration. All "Live" gas work and tie-ins will be performed by others.

COMPASS BPA 4323066, 3

Proprietary and Confidential Page 2 of 56

No Vendor/Contractor can perform any work before a site specific HASP is approved by Con Edison

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EH&S.

Original invoices and all supporting documentations should be sent to the Con Edison Authorized Representative.

Expenditure Limitation: The Maximum Expenditure Authorized under this Blanket Purchase Agreement is \$6,538,400. Con Edison will not be obligated to payment hereunder in excess of this expenditure limitation, and the Contractor shall not be obligated to continue performance unless and until an increase has been authorized by means of a duly executed revision to the Blanket Purchase Agreement.

This Blanket Purchase Agreement will be performed in accordance with the following which are incorporated herein by reference:

- Con Edison's invitation to RFQ #502078,7 and all documents referenced therein.
- Con Edison's Standard Terms and Conditions, for Construction Contracts, dated July 1, 2012.
- Con Edison's Special Conditions, dated December 10, 2013.
- Con Edison's Trenching Manual 8 Items, dated 12-29-13
- Con Edison's rev. Trenching Manual 8, dated January 29, 2014.
- Supplemental Construction Contract Requirements-Const-004 Rev1 6-7-2011
- Scope Review Meeting, dated 3-6-14
- Pre-Award Minutes, dated 4-14-14
- EHS Checklist Manhattan Gas Trenching, dated 10-26-13
- Restoration Manual CONST-006 Rev 9 dated 2-7-12
- Con Edison's Special Conditions of Purchase – Indefinite Quantity Contract, dated July 1, 2012.
- CAC Industries, Inc. signed Disclosure Form, dated February 24, 2014.
- Clarification #1 to bid event- Gas Trenching date 2-4-14
- Clarification #2 to bid event- Gas Trenching dated 2-7-14

Appendix A

Con Edison Gift Policy

- CAC Industries, Inc. took no exceptions

Notwithstanding anything to the contrary herein (including, but not limited to, the Con Edison Standard Terms and Conditions and the Trenching Manual(s), Restoration Manual and Specifications that are a part hereof), Contractor shall be responsible for furnishing, placing, maintaining and removing barricades, vehicular and pedestrian skid resistant steel plates, temporary restoration, structural steel bridges and/or timber decking at worksites and for complying with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto (collectively, Site Protection). Site Protection shall include, but not be limited to, protection of worksites from pedestrian and vehicular intrusion and, before any worksite is left unattended, unless appropriate barricading is installed, all excavations must be plated or temporarily restored to grade in accordance with all applicable laws, regulations and permit stipulations and Con Edison or O&R requirements relating thereto, including vehicular plating in accordance with Con Edison Road Plate Guidelines. Site Protection also includes, but is not limited to, Contractor inspections of worksites, at intervals to be determined by worksite conditions, to ensure compliance with the above Site Protection requirements and that no safety hazard exists. There shall be no separate charge or amount due for Site Protection, as any cost and expense thereof is part of the prices paid for other work hereunder.

In accordance with New York State Law and the terms of this Purchase Order, Contractor will maintain a 100% Payment Bond for the duration of this Purchase Order. All bond documentation shall be forwarded to Mike Perrino 212-460-3209 perrinom@coned.com.

Prevailing Wages and Certified Payrolls: Contractor shall submit monthly certified payrolls in accordance with New York State Prevailing Wages and Con Edison's Terms and Conditions. Send all Certified Payrolls to Mike Perrino 212-460-3209, perrinom@coned.com.

Con Edison Representatives -

Omar Nokaly - 646-498-1944

Nokalyo@coned.com

Felim Mctague - 917-418-7218

COMPASS BPA 4323066, 3

Proprietary and Confidential Page 3 of 56

Mctaguef@coned.com

Revision 002 created to replace an NS Number (Canceled Line #63 and replaced with line # 65) as per Lucerne Francis for internal administrative purposes only. Also, Revision 002 included the addition of Line Items 66 and 67, which were escalation NS Line items that did not upload during the initial BPA creation. This change is for internal payment purposes only. All pricing remain unchanged. No other changes made in revision 002.

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Reference Documents: Supplemental Construction Contract Requirements C-CM-004 Rev 1
date 6-7-2011).pdf
Restoration Manual CONST-006 Rev 9 dated 2.7.12.pdf
EHS Checklist Manhattan Gas Trenching dated 10-26-13.docx
Con Edison's Revised Trenching Manual 8 Items date 1-29-2014.pdf
Con Edison's Standard Terms and Conditions for Construction
Contracts dated 7-1-12.xml
Pre-award minutes dated 4-4-14.pdf
Con Edison's Special Conditions of Purchase - Indefinite Quantity
Contract dated July 1 2012.pdf
Clarification #2 to bid event- Gas Trenching dated 2-7-14.docx
Scope Review Meeting dated 3-6-14.pdf
Clarification #1 to bid event - Gas Trenching dated 2-4-14.docx
CAC Industries Signed Disclosure Form dated 2-24-14.pdf
Con Edison's Trenching Manual 8 Items dated 12-29-13.pdf
Con Edison's Manhattan Gas Trenching Contract Work Scope Doc.
Special Conditions dated 12-10-13.doc

All prices and amounts on this order are expressed in USD
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

1	NS0169972	EACH	1.00						
	MATINV - MATERIALINVOICE								
2	NS0170141	EACH	10.00						
	PARTIAL - PATRIALPAYMENT								
3	NS0170248	EACH	1.00						
	PREMIUM - PREMDIFFPAYMENT								
4	NS0170249	EACH	10.00						
	PROGRESS - PROGRESSPAYMENT								
5	NS0168393	EACH	1.00						
	BILCORRECT - BILL CORRECTION								
6	NS0168423	EACH	1.00						
	EQPINV - EQUIPMENTINVOICE								
7	NS0168451	EACH	1.00						
	FINECORRCT - FINENOVCORRECTION								
8	NS0171140	EACH	1.00						
	T350 - TIMEEQPPAYMENT								
9	NS0170598	EACH	1.00						
	SUBINV - SUBCONTRACTINVOICE								
10	NS0170601	SQUARE							
	FOOT								
	8.00								
	T101 - SOLID SHEETING								
11	NS0170609	SQUARE							
	FOOT								
	8.00								
	T110 - VEHICULAR PLATES								
12	NS0170608	LINEAR							
	FOOT								
	16.00								
	T11 - LL14CONCRETEBASE								
13	NS0170614	SQUARE							
	FOOT								
	5.00								

COMPASS BPA 4323066, 3
Proprietary and Confidential Page 4 of 56
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount

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(USD)

T114 - PLATERENTALMAINT.

14 NS0170632 EACH 600.00

T125 - TESTPIT 0.1-4.0 CY

15 NS0170641 EACH 1300.00

T126 - TESTPIT 4.1-8.0 CY

16 NS0170919 LINEAR

FOOT

9.00

T180 - INST 2"-5"CONDUIT

17 NS0170979 EACH 600.00

T211 - MOBILIZATION

18 NS0170960 CYLIND

ER

261.00

T2 - STREET/BASE/BRK

19 NS0225874 CUBIC

YARD

630.00

T9A - BLOCKW/BASEINCZBLOCK

20 NS0171123 CYLIND

ER

350.00

T31 - BINDER BASE

21 NS0171129 CYLIND

ER

350.00

T32 - CONCRETE BASE

23 NS0171179 CYLIND

ER

300.00

T43 - EXCAMACHINEHAND<10FT

24 NS0171183 CYLIND

ER

490.00

T44 - EXCA100 HAND<10FT

25 NS0171307 CYLIND

ER

400.00

T51 - ROCK REMOVAL-DISPOSE

26 NS0171303 CYLIND

ER

370.00

T50 - ROCK

27 NS0171314 CYLIND

ER

280.00

T53 - INTACT MASONRY

28 NS0171317 CYLIND

ER

300.00

T55 - CARTROLLEYTRACKS

29 NS0169657 SQUARE

FOOT

30.00

GT-62 - RECESSPLATELFITEM

31 NS0225035 SQUARE

FOOT

600.00

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T6A - HVYREIFRDWYRESTONLY

32 NS0171331 LINEAR

FOOT

9.00

T70 - ABANDELECTSTDUCT

33 NS0169696 LINEAR

FOOT

20.00

GT70A - T70FOR10-16STL

34 NS0169699 LINEAR

FOOT

34.00

GT70B - T70CONDUIT>16IN

COMPASS BPA 4323066, 3

Proprietary and Confidential Page 5 of 56

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount

(USD)

35 NS0171330 CYLIND

ER

261.00

T7 - RESTONLYSDWKDRIV

36 NS0171342 CYLIND

ER

500.00

T7A - BREAKONLYSDWKDRIV

37 NS0171358 CYLIND

ER

28.00

T91 - CLEANFILL

38 NS0169250 LINEAR

FOOT

306.46

GT-1AI1 - 1.25CTS-2IPS,<30FT

39 NS0169253 LINEAR

FOOT

276.00

GT-1AII1 - 1.25CTS-2IPS,>30FT

40 NS0169262 LINEAR

FOOT

334.00

GT-1BI1 - 3IPS-4IPS,<30FT

41 NS0169265 LINEAR

FOOT

294.00

GT-1BII1 - 3IPS-4IPS,>30FT

42 NS0169274 LINEAR

FOOT

409.80

GT-1CI1 - 6IPS-8IPS,<30FT

43 NS0169277 LINEAR

FOOT

328.80

GT-1CII1 - 6IPS-8IPS,>30FT

44 NS0169286 LINEAR

FOOT

464.00

GT-1DI1 - 10IPS-12IPS,<30FT

45 NS0169289 LINEAR

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FOOT
408.00
GT-1DII1 - 10IPS-12IPS,>30FT
46 NS0169357 LINEAR
FOOT
116.00
GT-26A - UP TO 4IN
47 NS0169363 LINEAR
FOOT
150.00
GT-26B - 6IN-8IN
48 NS0169369 LINEAR
FOOT
220.00
GT-26C - 10IN-12IN
49 NS0169397 LINEAR
FOOT
274.00
GT-2AI1 - 1CTS-2IPS,<30FT
50 NS0169400 LINEAR
FOOT
250.00
GT-2AII1 - 1CTS-2IPS,>30FT
51 NS0169405 LINEAR
FOOT
284.00
GT-2BI1 - 3IPS-4IPS,<30FT
52 NS0169408 LINEAR
FOOT
250.00
GT-2BII1 - 3IPS-4IPS,>30FT
53 NS0168700 LINEAR 350.00
COMPASS BPA 4323066, 3
Proprietary and Confidential Page 6 of 56
Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)
Amount
(USD)
FOOT
G-2CI1 - 6IPS<30HPPLASTMANH
54 NS0168703 LINEAR
FOOT
310.00
G-2CII1 - 6IPS>30HPPLASTMANH
55 NS0169451 EACH 850.00
GT-35A - UP TO 8IN SLEEVE
56 NS0169452 EACH 1300.00
GT-35B - 10IN-16INSLEEVE
57 NS0169453 EACH 1700.00
GT-35C - >16IN SLEEVE
58 NS0169521 EACH 660.00
GT-42A - OFFSET-UPTO4IN
59 NS0169522 EACH 1100.00
GT-42B - OFFSET-6IN-8IN
60 NS0169523 EACH 1800.00
GT-42C - OFFSET-10IN12IN
61 NS0169714 LINEAR
FOOT
600.00
GT-89A - GRINDRAZORBACKRIB

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62 NS0169715 LINEAR
FOOT
300.00
GT-89B - GRINDSPIRALSTYLERIB
63 NS0167702 05/13/2014 CYLIND
ER
300.00
400 - INSTALL TOP
64 NS0225885 07/25/2014 CUBIC
YARD
350.00
T6 - HEAVY REINFORCED CONCRETE ROADWAY (REMOVE ONLY)
65 NS0171145 CYLIND
ER
1300.30
T400 - FURN,INSTALPAVNOEXCV
66 NS1937593 05/05/2015 EACH 1.00
ESCAL0 - BASE PRICE END
67 NS1937594 05/05/2016 EACH 1.02
ESCAL1 - ESCAL PERIOD 1 END
68 NS0171325 CYLIND
ER
350.00
T6 - HEAVYREINCONRDBRK
Blanket Purchase Agreement 4323066,
3

Proprietary and Confidential Page 7 of 56

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....8
Standard Terms8
Standard Terms and Conditions for Construction Contracts8
Special Conditions of Purchase - Indefinite Quantity Contract47
Gift Policy49
Appendix A50
Blanket Purchase Agreement 4323066,
3

Proprietary and Confidential Page 8 of 56

Terms and Conditions

Standard Terms

Standard Terms and Conditions for Construction Contracts

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

CONSTRUCTION CONTRACTS

Blanket Purchase Agreement 4323066,
3

Proprietary and Confidential Page 9 of 56

July 1, 2012

TABLE OF CONTENTS

ArticleTitle Page No.
1. Definitions1
2.Contract Formation1
3.Specifications, Plans, and Drawings2
4.Price and Payment2
5.Time for Completion.6
6.Excusable Delay.6
7.Safeguards in Work7

Contains Confidential Commerical Information

8.Knowledge of Work Conditions and Requirements	8
9.Contractor's Performance	9
10.Con Edison Authority	10
11.Estimated Quantities	10
12.Warranties	10
13.Changes (Including Extra Work)	11
14.Labor	13
15.Time and Material and Cost Reimbursable Work	15
16.Claims	16
17.Permits, Codes, Laws and Regulations	19
18.Quality Assurance/Quality Control	19
19.Protection of Persons, Work and Property	19
Blanket Purchase Agreement 4323066,	
3	
Proprietary and Confidential Page 10 of 56	
20.Vehicle Spills.	21
21.Maintenance of Work Site	21
22.Subsurface Conditions Found Different	21
23.Inspection and Tests and Correction of Defects	21
24.Effect of Con Edison Approval	23
25.Subcontracting	23
26.Title to Materials and Completed Work	24
27.Investigation and Audit	24
28.Con Edison's Performance	24
29.Liens	25
30.Bonds	25
31.Other Contractors	26
32.Suspension	26
33. Termination for Convenience	27
34.Confidentiality	28
35.Infringement	28
36. Indemnification	29
37.Insurance	29
38.Taxes	33
39.Amendments	33
40.Assignment	33
41.Cancellation for Default	33
42.Ownership of Documents and Materials; Ownership of Intangible Property	34
43.Relationship of Parties	36
44.Third Party Rights	36
45.Waiver	36
46.Set-Off	37
47.Conflicting Documents; Headings	37
48.Notices	37
49.Entire Agreement	37
50.Governing Law	37
51.Waiver of Trial by Jury	38
52.Submission to Jurisdiction/Choice of Forum	38
53.Limitation on Time to Sue	38
54.Performance of Work During Pendency of Disputes	38
55.Enablement in the Procurement System	38
Blanket Purchase Agreement 4323066,	
3	
Proprietary and Confidential Page 11 of 56	
56.Gift Policy and Unlawful Conduct	39

Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1.Definitions. The following terms as used herein shall have the meanings stated:

Contains Confidential Commerical Information

"Con Edison" -Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" -The contractor who is a party to the Contract with Con Edison .

"Contract" -The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.

"Work" -The project contemplated by the Contract and all labor and supervision; construction materials, equipment, tools and other aids to construction; equipment, materials and structures to be installed; and other things of any nature necessary or proper for the completion of the project, whether or not expressly specified herein.

"Subcontractor" -Any company or person, other than an employee of Contractor, that furnishes any of the Work on behalf of Contractor.

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains terms additional to or different from the terms on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 12 of 56

enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the Contract or such other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

3.Specifications, Plans, and Drawings.

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

Contractor shall carefully review all of the contract documents. Contractor shall promptly submit in writing to Con Edison whenever discovered, whether before or after award, any inconsistency, ambiguity, or error between documents or within a document. Contractor shall abide by the written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B.Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

C.Contractors shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D.Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to

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Con Edison for such review and approval prior to their implementation.

4.Price and Payment.

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 13 of 56

A.Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 14 of 56

read and interpreted to be consistent with Section 34 of the New York Lien Law (or its successor).

B.Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the quantity of Work completed and whether or not it is acceptable shall be conclusive.

C.For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and

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on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison shall pay the remaining invoices for progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made shall be applied by Contractor to any and all principal sum(s) due before being applied to any interest that may be due thereon pursuant to any express provision therefor in the Contract or otherwise.

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 15 of 56

G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final payment shall be and shall operate as a release of all claims against Con Edison and of all liability of Con Edison to Contractor for things done or furnished in connection with the Work and for every act and neglect of Con Edison and others for whom Con Edison may be responsible relating to or arising out of the Work. However, no payment, final or otherwise, shall operate to release Contractor or its sureties from the obligations under this Contract or any performance or payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the

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Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such

Blanket Purchase Agreement 4323066,
3

Proprietary and Confidential Page 16 of 56

other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6.Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7.Safeguards in Work.

A.Contractors shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B.Contractors shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C.In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

Blanket Purchase Agreement 4323066,
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3

Proprietary and Confidential Page 17 of 56

D.Contractors shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and

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approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

E.If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

F.Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

G.If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8.Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof.

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 18 of 56

has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9.Contractor's Performance.

A.Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule.

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Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B. When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

C. Contractor shall perform the Work in accordance with the following:

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 19 of 56

(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison Authority

A. Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B. Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11. Estimated Quantities. Whenever estimated quantities of Work to be done on a unit-price basis are shown in the Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and

Blanket Purchase Agreement 4323066,

3

Contains Confidential Commerical Information

Proprietary and Confidential Page 20 of 56

acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with the best accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 21 of 56

prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B. The following rates are approved by Con Edison for Work performed on a T&M basis:

(i) Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable.

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This paragraph shall not be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

(ii)Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 22 of 56

the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

C. Contractor shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D. In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E. Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F. Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the Work due to such changes.

14.Labor.

A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 23 of 56

Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to

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workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B.The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C.Contractors shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D.Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 24 of 56

contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15.Time and Material and Cost Reimbursable Work.

A.Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

B.Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative.

If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C.For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment

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within 30 days after receipt of a proper invoice with required supporting documentation.

D.All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E.The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F.Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G.No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

16.Claims.

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 25 of 56

A.The only claims that may be made by Contractor are claims for (i) providing services or materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be permitted.

B.For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 26 of 56

section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C.For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i)For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

(a)The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and

(b)The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and from whom purchased or rented.

(ii)For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

(a)The date the Increased Costs were incurred;

(b)The name, title, trade local, and number of the workers who performed the work whose costs were increased;

(c)The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and

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(d)The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D.If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

Blanket Purchase Agreement 4323066,
3

Proprietary and Confidential Page 27 of 56

impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E.Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

Strict compliance with the applicable requirements of this Article 16 is an express condition precedent to Contractor's right to assert any claim permitted by this Article 16.

F.Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has

Blanket Purchase Agreement 4323066,
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3

Proprietary and Confidential Page 28 of 56

had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17.Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to

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conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 29 of 56

extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

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H.If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20.Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 30 of 56

fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21.Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22.Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23.Inspection and Tests and Correction of Defects.

A.Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 31 of 56

give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B.No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

C.Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

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- (i)halt the continuation of such Work; and
- (ii)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii)perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv)accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 32 of 56

25.Subcontracting.

A.Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B.Contractor, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C.If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

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26. Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work

Blanket Purchase Agreement 4323066,
3

Proprietary and Confidential Page 33 of 56

completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27. Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28. Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29. Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request. Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

Blanket Purchase Agreement 4323066,
3

Proprietary and Confidential Page 34 of 56

shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and

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expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 35 of 56

loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32. Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33. Termination for Convenience.

A. Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the

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Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 36 of 56
change order thereunder.

B. In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

C. If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Blanket Purchase Agreement 4323066,

Contains Confidential Commerical Information

3

Proprietary and Confidential Page 37 of 56

Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. Insurance. Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 38 of 56

A. Employment related insurance.

(i) Workers' Compensation Insurance as required by law.

(ii) Employer's Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated

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Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance policy or policies shall also name the State of New York, the City of New York or such other municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 39 of 56

Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison.

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 40 of 56

Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of

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the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 41 of 56

Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention:Purchasing Department

Supplier Management Group (SMG)

38.Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by Contractor's and any Subcontractor's payrolls.

39.Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.

40.Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41.Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of

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creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 42 of 56

without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents and Materials; Ownership of Intangible Property

A. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 43 of 56

subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R

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Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such O&R Materials and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

Blanket Purchase Agreement 4323066,
3

Proprietary and Confidential Page 44 of 56

cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43. Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44. Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

45. Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or

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remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 45 of 56

waiver shall be effective only with respect to the particular event to which it specifically refers.

46.Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without prejudice to the rights of the parties in respect of such claims.

47.Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48.Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49.Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

50.Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state.

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 46 of 56

51.Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52.Submission to Jurisdiction/Choice of Forum.

A.Contractors hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B.Contractors consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding

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arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53.Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54.Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and comply with all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

55.Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

Blanket Purchase Agreement 4323066,

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Proprietary and Confidential Page 47 of 56

56.Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

332439v.2

Special Conditions of Purchase - Indefinite Quantity Contract

SPECIAL CONDITIONS OF PURCHASE -- INDEFINITE QUANTITY CONTRACT

1.Nature of These Special Conditions

These Special Conditions of Purchase--Indefinite Quantity Contract relate to the goods or services specified in the Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract.

The Contract is not a requirements contract. Con Edison reserves the right to contract with others during the term of the Contract for quantities of one or more of the items covered by the Contract, whether or not at the time

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 48 of 56

Con Edison has met its minimum purchase obligation as set forth below.

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2. Maximum and Minimum Quantities

Seller or Contractor (either of whom is hereinafter referred to in these Special Conditions of Purchase as "Seller") shall furnish such quantities of the items listed in the Contract as Con Edison may order, subject to the following limitation: where estimated quantities are stated, Seller shall supply up to one hundred twenty five percent (125%) of the estimated quantity of each item and, in consideration thereof, Con Edison shall make purchases of items under the Contract, the prices of which in the aggregate equal an amount that is at least ten percent (10%) of the total contract price for the estimated quantities. (For the avoidance of doubt, such ten percent (10%) commitment is not based upon the purchase of ten percent (10%) of each item.) If no estimated quantities are stated in the Contract, Con Edison's minimum purchase obligation shall be an amount equal to ten percent (10%) of the total authorized dollar amount stated in the Contract. The unit prices shall remain firm regardless of the quantities of each item or of all items ordered and, except for the applicable minimum purchase obligation set forth above, Con Edison shall incur no liability for items not ordered. For the avoidance of doubt, it is specifically acknowledged and agreed that the minimum purchase obligation set forth above shall not apply in the event that Con Edison exercises its rights pursuant to the Termination for Convenience provisions or the Cancellation for Default provisions, directly or indirectly, incorporated in the Contract.

3. Orders for Goods or Services

Con Edison may order goods or services by issuing Standard Purchase Orders ("purchase orders") for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

July 1, 2012

4. Terms and Conditions

All orders shall be subject to the terms and conditions included or referenced, directly or indirectly, in the Contract.

5. Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in such purchase order. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

Blanket Purchase Agreement 4323066,

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Proprietary and Confidential Page 49 of 56

6. Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the day items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

7. Expenditure Limitation

Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all previous purchase orders issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until the total amount of expenditure authorized under the Contract has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

8. Completion of Performance

Any purchase order issued under the Contract during the term of the Contract and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract, as if performance of such purchase order had been completed during the effective period of the Contract.

335692v.2

Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Consolidated Edison Company of New York, Inc. ("Con Edison") policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or

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not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 50 of 56

affiliates, (including, but not limited to, Orange and Rockland Utilities, Inc. ("O&R")). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

In accordance with Section 15 of the New York State Public Service Law, Con Edison and O&R employees (and contractors working for Con Edison or O&R) are prohibited from offering any present, gift or gratuity (including, but not limited to, meals, refreshments and transportation), of any kind or any monetary amount, to any commissioner of the New York State Public Service Commission or to any employee of the New York State Department of Public Service.

Many other federal, state, and local government agencies have restrictions on the value of gifts, meals and refreshments that their employees may accept. There is no uniform policy or rule applicable to employees of all government agencies. Giving or offering to give presents, gifts or gratuities in violation of applicable rules or laws could create the false impression that an entity or its employees or contractors are trying to improperly influence a government employee. It could also lead to civil or criminal penalties. Therefore, contractors and their employees, agents and subcontractors working on Con Edison or O&R projects shall not offer any presents, gift or gratuities to government employees in the course of their work for Con Edison or O&R.

The Gift Policy and Unlawful Conduct provisions set forth immediately above are in addition to, and not in lieu of, any other provisions governing the contractual relationship between Con Edison (or O&R) and the Contractor (including any other provisions pertaining to similar subjects) and are intended to be applied together with such other provisions. .

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Appendix A

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

March 24, 2014

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 51 of 56

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (SEP 2006)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (OCT 2010)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$150,000.

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CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$30,000)

Con Edison is required to decline to enter into contracts in excess of \$30,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$30,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

The Contractor agrees to be bound by and comply with the clause entitled "Utilization of Small Business Concerns (JAN 2011)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 52 of 56

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$650,000 [\$1,500,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (MAR 2007)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor further agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

EQUAL OPPORTUNITY FOR VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or Blanket Purchase Agreement 4323066,

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3

Proprietary and Confidential Page 53 of 56

orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity for Veterans (SEP 2010)," which is contained in Section 52.222-35 of the Federal Acquisition Regulation (section 52.222-35 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(this clause is applicable to all contracts of or exceeding \$15,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)," which is contained in Section 52.222-36 of the Federal Acquisition Regulation (section 52.222-36 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973 (29 U.S.C. 793, as amended).

EMPLOYMENT REPORTS ON VETERANS

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Employment Reports on Veterans (SEP 2010)," which is contained in Section 52.222-37 of the Federal Acquisition Regulation (section 52.222-37 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts and to comply with the reporting to the Federal Government (including the submission of VETS-100A Report).

COMBATING TRAFFICKING IN PERSONS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Combating Trafficking in Persons (FEB 2009)," which is contained in Section 52.222-50 of the Federal Acquisition Regulation (section 52.222-50 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

(this clause is applicable to all contracts requiring access to a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Personal Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 54 of 56

Identity Verification of Contractor Personnel (JAN 2011)," which is contained in Section 52.204-9 of the Federal Acquisition Regulation (section 52.204-9 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS

(this clause is applicable to contracts which incorporate or refer to Section 52.232-27 of the Federal Acquisition Regulation)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Prompt Payment for Construction Contracts (OCT 2008)," which is contained in Section 52.232-27 of the Federal Acquisition Regulation (section 52.232-27 of title 48 of the Code of Federal Regulations), including the requirements set forth in subsection (c) "Subcontract clause requirements".

ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

(this clause is applicable to all contracts for goods and services to be used or performed at a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Energy Efficiency in Energy-Consuming Products (DEC 2007)," which is contained in Section 52.223-15 of the Federal Acquisition Regulation (section 52.223-15 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

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NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

Blanket Purchase Agreement 4323066,

3

Proprietary and Confidential Page 55 of 56

(this certification is applicable to contracts exceeding \$150,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: **(i)** the clause entitled "Contractor Code of Business Ethics and Conduct (APR 2014)" contained in Section 52.203-13 of the Federal Acquisition Regulations (section 52.203-13 of title 48 of the Code of Federal Regulations); **(ii)** the clause entitled "Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)" contained in Section 52.203-15 of the Federal Acquisition Regulations (section 52.203-15 of title 48 of the Code of Federal Regulations); **(iii)** the clause entitled "Utilization of Small Business Concerns (DEC 2010)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); **(iv)** the clause entitled "Equal Opportunity (MAR 2007)" contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); **(v)** the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); **(vi)** the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); **(vii)** the clause entitled "Notification of Employee Rights under the National Labor Relations Act (DEC 2010)" contained in Section 52.222-40 of the Federal Acquisition Regulations (section 52.222-40 of title 48 of the Code of Federal Regulations); **(viii)** the clause entitled "Combatting Trafficking in Persons (FEB 2009)" contained in Section 52.222-50 of the Federal Acquisition Regulations (section 52.222-50 of title 48 of the Code of Federal Regulations); and **(ix)** the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)" Contained in Section 52.247-64 of the Federal Acquisition Regulations (section 52.247-64 of title 48 of the Code of Federal Regulations). If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (DEC 2010)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)" and the clauses referenced in such clause, (b) include the terms and conditions of "Subcontracts for Commercial Items (DEC 2010)" in all subcontracts, and (c) to make and comply with the provisions of the certifications that are referenced in this Appendix A. Additionally, with respect to **clause (iv)**, above, the Contractor agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of**

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Proprietary and Confidential Page 56 of 56

Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their

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status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)

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ATTACHMENT NO. 6

CONTRACTOR: WILLIAMS SPECIALITY SERVICES LLC

PURCHASE ORDER NO.: 4291739

BID COMPARISON:

\$19,735.87

\$21,309.73

The bid comparison includes technically approved bids based on a three year contract with price escalations for the year two and three and contingency.

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Blanket Purchase Agreement 4291739, 0
Proprietary and Confidential Page 1 of 54

Consolidated Edison Company of New York, Inc.

4 IRVING PLACE

NEW YORK, NY 10003

UNITED STATES

Type **Blanket Purchase Agreement**

Order **4291739**

Revision **0**

PO Approved Date **02/28/2014**

Revision Date

Current Buyer **Margaret Cain**

Supplier: **WILLIAMS SPECIALTY SERVICES LLC**

100 CRESCENT CENTRE PKWY STE 1240

TUCKER, GA 30084

UNITED STATES

Supplier

Contact:

CANNADY STEVE

7182044885

Key

ConEd

Contact:

Margaret Cain

Ship To: **4 IRVING PLACE**

NEW YORK, NY 10003

UNITED STATES

Bill To: **PO Box 799**

Cooper Station

New York, NY 10276-0799

UNITED STATES

Supplier No. Payment Terms Freight Terms FOB Transportation Ship Via

8865 Net 30

Effective Start Date Effective End Date Amount Agreed (USD)

03/01/2014 02/28/2017 7,500,000.00

Notes: Williams Specialty Services LLC shall furnish supervision, labor, tools and material to perform Tunnel maintenance for Consolidated Edison Company of New York, Inc. for a three year term effective March 1, 2014 through February 28, 2017.

Expenditure limitation: The maximum expenditure authorized under this purchase contract is for \$7,500,000. Con Edison will not be obligated to make payment hereunder in excess of the expenditure limitation and contractor shall not be obligated to continue performance unless or until an increase has been authorized by means duly executed modification to this purchase order.

The vendor shall promptly inform Con Edison when commitments made by Con Edison exceed 75% of aforesaid expenditure limitation.

The following documents will govern this agreement and are incorporated herein by reference:

- RFQ # 308069 and all documents referenced therein.
- Disclosure Form, dated August 6, 2013
- Con Edison Supplemental Construction Contract Requirements (SCCR), dated 6/10/08 - REV 1.
- Consolidated Edison Company of New York, Inc. Standard Terms & Conditions for Construction Contracts dated 7/1/12
- Con Edison Special Conditions of Purchase - Blanket Purchase Agreement 4291739, 0

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Basic Ordering Agreement, dated 7/1/12

- Scope of Work for Tunnel Maintenance from RFQ # 308069, dated 7/26/13, attached hereto except for contract period

- Con Edison Environmental Special Conditions for Bidders, dated Sept 1, 1998 (REV 1. 3/1/99), as attached hereto

Reference Documents: Supplemental_Construction_Contract_Requirements_(SCCR) 6-10-08 R1.pdf

Special Conditions of Purchase - Basic Ordering Agreement.pdf

SCOPE OF WORK - TUNNEL MAINTENANCE - 7-26-13.doc

SKMBT_42314022415300.pdf

Construction - Terms and Conditions July 1 2012.pdf

SKMBT_42314022809470.pdf

All prices and amounts on this order are expressed in USD

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price (USD)

Amount

(USD)

3 NS0225502 Daily 4311.31

TUNNEL MAINTENANCE SERVICE - WAX TAPING - PIPING COATING - INSTALL/INSPECT PIPE (ONE WORKING CREW SHALL CONSIST OF 3 LABORERS AND 1 WORKING FOREMAN) - (STRAIGHT TIME) PER DAY - YEAR 1

4 NS0225503 Daily 5507.03

TUNNEL MAINTENANCE SERVICE - WAX TAPING - PIPING COATING - INSTALL/INSPECT PIPE (ONE WORKING CREW SHALL CONSIST OF 3 LABORERS AND 1 WORKING FOREMAN) - (OVERTIME AND SATURDAYS) PER DAY - YEAR 1

5 NS0225504 Daily 6485.00

TUNNEL MAINTENANCE SERVICE - WAX TAPING - PIPING COATING - INSTALL/INSPECT PIPE (ONE WORKING CREW SHALL CONSIST OF 3 LABORERS AND 1 WORKING FOREMAN) - (SUNDAYS AND HOLIDAYS) PER DAY - YEAR 1

6 NS0225505 HOUR 79.11

TUNNEL MAINTENANCE SERVICE - PAINTING (STRAIGHT TIME) PER HOUR - YEAR 1

7 NS0225506 HOUR 115.78

TUNNEL MAINTENANCE SERVICE - PAINTING (OVERTIME AND SATURDAYS) PER HOUR - YEAR 1

8 NS0225507 HOUR 152.43

TUNNEL MAINTENANCE SERVICE - PAINTING (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 1

9 NS0225508 HOUR 77.27

TUNNEL MAINTENANCE SERVICE - MASONRY WORK (STRAIGHT TIME) PER HOUR - YEAR 1

10 NS0225509 HOUR 98.92

TUNNEL MAINTENANCE SERVICE - MASONRY WORK (OVERTIME AND SATURDAYS) PER HOUR - YEAR 1

11 NS0225510 HOUR 120.59

TUNNEL MAINTENANCE SERVICE - MASONRY WORK (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 1

12 NS0225511 HOUR 149.00

TUNNEL MAINTENANCE SERVICE - IRON WORKERS (STRAIGHT TIME) PER HOUR - YEAR 1

13 NS0225512 HOUR 208.67

TUNNEL MAINTENANCE SERVICE - IRON WORKERS (OVERTIME AND SATURDAYS) PER HOUR - YEAR 1

14 NS0225513 HOUR 264.83

TUNNEL MAINTENANCE SERVICE - IRON WORKERS (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 1

15 NS0225514 HOUR 92.67

TUNNEL MAINTENANCE SERVICE - LABORER'S (LOCAL 731) (STRAIGHT TIME) PER HOUR -

Blanket Purchase Agreement 4291739, 0

Proprietary and Confidential Page 3 of 54

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

Contains Confidential Commerical Information

(USD)

Amount

(USD)

YEAR 1

16 NS0225515 HOUR 115.03

TUNNEL MAINTENANCE SERVICE - LABORER'S (LOCAL 731) (OVERTIME AND SATURDAYS)

PER HOUR - YEAR 1

17 NS0225516 HOUR 136.61

TUNNEL MAINTENANCE SERVICE - LABORER'S (LOCAL 731) (SUNDAYS AND HOLIDAYS)

PER HOUR - YEAR 1

18 NS0225517 HOUR 127.15

TUNNEL MAINTENANCE SERVICE - ELECTRICIANS (STRAIGHT TIME) PER HOUR - YEAR 1

19 NS0225518 HOUR 162.25

TUNNEL MAINTENANCE SERVICE - ELECTRICIANS (OVERTIME AND SATURDAY) PER

HOUR - YEAR 1

20 NS0225519 HOUR 199.09

TUNNEL MAINTENANCE SERVICE - ELECTRICIANS (SUNDAYS AND HOLIDAYS) PER HOUR -

YEAR 1

21 NS0225520 HOUR 92.67

TUNNEL MAINTENANCE SERVICE - LEAD ABATEMENT (STRAIGHT TIME) PER HOUR - YEAR

1

22 NS0225521 HOUR 115.03

TUNNEL MAINTENANCE SERVICE - LEAD ABATEMENT (OVERTIME AND SATURDAYS) PER

HOUR - YEAR 1

23 NS0225522 HOUR 107.17

TUNNEL MAINTENANCE SERVICE - CARPENTRY (STRAIGHT TIME) PER HOUR - YEAR 1

24 NS0225523 HOUR 136.49

TUNNEL MAINTENANCE SERVICE - CARPENTRY (OVERTIME AND SATURDAYS) PER HOUR

- YEAR 1

25 NS0225524 HOUR 162.81

TUNNEL MAINTENANCE SERVICE - CARPENTRY (SUNDAYS AND HOLIDAYS) PER HOUR -

YEAR 1

26 NS0225525 HOUR 138.85

TUNNEL MAINTENANCE SERVICE - NON WORKING SUPERVISOR (STRAIGHT TIME) PER

HOUR - YEAR 1

27 NS0225526 HOUR 201.29

TUNNEL MAINTENANCE SERVICE - NON WORKING SUPERVISOR (OVERTIME AND

SATURDAYS) PER HOUR - YEAR 1

28 NS0225527 HOUR 242.21

TUNNEL MAINTENANCE SERVICE - NON WORKING SUPERVISOR (SUNDAYS AND

HOLIDAYS) PER HOUR - YEAR 1

29 NS0225528 HOUR 136.61

TUNNEL MAINTENANCE SERVICE - LEAD ABATEMENT (SUNDAYS AND HOLIDAYS) PER

HOUR - YEAR 1

30 NS0225529 Daily 4529.06

TUNNEL MAINTENANCE SERVICE - WAX TAPING - PIPING COATING - INSTALL/INSPECT

PIPE (ONE WORKING CREW SHALL CONSIST OF 3 LABORERS AND 1 WORKING FOREMAN) -

(STRAIGHT TIME) PER DAY - YEAR 2

31 NS0225530 Daily 5785.16

TUNNEL MAINTENANCE SERVICE - WAX TAPING - PIPING COATING - INSTALL/INSPECT

PIPE (ONE WORKING CREW SHALL CONSIST OF 3 LABORERS AND 1 WORKING FOREMAN) -

(OVERTIME AND SATURDAYS) PER DAY - YEAR 2

32 NS0225531 Daily 6812.53

TUNNEL MAINTENANCE SERVICE - WAX TAPING - PIPING COATING - INSTALL/INSPECT

PIPE (ONE WORKING CREW SHALL CONSIST OF 3 LABORERS AND 1 WORKING FOREMAN) -

(SUNDAYS AND HOLIDAYS) PER DAY - YEAR 2

33 NS0225532 HOUR 81.91

TUNNEL MAINTENANCE SERVICE - PAINTING (STRAIGHT TIME) PER HOUR - YEAR 2

Blanket Purchase Agreement 4291739, 0

Contains Confidential Commerical Information

Proprietary and Confidential Page 4 of 54

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

34 NS0225533 HOUR 118.95

TUNNEL MAINTENANCE SERVICE - PAINTING (OVERTIME AND SATURDAYS) PER HOUR - YEAR 2

35 NS0225534 HOUR 155.97

TUNNEL MAINTENANCE SERVICE - PAINTING (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 2

36 NS0225535 HOUR 80.05

TUNNEL MAINTENANCE SERVICE - MASONRY WORK (STRAIGHT TIME) PER HOUR - YEAR 2

37 NS0225536 HOUR 101.92

TUNNEL MAINTENANCE SERVICE - MASONRY WORK (OVERTIME AND SATURDAYS) PER HOUR - YEAR 2

38 NS0225537 HOUR 123.81

TUNNEL MAINTENANCE SERVICE - MASONRY WORK (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 2

39 NS0225538 HOUR 156.52

TUNNEL MAINTENANCE SERVICE - IRON WORKERS (STRAIGHT TIME) PER HOUR - YEAR 2

40 NS0225539 HOUR 219.21

TUNNEL MAINTENANCE SERVICE - IRON WORKERS (OVERTIME AND SATURDAYS) PER HOUR - YEAR 2

41 NS0225540 HOUR 278.20

TUNNEL MAINTENANCE SERVICE - IRON WORKERS (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 2

42 NS0225541 HOUR 97.35

TUNNEL MAINTENANCE SERVICE - LABORER'S (LOCAL 731) (STRAIGHT TIME) PER HOUR - YEAR 2

43 NS0225542 HOUR 120.84

TUNNEL MAINTENANCE SERVICE - LABORER'S (LOCAL 731) (OVERTIME AND SATURDAYS) PER HOUR - YEAR 2

44 NS0225543 HOUR 143.51

TUNNEL MAINTENANCE SERVICE - LABORER'S (LOCAL 731) (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 2

45 NS0225544 HOUR 133.57

TUNNEL MAINTENANCE SERVICE - ELECTRICIANS (STRAIGHT TIME) PER HOUR - YEAR 2

46 NS0225545 HOUR 170.45

TUNNEL MAINTENANCE SERVICE - ELECTRICIANS (OVERTIME AND SATURDAY) PER HOUR - YEAR 2

47 NS0225546 HOUR 209.14

TUNNEL MAINTENANCE SERVICE - ELECTRICIANS (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 2

48 NS0225547 HOUR 97.35

TUNNEL MAINTENANCE SERVICE - LEAD ABATEMENT (STRAIGHT TIME) PER HOUR - YEAR 2

49 NS0225548 HOUR 120.84

TUNNEL MAINTENANCE SERVICE - LEAD ABATEMENT (OVERTIME AND SATURDAYS) PER HOUR - YEAR 2

50 NS0225549 HOUR 143.51

TUNNEL MAINTENANCE SERVICE - LEAD ABATEMENT (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 2

51 NS0225550 HOUR 110.40

TUNNEL MAINTENANCE SERVICE - CARPENTRY (STRAIGHT TIME) PER HOUR - YEAR 2

52 NS0225551 HOUR 140.02

TUNNEL MAINTENANCE SERVICE - CARPENTRY (OVERTIME AND SATURDAYS) PER HOUR - YEAR 2

53 NS0225552 HOUR 166.60

TUNNEL MAINTENANCE SERVICE - CARPENTRY (SUNDAYS AND HOLIDAYS) PER HOUR -

Contains Confidential Commerical Information

Blanket Purchase Agreement 4291739, 0

Proprietary and Confidential Page 5 of 54

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price

(USD)

Amount

(USD)

YEAR 2

54 NS0225553 HOUR 142.25

TUNNEL MAINTENANCE SERVICE - NON WORKING SUPERVISOR (STRAIGHT TIME) PER HOUR - YEAR 2

55 NS0225554 HOUR 205.32

TUNNEL MAINTENANCE SERVICE - NON WORKING SUPERVISOR (OVERTIME AND SATURDAYS) PER HOUR - YEAR 2

56 NS0225555 HOUR 246.66

TUNNEL MAINTENANCE SERVICE - NON WORKING SUPERVISOR (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 2

57 NS0225556 Daily 4687.57

TUNNEL MAINTENANCE SERVICE - WAX TAPING - PIPING COATING - INSTALL/INSPECT PIPE (ONE WORKING CREW SHALL CONSIST OF 3 LABORERS AND 1 WORKING FOREMAN) - (STRAIGHT TIME) PER DAY - YEAR 3

58 NS0225557 Daily 5987.64

TUNNEL MAINTENANCE SERVICE - WAX TAPING - PIPING COATING - INSTALL/INSPECT PIPE (ONE WORKING CREW SHALL CONSIST OF 3 LABORERS AND 1 WORKING FOREMAN) - (OVERTIME AND SATURDAYS) PER DAY - YEAR 3

59 NS0225558 Daily 7050.97

TUNNEL MAINTENANCE SERVICE - WAX TAPING - PIPING COATING - INSTALL/INSPECT PIPE (ONE WORKING CREW SHALL CONSIST OF 3 LABORERS AND 1 WORKING FOREMAN) - (SUNDAYS AND HOLIDAYS) PER DAY - YEAR 3

60 NS0225559 HOUR 93.91

TUNNEL MAINTENANCE SERVICE - PAINTING (STRAIGHT TIME) PER HOUR - YEAR 3

61 NS0225560 HOUR 120.95

TUNNEL MAINTENANCE SERVICE - PAINTING (OVERTIME AND SATURDAYS) PER HOUR - YEAR 3

62 NS0225561 HOUR 157.97

TUNNEL MAINTENANCE SERVICE - PAINTING (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 3

63 NS0225562 HOUR 82.05

TUNNEL MAINTENANCE SERVICE - MASONRY WORK (STRAIGHT TIME) PER HOUR - YEAR 3

64 NS0225563 HOUR 103.92

TUNNEL MAINTENANCE SERVICE - MASONRY WORK (OVERTIME AND SATURDAYS) PER HOUR - YEAR 3

65 NS0225564 HOUR 125.81

TUNNEL MAINTENANCE SERVICE - MASONRY WORK (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 3

66 NS0225565 HOUR 162.00

TUNNEL MAINTENANCE SERVICE - IRON WORKERS (STRAIGHT TIME) PER HOUR - YEAR 3

67 NS0225566 HOUR 226.88

TUNNEL MAINTENANCE SERVICE - IRON WORKERS (OVERTIME AND SATURDAYS) PER HOUR - YEAR 3

68 NS0225567 HOUR 287.94

TUNNEL MAINTENANCE SERVICE - IRON WORKERS (SUNDAYS AND HOLIDAYS) PER HOUR - YEAR 3

69 NS0225568 HOUR 100.76

TUNNEL MAINTENANCE SERVICE - LABORER'S (LOCAL 731) (STRAIGHT TIME) PER HOUR - YEAR 3

70 NS0225569 HOUR 125.07

TUNNEL MAINTENANCE SERVICE - LABORER'S (LOCAL 731) (OVERTIME AND SATURDAYS) PER HOUR - YEAR 3

71 NS0225570 HOUR 148.53

TUNNEL MAINTENANCE SERVICE - LABORER'S (LOCAL 731) (SUNDAYS AND HOLIDAYS)

Contains Confidential Commerical Information

PER HOUR - YEAR 3

Blanket Purchase Agreement 4291739, 0

Proprietary and Confidential Page 6 of 54

Line Part Number / Description Supplier Part# Effective Date Expires On Quantity UOM Unit Price
(USD)

Amount
(USD)

72 NS0225571 HOUR 138.24

TUNNEL MAINTENANCE SERVICE - ELECTRICIANS (STRAIGHT TIME) PER HOUR - YEAR 3

73 NS0225572 HOUR 176.41

TUNNEL MAINTENANCE SERVICE - ELECTRICIANS (OVERTIME AND SATURDAY) PER
HOUR - YEAR 3

74 NS0225573 HOUR 216.46

TUNNEL MAINTENANCE SERVICE - ELECTRICIANS (SUNDAYS AND HOLIDAYS) PER HOUR -
YEAR 3

75 NS0225574 HOUR 100.76

TUNNEL MAINTENANCE SERVICE - LEAD ABATEMENT (STRAIGHT TIME) PER HOUR - YEAR
3

76 NS0225575 HOUR 125.07

TUNNEL MAINTENANCE SERVICE - LEAD ABATEMENT (OVERTIME AND SATURDAYS) PER
HOUR - YEAR 3

77 NS0225576 HOUR 148.53

TUNNEL MAINTENANCE SERVICE - LEAD ABATEMENT (SUNDAYS AND HOLIDAYS) PER
HOUR - YEAR 3

78 NS0225577 HOUR 112.55

TUNNEL MAINTENANCE SERVICE - CARPENTRY (STRAIGHT TIME) PER HOUR - YEAR 3

79 NS0225578 HOUR 142.17

TUNNEL MAINTENANCE SERVICE - CARPENTRY (OVERTIME AND SATURDAYS) PER HOUR
- YEAR 3

80 NS0225579 HOUR 168.75

TUNNEL MAINTENANCE SERVICE - CARPENTRY (SUNDAYS AND HOLIDAYS) PER HOUR -
YEAR 3

81 NS0225580 HOUR 144.25

TUNNEL MAINTENANCE SERVICE - NON WORKING SUPERVISOR (STRAIGHT TIME) PER
HOUR - YEAR 3

82 NS0225581 HOUR 207.32

TUNNEL MAINTENANCE SERVICE - NON WORKING SUPERVISOR (OVERTIME AND
SATURDAYS) PER HOUR - YEAR 3

83 NS0225582 HOUR 248.66

TUNNEL MAINTENANCE SERVICE - NON WORKING SUPERVISOR (SUNDAYS AND
HOLIDAYS) PER HOUR - YEAR 3

84 NS0225583 EACH 1.00

TUNNEL MAINTENANCE SERVICE - OUT OF SCOPE (NON WAX TAPE RELATED) WORK
PERFORMED UNDER THIS CONTRACT

Blanket Purchase Agreement 4291739,
0

Proprietary and Confidential Page 7 of 54

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....8

Standard Terms8

Special Conditions of Purchase - Basic Ordering Agreement8

Standard Terms and Conditions for Construction Contracts10

Appendix A49

Gift Policy53

Blanket Purchase Agreement 4291739,
0

Proprietary and Confidential Page 8 of 54

Terms and Conditions

Standard Terms

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Special Conditions of Purchase - Basic Ordering Agreement

SPECIAL CONDITIONS OF PURCHASE - BASIC ORDERING AGREEMENT

1. Nature of These Special Conditions

The Contract (as defined in the Con Edison Standard Terms and Conditions governing the purchase of specified goods or services) shall constitute a Basic Ordering Agreement and these Special Conditions of Purchase shall apply and be incorporated in the Contract. No goods or services are purchased merely by issuance of the Contract. A purchase is made when a Standard Purchase Order ("purchase order") for specific goods or services is issued by Con Edison under the Contract that incorporates these Special Conditions and Seller or Contractor (either of whom is hereinafter referred to as "Seller") does not within five (5) days of issuance of the purchase order notify Con Edison in writing (electronically or in print form), that Seller will not supply the goods or services ordered. Seller shall, unless it so notifies Con Edison, be obligated to furnish the goods or services ordered in accordance with the terms of the Contract, including these Special Conditions.

2. Orders for Goods or Services

Con Edison may order goods or services by issuing purchase orders for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract. Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

3. Terms and Conditions

All orders shall be subject to the terms and conditions of the Contract.

4. Estimates

Blanket Purchase Agreement 4291739,

0

Proprietary and Confidential Page 9 of 54

Any estimates of quantities of goods or services set forth in the Contract are solely for the convenience of Con Edison and do not represent the quantities or an approximation, of the quantities of goods or services Con Edison will order under the Contract. Con Edison shall incur no liability whatsoever with respect to any goods or services not expressly ordered.

5. Status Reports

Not later than the tenth (10th) day of each month, Seller shall deliver to Con Edison a written report of orders filled during the previous calendar month under the Contract. Each report shall include with respect to such previous calendar month, (a) copies of all purchase orders received by Seller under the Contract, (b) the amount billed by Seller for that month, (c) the total amount paid under the Contract through the end of that month, and (d) the total amount due and not yet paid through the end of that month for orders previously filled.

6. Partial Deliveries

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in the Contract. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

7. Shipping Notices

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the same day any items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

8. Expenditure Limitation

Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all purchase orders previously issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until that amount has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

9. Completion of Performance

Blanket Purchase Agreement 4291739,

0

Proprietary and Confidential Page 10 of 54

Any purchase order issued under the Contract during the term of the Contract, and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract

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as if performance of such purchase orders had been completed during the term of the Contract.
335693v.2

Standard Terms and Conditions for Construction Contracts CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. STANDARD TERMS AND CONDITIONS FOR

CONSTRUCTION CONTRACTS
Blanket Purchase Agreement 4291739,
0

Proprietary and Confidential Page 11 of 54
July 1, 2012

TABLE OF CONTENTS

Article Title Page No.

1. Definitions 1
 2. Contract Formation 1
 3. Specifications, Plans, and Drawings 2
 4. Price and Payment 2
 5. Time for Completion 6
 6. Excusable Delay 6
 7. Safeguards in Work 7
 8. Knowledge of Work Conditions and Requirements 8
 9. Contractor's Performance 9
 10. Con Edison Authority 10
 11. Estimated Quantities 10
 12. Warranties 10
 13. Changes (Including Extra Work) 11
 14. Labor 13
 15. Time and Material and Cost Reimbursable Work 15
 16. Claims 16
 17. Permits, Codes, Laws and Regulations 19
- Blanket Purchase Agreement 4291739,
0
- Proprietary and Confidential Page 12 of 54
18. Quality Assurance/Quality Control 19
 19. Protection of Persons, Work and Property 19
 20. Vehicle Spills 21
 21. Maintenance of Work Site 21
 22. Subsurface Conditions Found Different 21
 23. Inspection and Tests and Correction of Defects 21
 24. Effect of Con Edison Approval 23
 25. Subcontracting 23
 26. Title to Materials and Completed Work 24
 27. Investigation and Audit 24
 28. Con Edison's Performance 24
 29. Liens 25
 30. Bonds 25
 31. Other Contractors 26
 32. Suspension 26
 33. Termination for Convenience 27
 34. Confidentiality 28
 35. Infringement 28
 36. Indemnification 29
 37. Insurance 29
 38. Taxes 33
 39. Amendments 33
 40. Assignment 33
 41. Cancellation for Default 33
 42. Ownership of Documents and Materials; Ownership of

Contains Confidential Commerical Information

Intangible Property³⁴
43.Relationship of Parties³⁶
44.Third Party Rights³⁶
45.Waiver³⁶
46.Set-Off³⁷
47.Conflicting Documents; Headings³⁷
48.Notices³⁷
49.Entire Agreement³⁷
50.Governing Law³⁷
51.Waiver of Trial by Jury³⁸
52.Submission to Jurisdiction/Choice of Forum³⁸
53.Limitation on Time to Sue³⁸
Blanket Purchase Agreement 4291739,
0

Proprietary and Confidential Page 13 of 54
54.Performance of Work During Pendency of Disputes³⁸
55.Enablement in the Procurement System³⁸
56.Gift Policy and Unlawful Conduct³⁹
Appendix A - Required Clauses and Certifications

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

1.Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" -Consolidated Edison Company of New York, Inc., the entity entering into the Contract and issuing any purchase orders applicable to the Contract, for work to be performed for Con Edison or its affiliate Orange and Rockland Utilities, Inc. ("O&R").

"Contractor" -The contractor who is a party to the Contract with Con Edison .

"Contract" -The contract between Con Edison and Contractor consisting of: (a) a Blanket Purchase Agreement ("BPA") or Contract Purchase Agreement ("CPA") and/or a Con Edison Standard Purchase Order ("purchase order"); (b) the relevant Con Edison request for quotation; (c) these Standard Terms and Conditions; and (d) any documents or portions thereof incorporated by reference in (a), (b) or (c) above, including, but not limited to, special conditions, specifications, performance requirements, plans and drawings. The words "hereof," "herein," "hereto" and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.

"Work" -The project contemplated by the Contract and all labor and supervision; construction materials, equipment, tools and other aids to construction; equipment, materials and structures to be installed; and other things of any nature necessary or proper for the completion of the project, whether or not expressly specified herein.

"Subcontractor" -Any company or person, other than an employee of Contractor, that furnishes any of the Work on behalf of Contractor.

2.Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Contractor of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Contractor is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Contractor's offer; provided, however, that if Contractor's offer contains terms additional to or different from the terms on which quotations were requested by Con Edison which are not Blanket Purchase Agreement 4291739,

0

Proprietary and Confidential Page 14 of 54

accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgement electronically by Contractor of the Contract in the Procurement System or, if Contractor is not enabled in the Procurement System, by the signing by Contractor of the Contract or a copy of the Contract or such other writing as may be issued by Con Edison (or another document expressing Contractor's acceptance thereof), or Contractor's commencement or continuation of the Work following its receipt of the Contract or such other writing, such Work signifying Contractor's acceptance of the terms thereof.

3.Specifications, Plans, and Drawings.

A.The Work shall be performed in strict accordance with the Contract specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Con Edison. The specifications, plans, and drawings and all other documents which are part of the Contract are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail

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whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Con Edison directs otherwise in writing.

Contractor shall carefully review all of the contract documents. Contractor shall promptly submit in writing to Con Edison whenever discovered, whether before or after award, any inconsistency, ambiguity, or error between documents or within a document. Contractor shall abide by the written direction of Con Edison's authorized representative with respect to such matters, which direction shall be final and binding.

Contractor waives any claim for extra compensation based on an inconsistency, ambiguity, or error which Contractor could have discovered by reasonable diligence and prudence.

B. Con Edison may furnish to Contractor any additional plans, drawings, specifications or other documents which it considers

necessary to illustrate or explain the Work in further detail, and Contractor shall comply with the requirements of all such documents.

C. Contractor shall, throughout the time during which the Work is being performed, keep at the work site available for inspection by Con Edison one complete and current set of the Contract documents, including, but not limited to, the Contract plans, specifications, and drawings, any additional documents furnished by Con Edison, and all shop and work drawings approved by Con Edison.

D. Where required by the Contract, Contractor shall submit designated documents, such as drawings and process procedures, for review and approval by or on behalf of Con Edison. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Con Edison for such review and approval prior to their implementation.

4. Price and Payment.

Blanket Purchase Agreement 4291739,

0

Proprietary and Confidential Page 15 of 54

A. Unless expressly stated to the contrary herein, all prices are firm and not subject to increase. All payment periods, including discount periods, shall begin upon receipt of proper invoices by Con Edison's Accounts Payable Department. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days of receipt of each invoice. Payments by mail shall be deemed made when deposited in the mail. Notwithstanding anything to the contrary herein, no invoice submitted for a partial or progress payment shall be processed unless and until Contractor furnishes to Con Edison a Contractor Affidavit – Partial Release And Waiver of Lien and for each subcontractor, a Subcontractor Affidavit – Partial Release of Lien, duly executed and delivered by Contractor and its Subcontractors at issue, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein, and, with respect to Work covered by or included within the invoice, waive, release and discharge claims and liens, contain a covenant to pay and release of record, or otherwise discharge of record, all liens and contain a covenant to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated), from and against such claims and liens and any related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor).

No invoice submitted for a final payment shall be processed unless and until: (i) Contractor has fully performed all the Work to Con Edison's satisfaction; (ii) Contractor has delivered to Con Edison all warranties, manuals, operating instructions, drawings, and all other documents required by the Contract; and (iii) Contractor has submitted documents sufficient to satisfy Con Edison that all the Work has been properly performed, that payment is due to Contractor, and that all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work have been fully paid, or that they will be paid promptly from monies received from the final payment. The documents required together with the invoice for final payment shall include a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable. Such documents shall, among other things, state that each statement set forth in paragraph (H) of this Article is true and correct concerning the invoice and the amount requested therein and, with respect to the Work, waive, release, and discharge all claims and liens to the extent permitted by law, contain a covenant to pay and release of record, or otherwise discharge of record, all liens, and contain a

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covenant to defend, indemnify, and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and any owner of the real property on which the project is situated from and against all such claims and liens and related costs and expenses. Such documents shall be in a form reasonably satisfactory to Con Edison and shall in all respects be

Blanket Purchase Agreement 4291739,

0

Proprietary and Confidential Page 16 of 54

read and interpreted to be consistent with Section 34 of the New York Lien Law (or its successor).

B. Unless otherwise provided in the Contract, for unit price Work involving layouts, Contractor shall submit invoices upon completion of layouts or layout parts. For other unit price Work, invoices shall be submitted monthly. For all unit price Work, the judgment of Con Edison as to the quantity of Work completed and whether or not it is acceptable shall be conclusive.

C. For lump sum Work, Contractor shall render progress payment invoices monthly unless stated otherwise in the purchase order. Each invoice shall be based on an estimate, certified by Contractor and approved by Con Edison, of the physical Work performed during the period stated in the purchase order or, if none is stated, during the preceding calendar month. In preparing estimates, Contractor shall include up to 75% of the cost of conforming materials delivered onto the site but not yet physically incorporated into the Work. As additional security for the proper performance of the Contract, Con Edison will retain ten percent (10%) of the amount of each invoice until fifty percent (50%) of the Work is completed. Thereafter, if the Work is progressing satisfactorily and on schedule and Contractor is in compliance with all of its obligations hereunder, Con Edison shall pay the remaining invoices for progress payments in full. The amount previously retained will be paid to Contractor following completion and acceptance of the entire Work. The judgment of Con Edison as to the value of the Work completed, whether it is on schedule and whether it is acceptable shall be conclusive.

D. Con Edison shall have the right at any time to withhold from any payment which may be or become due under the Contract such amount as may reasonably appear necessary to it to compensate Con Edison for any actual or prospective loss due to Work which is defective or does not conform to Contract requirements, actual or prospective failure of Contractor to complete performance of the Work, or any other failure of Contractor to perform any of its obligations under the Contract or when it reasonably appears to Con Edison that Contractor has previously been overpaid. Con Edison shall be entitled to retain any and all amounts so withheld until Contractor has, in Con Edison's judgment, either performed the obligation or obligations in question or furnished security which Con Edison deems adequate for such performance or, in the case of withholding for overpayment, until an audit of Contractor's work or documentation is completed and the proper payment is determined.

E. Con Edison at any time may, after notifying Contractor in writing, pay directly any unpaid claims against Contractor based on the Work, and in so doing Con Edison shall be conclusively deemed to be acting as Contractor's agent. Any payment made by Con Edison to discharge a claim against Contractor shall be treated as a payment made under the Contract from Con Edison to Contractor.

F. Con Edison shall not be liable to Contractor for interest on any late payments unless expressly provided for herein. If for any reason Con Edison is in arrears in payment(s) hereunder, payment(s) made shall be applied by Contractor to any and all principal sum(s) due before being applied to any interest that may be due thereon pursuant to any express provision therefor in the Contract or otherwise.

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 17 of 54

G. Except to the extent specified in a written reservation of rights, the acceptance by Contractor of final payment shall be and shall operate as a release of all claims against Con Edison and of all liability of Con Edison to Contractor for things done or furnished in connection with the Work and for every act and neglect of Con Edison and others for whom Con Edison may be responsible relating to or arising out of the Work. However, no payment, final or otherwise, shall operate to release Contractor or its sureties from the obligations under this Contract or any performance or payment bond.

H. Contractor shall submit invoices in a form reasonably acceptable to Con Edison. Each invoice shall constitute a representation by Contractor that (i) the payment requested therein reflects Work performed and costs incurred by Contractor on account of such Work, (ii) the materials, supplies and equipment for which such invoice is being

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submitted have been installed or incorporated in the Work or have been stored at the project site or at such off-site storage locations as shall have been approved in writing by Con Edison; provided, however, that Con Edison shall not be obligated to pay or advance monies for materials stored off-site, unless approved in advance and in writing by Con Edison, (iii) the materials, supplies and equipment, if stored off-site, have been properly insured and stored in a "bonded" warehouse and are insured in accordance with this Contract and, if stored at the project site, are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens or payment bond claims have been filed in connection with the Work for any of the labor, materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) all Subcontractors who performed or furnished labor, materials, supplies, or equipment for the Work for which payment is requested or for prior Work have been fully paid, or that they will be paid promptly from monies received from such invoice, (vii) the Work which is the subject of such invoice has been performed in strict accordance with the Contract documents and all applicable legal requirements, and (viii) the amount of the partial payment for which the invoice is submitted, when added to the sum of all previous payments made under prior invoices, does not exceed that portion of the price under the Contract which is allocable to the portion of the Work that has actually been completed on or before the date of such invoice and that the remainder of the price under the Contract (as the same may have been adjusted hereunder) is sufficient to pay in full the costs necessary to perform and complete the Work. Upon Con Edison's request and as a condition precedent to payment, Contractor shall provide supporting documentation that is satisfactory to Con Edison to substantiate the representations set forth in this paragraph.

5. Time for Completion. TIME IS OF THE ESSENCE OF THE CONTRACT and of each and every portion thereof for which a certain length of time is fixed for performance. Unless otherwise specified, Contractor shall start the Work at the construction site within ten (10) days after it receives a written Notice to Proceed from Con Edison and shall complete the Work and the various parts thereof within the time or times specified in the Contract schedule. Contractor shall prosecute the Work regularly, diligently and without interruption at such rate of progress as will ensure completion within the specified time, and shall furnish properly skilled workmen and materials, tools, and equipment in numbers and amounts sufficient to accomplish this. Contractor agrees that the time or times specified for completion of the Work and of any part thereof are reasonable, taking into consideration all facts and circumstances. Work specified by the Contract to be performed after regular hours or on Saturdays, Sundays or legal holidays and Work performed at such times as a result of conditions in a permit or because of local regulations or to adhere to or regain the rate of progress required by Con Edison shall be performed without additional expense to Con Edison. If, in the opinion of Con Edison, Contractor falls behind schedule, Con Edison shall have the right to require contractor, at no additional cost to Con Edison, to increase its labor force or days or hours of work, to work overtime or increase the number of shifts, to use additional equipment or other construction aids, or to take such

Blanket Purchase Agreement 4291739,
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Proprietary and Confidential Page 18 of 54

other steps as may be necessary to ensure completion of the Work on schedule. Receipt and acceptance by Con Edison of revised schedules from Contractor during the Work shall not be deemed a waiver of the schedule initially approved.

6. Excusable Delay. Contractor shall be excused any delay in completion of the Work arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of Contractor, strike which is not the result of an unfair labor practice or other unlawful activity by Contractor, riot, failure of public transportation facilities, inability of Con Edison to provide access due to plant malfunctions, and inability to perform caused solely by Con Edison's act or failure to act in breach of an express obligation under the Contract. Delay in Contractor's receipt of subcontracted supplies or services for reasons beyond the control of the Subcontractor shall not be excusable delay hereunder to the extent that the supplies or services are available to Contractor from another source. The unavailability of sufficient, qualified labor to perform the Work shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by Contractor. Contractor shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update Con Edison on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be Contractor's sole and exclusive remedy for such delay and Con Edison shall not be liable for any damages or additional costs incurred as a result of such delay.

7. Safeguards in Work.

A. Contractor shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the

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Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B. Contractor shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Contractor shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

C. In accordance with the rest of this Article 7 and without limitation thereof, Contractor shall test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 19 of 54

D. Contractor shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Contractor shall cause all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all public authorities. Contractor shall comply with the requirements of and recommendations in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of the Contract or applicable laws or regulations. Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

E. If in the opinion of Con Edison's authorized representative, Contractor's work practices or conditions created by Contractor are unsafe or fail to comply with applicable laws or regulations, Con Edison may halt the work until such practices and conditions are corrected. Contractor shall not be entitled to any additional costs or time for performance due to such work stoppage. If, when the Con Edison authorized representative is not present at the site, a Con Edison employee (or O&R employee for Work ordered for O&R) directs Contractor to discontinue an operation because it may be unsafe or illegal, Contractor shall immediately halt the questioned operation and, if the Contractor disagrees with the employee, shall contact the Con Edison authorized representative for instructions. Contractor shall obtain the employee's name and employee identification number and report this information to the Con Edison authorized representative.

F. Contractor shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Con Edison and its affiliates (including, but not limited to, O&R) against any loss, liability, damage or expense resulting in whole or in part from such failure or neglect.

G. If the Work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Contractor shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Contractor shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Contractor shall allow access to its property and records concerning the plans and their implementation to Con Edison, O&R and their representatives, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

8. Knowledge of Work Conditions and Requirements. Contractor represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work or the cost thereof.

Contractor also acknowledges that it has examined the specifications, drawings, and other Contract documents and

Blanket Purchase Agreement 4291739,
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Proprietary and Confidential Page 20 of 54

has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Contractor agrees that its entry into the Contract has not been induced either wholly or in part by any promises, representations or statements on behalf of Con Edison other than those set forth in the Contract, and that any failure of Contractor to examine the Work site, Contract documents or all other available information shall be at its own risk. Contractor further represents that the price set forth in the Contract has been determined with due regard by Contractor to all such conditions and requirements affecting the Work, as well as the difficulties and delays incident to work of the nature contemplated hereby, and agrees that no claim for any increase in such price shall be made except as specifically provided in the Contract.

9. Contractor's Performance.

A. Contractor shall perform in good workmanlike manner and in accordance with best accepted practices in the industry all the Work specified or reasonably implied in the Contract, in accordance with its terms and the directions of Con Edison and its authorized representatives as any may be given from time to time. Contractor's performance shall include, except as otherwise specifically stated in the Contract, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule.

Details which are not specified in the Contract shall be performed by Contractor at no extra cost if such details are within the general description of the Work.

B. When work is performed outside of Contractor's own premises, Contractor must provide at all times an on-site representative with full authority to act for Contractor. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Contractor and must be able to effectively communicate with those persons in their own language or languages. In addition, Contractor's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Contractor in this role shall be subject to the continuing approval of Con Edison.

C. Contractor shall perform the Work in accordance with the following:

(i) All equipment, tools, other construction aids and materials utilized by Contractor shall be of high quality and in good working order. Contractor shall submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Con Edison, any of Contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Contractor shall remove such items from the site immediately and replace them with safe and adequate substitutes at Contractor's expense. Contractor shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Contractor shall provide adequate storage for all such items used in connection with the Work.

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 21 of 54

(ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances.

Access to all underground facilities, as for example through Con Edison, municipal and telephone company manholes, shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Contractor shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Contractor shall assure that the fire watch is informed of the site fire control procedures

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and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

10. Con Edison Authority

A. Con Edison shall have the authority to decide any and all questions which arise in connection with the Work, and Con Edison's decisions shall be conclusive and final. Con Edison shall be the final judge of the meaning and intent of the Contract and all provisions thereof. Con Edison shall have the authority to conclusively resolve any disagreements which may arise between Contractor and any other contractor.

B. Con Edison shall have the right to maintain a representative at the construction site. Such representative may, on request, give Contractor reasonable assistance in interpreting the Contract drawings, specifications and plans, but such assistance shall not relieve Contractor of any duties (including, without limitation, those of giving notice to or securing the approval of Con Edison) arising under the Contract.

11. Estimated Quantities. Whenever estimated quantities of Work to be done on a unit-price basis are shown in the Contract, differences between the actual number of units of Work encountered and the estimated quantities of units shall not result in an increase or decrease in the unit prices or provide the basis for any claim against Con Edison or O&R by Contractor.

12. Warranties.

A. Contractor warrants the Work for a period of three (3) years from the date of completion and Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 22 of 54

acceptance of all Work, unless a longer period is specified elsewhere in the Contract or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with the best accepted practices in the industry and comply strictly with all specifications and performance requirements contained in the Contract; and

(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Contractor further warrants that the Work shall meet any and all tests and comply strictly with all specifications and performance requirements contained in the Contract. The warranty of good title shall be unlimited in time.

B. In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Con Edison, Contractor shall, at no cost to Con Edison, promptly repair, replace, or reperform the defective Work, as directed by Con Edison, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Contractor fails to correct any defective Work as aforesaid promptly after being notified thereof by Con Edison, then Con Edison may, at its option, either correct the defective work and charge Contractor for the costs and expenses it incurs in so doing or secure an equitable reduction in the Contract price based on its retention of the defective Work. Any defective parts removed in connection with repair or replacement shall be disposed of by Contractor at its expense.

C. In addition to making the foregoing warranties, Contractor agrees to obtain, for the benefit of Con Edison, from any and all Subcontractors hereunder, the same warranties as those required of Contractor under this Article and not to accept any warranties which are inferior in any respect to those required under this Article.

D. All warranties made or obtained hereunder are made to, and for the benefit of, Con Edison and O&R and may be enforced by or on behalf of either or both of Con Edison and O&R.

13. Changes (Including Extra Work).

A. Con Edison shall have the right at any time, by written notice (electronically or in print form) to Contractor and without notice to any of Contractor's sureties, to direct changes in the Work, including direction to do extra work or work outside of normal hours (when such work is not already the responsibility of Contractor under the Contract) or to delete part of the Work. If any such change causes an increase or decrease in the cost or time required for performance hereunder, an equitable adjustment shall be made in the Contract price or schedule, or both, as follows: If the change involves work of the kind for which unit prices are contained in the Contract, such work shall be paid for at those prices unless Con Edison at its discretion determines not to use such unit Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 23 of 54

prices and so notifies Contractor prior to the start of the changed work. For work for which no unit price is established or for which Con Edison has determined not to apply the unit prices, the parties shall endeavor to agree on a lump sum price for the change. If the change is not defined well enough for a fixed price, or if there is not enough time to negotiate one, or if the parties do not agree on one, Contractor shall perform the change on a time-and-materials ("T&M") basis at rates for labor, equipment and materials approved by Con Edison. In the case of deletion of any portion of the work for which no unit price is established, the Contract price shall be reduced by the decrease in Contractor's cost of performance and profit thereon.

B.The following rates are approved by Con Edison for Work performed on a T&M basis:

(i)Labor

Contractor will be compensated for each hour performed at the straight and premium time rates (as applicable) specified in the applicable schedule of rates. With respect to Work ordered for Con Edison, the applicable schedule of rates will be the Con Edison schedule of rates entitled "New York City and Westchester County Labor Rates for Time and Materials Work" or "Maintenance Agreement Labor Rates -- New York City and Westchester County," as applicable, in effect at the time the Work is performed, except that an additional 10% will be paid for the straight time portion of labor performed by one approved Subcontractor. With respect to Work ordered for O&R, the applicable rates will be the rates agreed to in the Contract. The labor of superintendents, non-working foremen, timekeepers and clerical employees is not compensable. This paragraph shall not be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

(ii)Materials

Contractor will be compensated for all materials used for the Work at the actual net cost plus 10%. Contractor shall furnish Con Edison with the invoices evidencing the purchase of such materials (and any other back-up documentation).

(iii)Equipment

Contractor will be compensated for equipment employed in the Work at 70% of the rates, including operating costs, in effect at the time the Work is performed, in the "Rental Rate Blue Book for Construction Equipment" or Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 24 of 54

the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable.

All rates are based on 8 hours per day, 40 hours per week, 176 hours per month and 22 working days per 30 day period. The rate resulting in the lowest cost to Con Edison for the employment of the equipment in the Work will be used. Operating costs will only be paid for hours during which equipment is actually being used in the performance of the Work.

Each unit of equipment or tool with a value at the time of use of less than \$500 will be considered included in the labor rate and will not be separately compensable.

C.Contractors shall not perform any changes in the Work, including extra work, except pursuant to written direction from Con Edison's representative authorized to make changes expressly and unmistakably indicating his intention to change the Work. In the event adjustments for such changes are not agreed upon promptly, Contractor shall nevertheless proceed diligently to effect the changes at the time it is directed to do so by Con Edison.

D.In the absence of a written direction described in the preceding paragraph C, if Contractor deems any directive, whether oral or written, by Con Edison's authorized representative to be a change in the Work, Contractor shall nevertheless comply therewith but shall within five days give written notice as described in Article 16, Claims, and comply with the requirements thereof.

E.Any price increase or decrease or extension or acceleration of time for performance shall not be binding on Con Edison unless evidenced by a Contract modification or change order signed and issued by Con Edison. Contractor shall not have the right to make changes in the Work without the prior written approval of Con Edison.

F.Prices agreed upon for, or applicable to, changes (including extra work), include all impacts of the changes on the Work, including, but not limited to, delay, loss of productivity, demobilization, remobilization and idle time, and Contractor shall have no other claim for other effects on the Work due to such changes.

14.Labor.

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A. Contractor shall, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Unless otherwise specifically provided herein, the costs of all labor are included in the Contract price. With respect to Work ordered for Con Edison, unless otherwise agreed to by Con Edison, Contractor shall employ on Work at the construction site only union labor from building trades locals having jurisdiction over the Work to the extent such labor is available. Where Contractor employs workers on sites where a permit to use or open a street (including excavating the street) is required and New York City Administrative Code Section 19-142, or its successor, (or a similar law, regulation, or code pertaining to sites located outside of New York City ("Similar Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 25 of 54

Local Law")) is applicable, Contractor agrees that, pursuant to and in furtherance of the requirements of New York City Administrative Code Section 19-142, or its successor, (or the requirements of the Similar Local Law) and the terms and conditions of the permit: none but competent workers, skilled in the work required of them, shall be employed thereon; the prevailing scale of union wages shall be the prevailing wage for similar titles as established by the Comptroller of the City of New York pursuant to Section 220 of the New York State Labor Law (or as established by such other fiscal officer, as specified in Section 220 of the New York State Labor Law, for workers on permitted sites located outside of New York City to which a Similar Local Law applies), paid to those so employed, and Contractor shall pay that prevailing wage to workers so employed. These obligations of Contractor shall apply even though Con Edison may have obtained the permit. Contractor agrees to defend, save harmless and indemnify Con Edison, and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability arising in any way out of Contractor's failure to comply with the foregoing provisions of this paragraph. Whenever Contractor knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Contractor shall immediately give Con Edison notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Contractor shall confirm it in writing within 24 hours. In the event that any labor dispute adversely affects the timely and efficient performance of the Work, Contractor shall exercise all rights and utilize all remedies available under applicable collective bargaining agreements and applicable federal and state laws to resolve the dispute and end the adverse effect on the Work, including but not limited to, seeking an injunction and filing an unfair labor practice charge.

B. The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Contractor represents and covenants that Contractor has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Contractor in the performance of the Work. Contractor agrees to defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability under the Act arising in any way out of services performed by, or Con Edison's use of, persons furnished by Contractor.

C. Contractor shall not employ any Con Edison or O&R employee to perform any Work without the prior written permission of Con Edison.

D. Further, neither Contractor nor any of its permitted subcontractors shall utilize or otherwise permit any former employee of Con Edison or O&R to render any services hereunder of any nature for or on behalf of Contractor or the permitted subcontractors (as an employee or consultant or otherwise) within five years of such former employee's separation from Con Edison or O&R if such former employee was engaged or involved in the solicitation, negotiation, procurement, placement or administration of any contract, agreement or purchase order for or on behalf of Con Edison or O&R at any time during the three-year period immediately preceding the employee's separation from Con Edison or O&R. For purposes of the preceding sentence, "administration of any Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 26 of 54

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contract, agreement or purchase order" shall mean engaging in any activity relating to oversight or management of any contract between Con Edison or O&R and Contractor including, but not limited to, the review, approval or payment of any invoices relating to any such contract, agreement or purchase order or the supervision of employees engaged in such activities. Engaging in or supervising employees engaged in purely clerical functions such as filing, data entry or processing previously approved invoices for payment shall not be deemed "administration of any contract, agreement or purchase order".

15. Time and Material and Cost Reimbursable Work.

A. Con Edison shall have the right to generally supervise, direct, control and approve the extent and character of Work done on a T&M or other cost reimbursable basis.

B. Work performed on a T&M basis shall not be performed either in whole or in part on a premium time basis (including overtime, Saturdays, Sundays and holidays) unless Contractor obtains the prior written consent of Con Edison's duly authorized representative.

If Contractor should perform work on a premium time basis without obtaining such consent then all cost relating to the premium time portion shall be borne solely by Contractor without recourse to Con Edison.

C. For Work performed on a T&M basis, Contractor shall submit reports which shall list the time and trades used, material consumed and types of equipment used on site and operating hours indicated. The reports shall be submitted by the end of the next working day for each shift worked. These reports are to be submitted to the Con Edison site representative for approval (subject to future audit and adjustment if found to be in error). Con Edison shall make payment within 30 days after receipt of a proper invoice with required supporting documentation.

D. All work performed on a T&M basis shall be subject to Article 12 (Warranties) above.

E. The hourly rates for time and material and cost reimbursable contracts include profit and all indirect costs such as, but not limited to, field overhead, home office costs, engineering and all other off-site costs.

F. Whenever the Contractor or any permitted subcontractor performs Work hereunder its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government issued name and photo identification.

G. No obligation of Con Edison to pay any agreed upon labor rates to Contractor for any time and material or cost reimbursable work shall be construed to affect Contractor's obligations to pay its employees in accordance with applicable law and the requirements of the Contract.

16. Claims.

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 27 of 54

A. The only claims that may be made by Contractor are claims for (i) providing services or materials beyond the scope of the Contract that are not covered by a written and signed change order (hereafter "Non-Contract Work"), and (ii) the increased cost of performing Contract Work caused by Con Edison's breach of the Contract (hereafter "Increased Costs"), except that, as set forth in Article 6, no claims for damages or additional costs on account of delay shall be permitted.

B. For each claim for Non-Contract Work, as defined in (A)(i) of this Article, Contractor must give written notice to Con Edison's designated representative within five (5) days of when Contractor began to perform such work. The notice must identify such work with particularity, the date such work was begun, the reason such work was performed, the estimated cost and duration of the work, the anticipated schedule impact, and the name of any Con Edison representative alleged to have ordered such work. For each claim for Increased Costs, as defined in (A)(ii) of this Article, Contractor must give written notice to Con Edison's designated representative within 5 days of Contractor's discovery of Con Edison's breach. The notice must identify the breach with the following particularity: for an act of Con Edison identify the act, the location of the act, the individual who performed the act, and the date of the act; for an omission by Con Edison, identify the specific action Contractor believes Con Edison should have taken, the date the action should have been taken, and the date the action was taken, if ever; for a misrepresentation by Con Edison, identify the representation alleged to be incorrect by document, page,

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 28 of 54

Contains Confidential Commerical Information

section, and clause, describe the fact or condition misrepresented, and provide the date Contractor learned of the misrepresentation.

C. For claims for which Contractor has given timely notice, Contractor must segregate and maintain, on a weekly basis, all costs associated with the claim. Documentation of all such costs shall be maintained and be made available to Con Edison upon request. Ten days after submitting the notice required by paragraph (B) of this Article, Contractor must begin submitting weekly detailed itemizations of such costs to Con Edison.

(i) For each claim for Non-Contract Work, as defined in (A)(i) of this Article, these detailed records shall include:

(a) The name, title, trade local, and number of each worker employed in such work, the dates and hours each worker was employed in such work, and the tasks performed; and

(b) The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and from whom purchased or rented.

(ii) For each claim for Increased Costs, as defined in (A)(ii) of this Article, these detailed records must include:

(a) The date the Increased Costs were incurred;

(b) The name, title, trade local, and number of the workers who performed the work whose costs were increased;

(c) The price in Contractor's bid for the performance of the work that had its cost increased, the actual cost to Contractor to perform such work, and the amount of the Increased Costs for which Contractor claims Con Edison is responsible; and

(d) The nature and quantity of any materials, plant, and equipment whose cost was increased by Con Edison's act, omission, or misrepresentation.

D. If any part of any claim permitted by this Article is based upon delay, impact, interference, interruption, disruption, loss of productivity or any other time- or schedule-related impact of any nature for which Contractor asserts Con Edison is responsible ("Alleged Delay"), then Contractor, in addition to its other obligations under this Article, shall, on projects in which any form of a critical path method ("CPM") schedule is required by the Contract, provide to Con Edison a reasonably detailed written narrative description of the Alleged Delay and its alleged time and costs impacts, a CPM schedule "fragnet" or similar document illustrating the schedule impact, if any, on the actual project schedule, and other records and documents, if any, explaining the alleged cost

Blanket Purchase Agreement 4291739,
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Proprietary and Confidential Page 29 of 54

impact (collectively, an "Impact Analysis"). (As used herein, a "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule and that demonstrate the influence or impact of delay and the method for incorporating delays and impacts into the schedule as they are encountered). Each Impact Analysis shall be submitted to Con Edison within ten (10) days of the after the start of the Alleged Delay to which it relates. Each Impact Analysis shall demonstrate the estimated time impact based on the claimed events of the Alleged Delay, the date the Alleged Delay began, the status of the project at that point in time, and show how the project schedule critical path was impacted by the Alleged Delay.

E. Contractor shall make all books, records and accounts relating to the claims permitted by this Article, including, but not limited to, the documentation of costs required by paragraph (C) of this Article and the Impact Analysis required by paragraph (D) of this Article, available for inspection and audit by Con Edison and its representatives at all times, including after the termination or expiration of the Contract. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available for inspection and audit by Con Edison and its representatives all books, records and accounts relating to the claims permitted by this Article 16, including, but not limited to, the documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, or to timely submit the Impact Analysis to the extent required by paragraph (D) of this Article shall be deemed a conclusive and binding determination by Contractor that neither the Contractor nor any of its subcontractors have provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither Contractor nor any of its subcontractors have had their costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

Strict compliance with the applicable requirements of this Article 16 is an express condition

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precedent to Contractor's right to assert any claim permitted by this Article 16.

F. Contractor's failure to provide timely notice of a claim, as required by paragraph (B) of this Article, or to collect, segregate, maintain, and make available to Con Edison documentation of all costs sought in the claim, as required in paragraph (C) of this Article, or to timely submit such costs on a weekly basis, as required by paragraph (C) of this Article, shall be deemed a conclusive and binding determination by the Contractor that neither the Contractor nor any Subcontractor has provided any services or materials beyond the scope of the Contract not covered by a written and signed change order and that neither the Contractor nor any Subcontractor has

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 30 of 54

had its costs increased by a breach of the Contract by Con Edison, and such failure shall be deemed a waiver of the claim.

17. Permits, Codes, Laws and Regulations. Contractor shall obtain and pay for all permits and licenses required for the Work except those which can be obtained only by Con Edison or O&R and those which the Contract specifically requires Con Edison or O&R to obtain. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes insofar as they relate to the Work (including but not limited to the giving of notices and the payment of fees) and shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R) and their respective, trustees, directors, officers, agents, representatives and employees against all liability arising out of Contractor's failure to do so. Contractor shall promptly examine all Contract documents and notify Con Edison in writing if it appears that any of them may fail to conform to any such code, law, ordinance, rule or regulation. Contractor shall provide Con Edison with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with the obligations imposed by this Article, including, but not limited to, the signed, sworn, payrolls or transcripts thereof setting forth the name and address of each workman, laborer or mechanic, the occupations worked, the hourly wage paid, and the supplements paid or provided, to the extent required by Section 220(3-a)(e) of the New York State Labor Law and the provisions it references, and a copy of any payment bond required by Section 137 of the New York State Finance Law. Without limiting the generality of the foregoing, Contractor agrees to comply with the Fair Labor Standards Act and, as applicable, with the provisions contained in Appendix A hereto, a copy of which has been furnished or made available to Contractor, which is incorporated in these Standard Terms and Conditions as if fully set forth herein. It contains clauses applicable to, and certifications required to be provided by, subcontractors to contractors to the Federal Government.

18. Quality Assurance/Quality Control. Contractor shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure complete conformance to the Contract with respect to materials, workmanship, construction, finish, functional performance, and identification. The program established by Contractor shall comply with any quality assurance/quality control requirements incorporated in the Contract.

19. Protection of Persons, Work and Property.

A. The risk of loss or damage to the Work prior to full completion of all Work hereunder and final acceptance thereof by Con Edison shall be borne by Contractor.

B. In the course of performing the Contract, Contractor shall at all times exercise every reasonable precaution to protect persons and property and items of Work. Contractor shall at its own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed by Con Edison. Contractor shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms,

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 31 of 54

extinguishing equipment and water lines shall be continually inspected by Contractor and shall at all times be accessible and ready for immediate use.

C. Contractor shall, while on or about the site of Work, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the Work area by Contractor's employees. Whenever the Contractor or any permitted subcontractor performs Work hereunder, its employees and consultants are required to have available for review by Con Edison a Contractor (or a subcontractor) or government-issued name and photo identification.

D. Contractor shall, at no additional cost to Con Edison, comply with all reasonable requests of Con Edison

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to enclose or specially protect Work, property or persons. If Con Edison determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work or take such steps as it deems necessary to protect Work, property or persons. The cost of such steps shall be charged to Contractor and may be deducted from any payments due Contractor, and Contractor shall not be entitled to be compensated for any costs of its own arising from such suspension.

E. Contractor shall promptly report in writing to Con Edison all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Contractor shall immediately report the accident by telephone to Con Edison.

F. Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Contractor or any other contractor on account of any accident, Contractor shall promptly report it in writing to Con Edison, giving full details of the claim.

G. Contractor will not be permitted to perform any field work until it has submitted to Con Edison and received approval of a site-specific health, safety, and environmental plan, which shall address all hazards that may be encountered and shall conform to any and all requirements stated in the Contract.

H. If in the reasonable opinion of Contractor greater precautions than those required herein or directed by Con Edison are advisable, Contractor shall implement such precautions and advise Con Edison thereof. In the event of an emergency threatening injury to persons or damage to property Contractor shall take all necessary action immediately and shall promptly notify Con Edison thereof.

20. Vehicle Spills. Contractor is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of work for Con Edison are maintained in good working condition and are not leaking any

Blanket Purchase Agreement 4291739,
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Proprietary and Confidential Page 32 of 54

fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle.

The driver must immediately notify a Con Edison authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the job site. Contractor shall be required to reimburse Con Edison and O&R for all costs associated with the cleanup of leaks and spills.

21. Maintenance of Work Site. Contractor shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and, before final payment, remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Con Edison, Contractor has failed to comply with any provisions of this Article, Con Edison may order any or all of the Work suspended until the condition is corrected, and all costs associated therewith shall be borne by Contractor.

22. Subsurface Conditions Found Different. Con Edison shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it furnishes Contractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Contractor encounter subsurface conditions at the site materially different from any of the subsurface conditions that are shown on the drawings, plans or specifications, it shall immediately give notice to Con Edison of such conditions before the conditions are disturbed. Con Edison will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary. Any increase or decrease in the cost of or time required for performance resulting from such changes shall be dealt with in accordance with the provisions of Article 13 (Changes (Including Extra Work)) and Article 6 (Excusable Delay).

23. Inspection and Tests and Correction of Defects.

A. Con Edison shall have the right to inspect any and all records of Contractor or its Subcontractors whenever Con Edison believes that this is necessary to assure it that the Work is proceeding and will proceed in full accordance with the requirements of the Contract and on schedule. In addition, all parts of the Work shall, throughout the time of performance of the

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Contract, be subject to inspection by Con Edison. Con Edison shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Contractor shall provide Con Edison's representatives with safe and proper facilities for access to and inspection of the Work, both at the construction site and at any plant or other source of supply where any equipment, material, or part may be located. Con Edison shall have the right to witness any test Contractor, or any third party acting on behalf of Contractor, conducts relating to the Work, and Contractor shall

Blanket Purchase Agreement 4291739,
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Proprietary and Confidential Page 33 of 54

give Con Edison advance written notice thereof. Con Edison shall have the right to require Contractor to perform additional tests at reasonable times and places. The cost of any additional tests required by Con Edison shall be borne by Con Edison unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Contractor.

B.No inspection, failure to inspect, or waiver of inspection on the part of Con Edison or anyone acting on its behalf shall relieve Contractor of its duty to complete the Work in full accordance with the requirements of the Contract.

C.Should it appear to Con Edison at any time prior to the completion and acceptance of the entire Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work is not suitable or of good quality or fails to conform to Contract requirements, Con Edison shall have the option to:

- (i)halt the continuation of such Work; and
- (ii)require Contractor, at Contractor's sole expense and within such reasonable time as may be fixed by Con Edison, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Con Edison and others occasioned by such Work or the materials, methods or processes employed in connection therewith; or
- (iii)perform or have performed by another all tasks stated in subparagraph (ii) above and withhold or recover the cost thereof from Contractor; or
- (iv)accept the unsuitable or nonconforming Work and reduce the Contract price by an amount Con Edison deems equitable.

In any event, Contractor shall reimburse Con Edison for all costs attributable to delays in the Work or additional work performed by other contractors to the extent they arise from Contractor's unacceptable Work.

24.Effect of Con Edison Approval. Contractor's obligations under this Contract shall not be affected by the grant to, or the exercise or non-exercise by, Con Edison of rights to inspect, test, review or approve Contractor's performance of the Work, including, without limitation, documents such as drawings, written procedures or daily reports. Any approval by Con Edison of any materials, workmanship, equipment, documents or other acts or things done or furnished or proposed by Contractor shall be construed merely as indicating that at the time of the approval Con Edison was not aware of any reason for objecting, and no such approval shall release Contractor from full responsibility for the accurate and complete performance of the Contract in accordance with its terms. Any failure of a Con Edison representative to object to any failure by Contractor to comply with any or all of the requirements of the Contract, even if apparent or discoverable, shall not be effective as a waiver of such requirements or as an acceptance of the non-compliance.

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 34 of 54

25.Subcontracting.

A.Contractors shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of Con Edison as to the tasks to be subcontracted and the Subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Contractor may utilize the services of specialty Subcontractors if they are customarily used in the industry on the work subcontracted, provided Con Edison has first approved the proposed Subcontractor. Contractor shall, as soon as practicable after execution of the Contract, notify Con Edison in writing of any Subcontractor proposed to be employed on the Work. Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

B.Contractors, shall, notwithstanding Con Edison's approval, be as fully responsible for the acts and omissions of its Subcontractors and their agents and representatives as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Con Edison, Con Edison shall have the right to rescind its approval and to require the Work

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subcontracted to be performed by Contractor or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Con Edison. Contractor shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Contractor, and comply with the other requirements relating to insurance as are required of Contractor hereunder, including, but not limited to, naming Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. and Contractor as additional insureds. Subcontracts shall provide for Contractor the same rights against the Subcontractor as Con Edison or O&R has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of Con Edison and O&R.

C.If the Contract is on a cost-plus or T&M basis and is in an amount exceeding \$100,000 and Contractor enters into a subcontract with a Subcontractor to whom Contractor is subcontracting all or any portion of the performance to be rendered hereunder on a cost-plus or T&M basis in an amount exceeding \$5,000, immediately after Contractor enters into such subcontract, Contractor shall send a copy of such subcontract to:

Consolidated Edison Company of New York, Inc.

4 Irving Place

New York, N.Y. 10003

Attention: Purchasing Department

Section Manager,

Technology and Strategic Initiatives

26.Title to Materials and Completed Work. Contractor shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances. Title to all Work Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 35 of 54

completed or in the course of construction and to all materials, equipment and structures as to which any payment has been made by Con Edison shall be in Con Edison, but this shall not affect Con Edison's right to require the correction of defective or non-conforming Work nor relieve Contractor of any other obligation arising under the Contract.

27.Investigation and Audit. Contractor hereby agrees to cooperate fully with any investigation, audit, or inquiry conducted by Con Edison or O&R or any federal, state or local government agency or authority relating to any aspect of this Contract or the Work, and the Contractor shall make all of its books, records, and accounts available for inspection and audit in connection therewith. Moreover, in the event the Contract now provides or in the future is revised to provide that the Work or any part thereof shall be done on a cost-reimbursable basis (whether or not a fee has, in addition, been fixed by the parties), T&M basis or similar basis, or if payment on such basis is to be made under Article 32 (Suspension), or Article 33 (Termination for Convenience) of these Standard Terms and Conditions), Contractor shall maintain, and in the event there are subcontracts on any of such bases shall cause the Subcontractor(s) to maintain, detailed books, records and accounts covering costs incurred in connection with such Work or, as applicable, time spent and materials used. Contractor shall make or cause to be made said books, records and accounts available for inspection and audit by Con Edison, O&R, the investigating governmental agency or authority and their respective authorized representatives during the term of this Contract and for a period of six (6) years after final payment hereunder. If an investigation, audit, or inquiry discloses that Con Edison has paid Contractor for any costs which were not in fact incurred or for any time spent or materials used which were not in fact spent or used or for any costs that were improperly charged, Contractor shall refund to Con Edison an amount equal to such payment.

28.Con Edison's Performance. Con Edison shall perform any action required of it by the Contract in order to enable Contractor to perform hereunder. Failure by Con Edison to substantially perform any such obligation shall not give rise to an action for damages by Contractor, in contract or in tort, or entitle Contractor to cancel or rescind the Contract or abandon performance hereunder. Unexcused nonperformance by Con Edison shall, however, relieve Contractor of its obligation to perform hereunder to the extent that it prevents Contractor from performing. Nonperformance by Con Edison shall be excused where caused by an act or omission of Contractor.

29.Liens. To the fullest extent permitted by law, Contractor shall defend, save harmless and indemnify Con Edison and its affiliates (including, but not limited to, O&R), and as any owner of the real property on which the project is situated, from and against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work, including all losses, liabilities, fees, costs and expenses (including attorneys' fees and legal costs) arising out of or in connection therewith. Contractor shall deliver the Work to Con Edison free and clear of all liens, claims, and encumbrances, and shall furnish Con Edison a certificate to that effect upon request.

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Contractor shall furnish Con Edison with a Contractor Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Contractor and its Subcontractors, as applicable, with the presentation of Contractor's final invoice for payment. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Contract and defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R), and any owner of the real property on which the project is situated, from and against such claims and liens and any related losses, liabilities, fees, costs and expenses. Such documents

Blanket Purchase Agreement 4291739,
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Proprietary and Confidential Page 36 of 54

shall be in a form reasonably satisfactory to Con Edison and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Neither the final payment, nor payment of any part of the retained percentage shall become due until Contractor furnishes such documents. Con Edison may withhold from payment an amount sufficient to protect Con Edison against any claims, liens or attachments. Any liens arising from Contractor's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Contractor in accordance with applicable law, within five (5) days of the filing of the lien. If Contractor fails to bond or otherwise discharge such lien, Con Edison may take any action it deems appropriate to discharge or remove such lien, including, but not limited to, payment directly to the lienor (in which case the payment to the lienor shall be deemed payment to Contractor under the Contract), or discharge of such lien by depositing monies into court or filing of a lien discharge bond, and withhold or deduct the amount of such deposit(s) and all other applicable costs and expenses from any payment otherwise due to Contractor or, if no payment is due, Contractor shall pay to Con Edison all losses, liability, damages, costs, fees and expenses incurred by Con Edison as a result of the Contractor's failure to discharge such a lien, including, but not limited to, any premiums for a discharge bond and attorneys' fees. If any lien remains unsatisfied after final payment has been made to Contractor, Contractor shall refund to Con Edison all monies that Con Edison may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

30. Bonds. Contractor shall furnish performance or payment bonds, or both, that may be required by law or requested at any time by Con Edison (including, but not limited to, any payment bonds that are required by Section 137 of the New York State Finance Law when a municipality issues a permit that is subject to Section 220 of the Labor Law). Any and all such bonds shall be in a form and in an amount, and shall have a surety or sureties, acceptable to any governmental authority having jurisdiction and to Con Edison. The premiums for all such bonds which are required by law (including, but not limited to, any payment bonds required by Section 137 of the New York State Finance Law) or which have been requested by Con Edison prior to the time of the execution of the Contract or which are required by the Contract itself shall be deemed to be included in the Contract price, and no additional compensation shall be payable to Contractor with respect to such bonds. If a bond is required by Con Edison after the Contract is executed, Contractor shall be reimbursed for the cost thereof, without any markup if it has been previously approved by Con Edison, upon submission by Contractor of satisfactory evidence of payment therefor. No change order, extension of the time for completion, failure to enforce any rights arising under the Contract, or other act or forbearance of Con Edison shall operate to release or discharge any surety or sureties under any such bonds, and such bonds shall so provide.

31. Other Contractors.

A. Contractor shall fully cooperate with other contractors and any Con Edison or O&R employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Con Edison or O&R.

B. If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Contractor, Contractor shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Con Edison or any of its affiliates (including, but not limited to, O&R) based on such Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 37 of 54

loss or damage, Con Edison shall notify Contractor, and Contractor shall indemnify and save Con Edison and its affiliates (including, but not limited to, O&R) harmless from and against any such claim and any loss, liability, damage or expense arising therefrom or in connection therewith (including attorneys' fees and legal costs).

C. Contractor and its Subcontractors shall keep informed of the progress and the details of work of other Con Edison contractors at the Work site (and of Con Edison or O&R) and shall notify Con Edison (or

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O&R, for Work ordered by O&R) immediately of lack of progress or defective workmanship on the part of any of them (or of Con Edison or O&R). Failure by Contractor to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Contractor of such other work insofar as it relates to or affects its own Work.

32.Suspension. Con Edison shall have the right, for its convenience, to suspend all or part of Contractor's performance hereunder at any time by written notice. Contractor shall, as soon as possible, resume any suspended Work when so directed by Con Edison. The time for performance shall be extended for a period equal to the delay caused by such suspension. If such suspension continues beyond a reasonable period, Contractor shall be entitled to be reimbursed for any out-of-pocket costs (exclusive of field and home office overhead or costs resulting from loss of efficiency or Work done out of sequence) which it establishes to the reasonable satisfaction of Con Edison (obtained through audit if required by Con Edison) were incurred by it thereafter solely by reason of such suspension, provided, however, that such entitlement is conditioned upon Contractor's notifying Con Edison in writing within fifteen (15) days after the beginning of such suspension that additional costs will or may be incurred thereby and upon Contractor's making claim therefor in writing within thirty (30) days after Con Edison's notice to resume work. In no event shall Contractor be entitled to a profit on such costs.

33.Termination for Convenience.

A.Con Edison may, for any reason whatsoever, including its own convenience, terminate the Contract, in whole or in part, upon ten (10) days' written notice to Contractor without liability except as expressly stated in this Article. Upon receipt of such termination notice, Contractor shall: (1) cease performance of the Work to the extent specified by Con Edison in the notice of termination and thereafter do only such Work with respect to the terminated portion of the Contract as may be necessary to preserve and protect Work already performed or in progress; (2) place no further orders or subcontracts for services, materials or equipment, except as may be necessary for completion of such portion of the Work as is not terminated; and (3) procure cancellation of all existing orders and subcontracts to the extent they relate to the performance of Work terminated (except to the extent that Con Edison requests that any such order or subcontract be assigned to Con Edison, in which case Contractor shall assign such designated orders and subcontracts to Con Edison without additional cost or expense to Con Edison). Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each order and subcontract (i) the original price of the order and subcontract and the price of each change order thereunder together with a description of the change order, (ii) the amount that Contractor paid under the order and subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the order and subcontract and each Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 38 of 54
change order thereunder.

B.In the event of such termination, Con Edison shall, in full discharge of all its obligations to Contractor, pay termination charges as follows: With respect to lump sum contracts, a percentage of the Contract price reflecting the percentage of Work performed prior to the effective date of the termination; with respect to cost reimbursable contracts, allowable costs incurred prior to the effective date of termination plus an equitable portion of any fixed fee provided for in the Contract; with respect to time-and-materials contracts, for time expended and materials purchased and paid for prior to the effective date of the termination at the Contract rates; and with respect to unit price contracts, for units of Work completed prior to the effective date of termination at Contract rates. In addition, regardless of the type of contract, Con Edison shall reimburse Contractor for any unavoidable out-of-pocket costs of cancellation payments to Subcontractors resulting directly from the termination which Con Edison agrees in writing were not taken account of in the aforementioned payments. Upon Con Edison's request, Contractor shall promptly provide Con Edison with a sworn statement itemizing these cancellation costs and promptly furnish to Con Edison all applicable contractual documents to which the cancellation costs relate or under which the cancellation costs arise. Contractor shall not be entitled to be compensated for any other costs arising from the termination, direct or indirect (including, without limitation, field and home office overhead and accountants' or attorneys' fees), whether or not based on Work performed prior to the effective date of termination. All termination payments shall be less (a) prior amounts paid on account of the Contract price and (b) the value of any salvage available to Contractor with respect to any material, structures or equipment purchased or manufactured prior to cancellation. Contractor shall use its best efforts to minimize termination charges. All termination charges shall be subject to audit by Con Edison.

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C.If payments on account of the Contract price made prior to the effective date of termination exceed the above termination charges, the excess shall be refunded promptly to Con Edison. Except as agreed in writing, termination shall not relieve either party of any obligation which may arise out of Work performed prior to termination, including, but not limited to, Contractor's obligation to correct defective work and all warranty obligations. In no event shall Con Edison be liable to Contractor for damages of any kind whatsoever arising out of the termination, whether based on lost profit, unrecovered or increased home office or other overhead resulting from termination-related reductions in workload or in direct costs, lost opportunities to obtain other jobs, or otherwise.

34. Confidentiality. All reports, specifications, software, drawings, photographs, technical information, information regarding locations of facilities, and other information furnished by Con Edison or O&R or originally furnished or prepared by Contractor or its subcontractors in connection with the Work shall, except to the extent indicated in writing by Con Edison (or O&R, with respect to Work ordered for O&R), be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Work, and be delivered or returned to Con Edison upon completion of such performance. Contractor shall not use Con Edison's or O&R's name, or otherwise identify Con Edison or O&R, in connection with any advertisement or any announcement regarding the Work or for any other purpose without obtaining Con Edison's prior written permission or, with respect to O&R, O&R's prior written permission. Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to Con Edison and O&R, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, Contractor agrees that either or both of Con Edison and O&R shall be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

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Proprietary and Confidential Page 39 of 54

Edison and O&R will be entitled to injunctive relief to enforce the terms of this article, in addition to their remedies at law.

35. Infringement. If Contractor, in performing this Contract employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Contractor shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Contractor shall indemnify and hold Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns harmless from and against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Con Edison, and any loss, liability, damage or expense or relating thereto, resulting from the use or manufacture of any designs, processes, materials, tools or equipment provided to Con Edison or O&R or employed in the performance of the Work. Contractor shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against an indemnified party. Con Edison shall notify Contractor of any such claim, suit or proceeding in writing and give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Contractor shall promptly, at its own expense and at its option, either (a) procure for Con Edison (or O&R with respect to Work performed for O&R) the right to continue using it or (b) with the approval of Con Edison, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

36. Indemnification. To the fullest extent allowed by law, Contractor agrees to defend, indemnify and hold harmless Con Edison and its affiliates (including, but not limited to, O&R) and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons, or damage to property, including the property of Con Edison or O&R, and statutory or administrative fines, penalties or forfeitures resulting in whole or in part from, or connected with, the performance of the Work by Contractor any subcontractor or their respective agents, servants, employees or representatives, and including claims, loss, damage and liability arising from the partial or sole negligence of Con Edison or non-parties to the Contract (including, but not limited to, O&R). Contractor expressly agrees that Con Edison and O&R may pursue claims for contribution and indemnification against Contractor in connection with claims against Con Edison or O&R for injury and/or death to Contractor's employees notwithstanding the provisions of Section 11 of the Workers' Compensation Law limiting such claims for contribution and indemnification against employers, and Contractor hereby waives the limitations on contribution and indemnity claims against employers provided in Section 11 of the Workers' Compensation Law insofar as such claims are asserted by Con Edison or O&R against Contractor.

37. Insurance. Contractor shall procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance

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shall be placed with insurance companies acceptable to Con Edison.

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 40 of 54

A. Employment related insurance.

(i) Workers' Compensation Insurance as required by law.

(ii) Employer's Liability Insurance, including accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee).

(iii) Where applicable, insurance required by the United States Longshoremen's and harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.

B. Commercial General Liability Insurance, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three (3) years after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without Con Edison's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the Work and completed operations. There shall be no exclusion for claims by Contractor's or any Subcontractor's employees against Con Edison or O&R based on injury to Contractor's or any Subcontractor's employees. To the extent any Work is in or related to public streets, roadways, walkways, or similar areas and is being performed under a New York State, City of New York, or other municipal permit, the insurance policy or policies shall also name the State of New York, the City of New York or such other municipality as additional insureds. At Con Edison's request, and without any additional cost to Con Edison, the insurance policy or policies shall also name the owners of adjoining properties as additional insureds where any portion of the Work hereunder involves or impacts such adjoining properties.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by Contractor or any subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

D. Where the Work involves the use of aircraft, Aircraft Liability Insurance, covering all owned, non-owned and hired aircraft, including helicopters, used by Contractor or any Subcontractors, with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. The insurance policy shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds.

E. For the asbestos abatement portion and the lead abatement portion of the Work, Asbestos

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 41 of 54

Abatement General Liability Insurance and Lead Abatement Liability Insurance, as applicable, each with a combined single limit of not less than \$7,500,000 for bodily injury or death and property damage. Each insurance policy shall name Con Edison, O&R and Consolidated Edison, Inc. as additional insureds. Where the abatement work is to be performed by a subcontractor, Contractor shall require the subcontractor to name Contractor, Con Edison, O&R and Consolidated Edison, Inc. as additional insureds and to submit copies of the policies to Con Edison.

F. In the event the Work includes any architectural, engineering, design, or other professional services, Professional Liability Insurance in the amount of not less than \$3,000,000 per occurrence for the duration of the Contract and for at least three years following final completion and acceptance of the Work.

Contractor shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

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At least three days prior to commencing Work, Contractor shall furnish Con Edison with copies of the policies specified in paragraphs B and E of this Article and Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Con Edison is an additional insured with respect to all coverages enumerated in paragraphs B, D and E of this Article. Con Edison shall have the right, upon request, to require Contractor to furnish Con Edison, with a copy of the insurance policy or policies required under paragraphs A, C, D and F of this Article.

To the fullest extent allowed by law, Contractor agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the Work.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Contractor shall be deemed to have assumed tort liability for any injury to any employee of Contractor or Con Edison arising out of the performance of the Work, including injury caused by the partial or sole negligence of Con Edison.

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Proprietary and Confidential Page 42 of 54

Edison and notwithstanding any statutory prohibition or limitation of Contractor's contractual obligations hereunder.

In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the Work, Contractor, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event that any claim, allegation, suit, or action is made against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc.. In addition, in the event of any bodily injury, death, and property damage, or other accident or harm that is in any way connected with the Work and arises out of, relates to, or is in any way connected with, the use, operation, alteration, repair, or maintenance (including, without limitation, cleaning or painting) of (i) an automobile, truck, or any other kind of land-based vehicle, or (ii) a ship, vessel, boat, barge or other water craft, Contractor, in accordance with the provisions of its Comprehensive Automobile Liability Insurance policies and/or its marine liability insurance (including, but not limited to, Protection and Indemnity Insurance), as applicable, shall promptly and in writing notify the insurer(s) issuing such policies of the same regardless of the employment status of the person who sustains or on whose behalf the injury, death or damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of Contractor and on behalf of Con Edison, O&R and Consolidated Edison, Inc. and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of Contractor, Con Edison, O&R and Consolidated Edison, Inc. under the policies in the event of any claim, allegation, suit, or action against Contractor, Con Edison, O&R and/or Consolidated Edison, Inc. The notices required by this paragraph shall be in addition to notices that Contractor provides to its insurers issuing policies of Workers' Compensation Insurance, Employer's Liability Insurance, or coverage required by the United States Longshoremen's and Harbor Workers' Act, the Federal Liability Act, or the Jones Act. Simultaneously with providing the written notice required by this paragraph to the applicable insurers, Contractor shall provide a copy of such written notice (including a copy of any incident or accident report and, if applicable, the form C-2 ("Employer's Report Of Work-Related Injury/Illness")), as follows: if the accident or incident occurs in connection with Work for Con Edison, copies shall be sent to : Consolidated Edison Company of New York, Inc., Law Department, 4 Irving Place, New York, N.Y. 10003, Attention: General Litigation-Insurance Specialist, Room 1840; and if the accident or incident occurs in connection with Work for O&R, copies shall be sent to: Orange and Rockland Utilities, Inc., One Bluehill Plaza, Pearl River, NY 10965, Attention: Legal Services, 4th Floor.

Certificates of Insurance identifying the Contract shall be sent to:

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 43 of 54

Consolidated Edison Company of New York, Inc.

4 Irving Place, 17th Floor

New York, N.Y. 10003

Attention:Purchasing Department

Supplier Management Group (SMG)

38.Taxes. Except as may be expressly provided to the contrary elsewhere in the Contract (and notwithstanding the

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provisions of Article 47 (Conflicting Documents; Headings"), the Contract price includes all federal, state and local sales, use, excise, occupational, franchise, property, gross receipts, privilege and other taxes that may be applicable to the Work, and all federal, state and local taxes, contributions, and premiums imposed upon or measured by Contractor's and any Subcontractor's payrolls.

39. Amendments. No revision or modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.

40. Assignment. Contractor shall not assign the Contract or any or all of its rights under the Contract without the written consent of Con Edison, and any assignment made without such consent shall be void. In the event of an assignment of the Contract, Contractor shall not be relieved of its obligations under the Contract, but shall be jointly and severally liable with the assignee for all of the Contractor's obligations under the Contract. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause to the effect that the right of the assignee to any monies due or to become due to Contractor shall be subject to any and all claims based on services rendered or omitted or materials supplied or not supplied in the performance of the Work.

41. Cancellation for Default. In the event Contractor is in default of any of its obligations under the Contract, Con Edison shall have the right, on written notice to Contractor and any sureties, to cancel the Contract for default. Contractor shall be deemed to be in default hereunder if it is in default of any of its obligations under the Contract or makes any statement or performs any act indicating that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof) or rejects the Contract under the United States Bankruptcy Code or ceases to pay its debts promptly or becomes insolvent or commences or has commenced against it any insolvency proceeding or finds its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors. In the event of cancellation for default hereunder, Article 33 (Termination for Convenience), shall not apply, and Con Edison shall have all rights and remedies provided by law and the Contract. Without intending to limit the generality of the foregoing, it is specifically understood and agreed that Con Edison shall have the right, at its election and without prejudice to any other remedies, (i) to exclude Contractor from the construction site, or any portion of the construction site, (ii) to complete or employ a third party to complete the Work or any portion of the Work, and hold Contractor liable for any additional cost occasioned thereby, (iii) to take possession of any or all materials, tools, equipment and appliances at the construction site for the purpose of completing the Work or any portion of the Work, (iv) to compel Contractor to assign any or all subcontracts with Subcontractors to Con Edison Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 44 of 54

without additional cost or expense to Con Edison, and/or (v) to negotiate new contractual arrangements with Subcontractors for such Subcontractors to complete all or any portion of the work on terms agreeable to Con Edison. Upon Con Edison's request, Contractor shall promptly provide Con Edison with Contractor's sworn statement stating, for each subcontract with each Subcontractor (i) the original price of the subcontract and the price of each change order thereunder together with a description of each such change order, (ii) the amount that Contractor paid under the subcontract and each change order thereunder, and (iii) the amount of retention held by Contractor under the subcontract and each change order thereunder. Following cancellation of the Contract for default, Contractor shall not be entitled to any further payment until the work has been fully completed and accepted, and Con Edison may retain from any money otherwise due Contractor for services rendered prior to cancellation an amount which Con Edison determines is adequate to cover all damage resulting from Contractor's default. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Con Edison. Upon cancellation for default of the Contract under this Article, Con Edison shall be entitled to cancel for default any or all other contracts between the Contractor and Con Edison, and such cancellation shall be governed by this Article. Also, a cancellation for default of any other contract between Contractor and Con Edison shall entitle Con Edison to cancel for default the Contract under this Article. In the event that Contractor demonstrates that a cancellation of the Contract and any other contract cancelled for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 33, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

42. Ownership of Documents and Materials; Ownership of Intangible Property

A. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for Con Edison (hereinafter, "Con Edison Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use Con Edison may make of them, shall be the sole and exclusive property of Con Edison. To the extent that any of the Con Edison Materials comprises copyrightable subject matter, such Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States,

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and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the Con Edison Materials is not deemed a work made for hire, Contractor hereby assigns to Con Edison such Con Edison Materials, without any requirement of further consideration, all right, title, and interest in and to such Con Edison Materials and the copyrights relating thereto. To the extent that any of the Con Edison Materials does not comprise copyrightable subject matter, Contractor hereby assigns to Con Edison, without any requirement of further consideration, all right, title, and interest in and to all such Con Edison Materials and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any documents that Con Edison deems necessary to effectuate such assignments.

B. With respect to all documents and materials, including, but not limited to, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, computer programs and source code created or otherwise prepared by Contractor in connection with Work ordered for O&R (hereinafter "O&R Materials"), regardless of any statements thereon or therewith purporting to make them confidential or to limit the use O&R may make of them, shall be the sole and exclusive property of O&R. To the extent that any of the O&R Materials comprises copyrightable

Blanket Purchase Agreement 4291739,
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Proprietary and Confidential Page 45 of 54

subject matter, such O&R Materials and the copyrights relating thereto shall be considered "works made for hire" under the copyright law of the United States, and the equivalent of works made for hire as recognized under the copyright laws of other countries. To the extent that any of the O&R Materials is not deemed a work made for hire, Contractor hereby assigns to O&R such O&R Materials, without any requirement of further consideration, all right, title, and interest in and to such O&R Materials and the copyrights relating thereto. To the extent that any of the O&R Materials does not comprise copyrightable subject matter, Contractor hereby assigns to O&R, without any requirement of further consideration, all right, title, and interest in and to all such O&R Materials and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any documents that O&R deems necessary to effectuate such assignments.

C. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with any services ordered or performed for Con Edison (collectively, the "Con Edison Work Product") shall belong solely to Con Edison. Contractor shall disclose immediately to Con Edison all Con Edison Work Product upon its conception. Contractor hereby assigns to Con Edison, at the time of conception of the Con Edison Work Product and without any requirement of further consideration, all right, title and interest in and to all such Con Edison Work Product and all intellectual property rights related thereto. Upon the request of Con Edison, Contractor shall execute any and all documents that Con Edison deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated into the Con Edison Work Product any intellectual property that was created prior to the effective date of the Contract that is not owned by Con Edison or O&R ("Prior Work") and such Prior Work is specifically identified in writing to Con Edison, then such Prior Work shall remain the property of Contractor, and Contractor hereby grants to Con Edison, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the Con Edison Work Product, and to make modifications thereto. Contractor shall not cause or permit the disclosure to any third party of any material information concerning the Con Edison Work Product without the express prior written consent of Con Edison, which consent may be withheld in the sole and unfettered discretion of Con Edison.

D. All inventions, concepts, techniques, processes, improvements, discoveries and ideas, whether patentable or not, conceived by Contractor, its officers, employees, agents or subcontractors in connection with services ordered or performed for O&R, (collectively, the "O&R Work Product") shall belong solely to O&R. Contractor shall disclose immediately to O&R all O&R Work Product upon its conception. Contractor hereby assigns to O&R, at the time of conception of the O&R Work Product and without any requirement of further consideration, all right, title and interest in and to all such O&R Work Product and all intellectual property rights related thereto. Upon the request of O&R, Contractor shall execute any and all documents that O&R deems necessary to effectuate and confirm such assignment. Notwithstanding the foregoing, in the event Contractor has incorporated any Prior Work into the O&R Work Product and such Prior Work is specifically identified in writing to O&R, then such Prior Work shall remain the property of Contractor, and

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Contractor hereby grants to O&R, a non-exclusive, royalty-free, perpetual worldwide license to use, copy, reproduce, publish, disclose and distribute the Prior Work to the extent it is incorporated into the O&R Work Product, and to make modifications thereto. Contractor shall not

Blanket Purchase Agreement 4291739,
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Proprietary and Confidential Page 46 of 54

cause or permit the disclosure to any third party of any material information concerning the O&R Work Product without the express prior written consent of O&R which consent may be withheld in the sole and unfettered discretion of O&R.

43.Relationship of Parties. Contractor shall be an independent contractor in the performance of the Work. No right of supervision, requirement of approval or other provision of the Contract and no conduct of the parties shall be construed to create a relationship of principal and agent, partners or joint venturers between the parties, or joint employers of Contractor's employees.

44.Third Party Rights. O&R is a third party beneficiary of the Contract and may enforce the Contract. Con Edison's affiliates and other non-parties referenced in Articles 4, 7, 14, 17, 19, 25, 27, 29, 31, 35, 36, 37, 44 and 56 are third party beneficiaries and may enforce those Articles and any other articles in which the affiliates or non-parties are specifically referenced. There are no other third party beneficiaries of the Contract.

45.Waiver. Neither the acceptance of the Work or any part thereof nor any payment therefor nor any order or certificate issued under the Contract nor any performance by Con Edison of any of Contractor's duties or obligations nor any failure by Con Edison to insist on strict performance by Contractor of any of the Contract terms or to otherwise assert its rights shall be deemed to be a waiver of any provision of the Contract or of any rights or remedies to which Con Edison may be entitled because of any breach hereof. No cancellation or rescission hereof in whole or as to any part of the Work because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of such breach. No waiver shall be effective against Con Edison unless in writing and signed by Con Edison's authorized representative, and any such

Blanket Purchase Agreement 4291739,
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Proprietary and Confidential Page 47 of 54

waiver shall be effective only with respect to the particular event to which it specifically refers.

46.Set-Off. Con Edison shall have the right to set off against any sums due Contractor under the Contract or any other contract between Con Edison and the Contractor or otherwise, any claims Con Edison may have against Contractor under the Contract or any other contract between Con Edison and Contractor or otherwise, without prejudice to the rights of the parties in respect of such claims.

47.Conflicting Documents; Headings. To the extent, if any, that the specifications, plans, drawings and other documents that may be incorporated herein conflict with any typewritten provision of the BPA, CPA or purchase order form or the Standard Terms and Conditions of which this Article is a part, the typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the BPA, CPA or purchase order form and these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent provision in these Standard Terms and Conditions and states that such provision does not apply, in which case the conflicting or inconsistent typewritten provision of the BPA, CPA, purchase order form or any special conditions incorporated by reference therein shall take precedence and govern. In the event that Contractor's offer is referred to in the Contract, in any instance where any provisions of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary in the Contract, such other provisions of the Contract shall take precedence and govern. All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The headings of the articles, sections and paragraphs of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any such article, section or paragraph.

48.Notices. All notices required or permitted to be given under the Contract shall be in writing and given by either party by personal delivery, by reputable overnight courier or certified mail, return receipt requested, addressed to the other at the address shown in the Contract. The address of either party may be changed by written notice to the other.

49.Entire Agreement. The Contract, as it may be amended in accordance with Article 39 (Amendments) of these Standard Terms and Conditions, contains the entire agreement between Con Edison and Contractor with respect to its subject matter. If any provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Any prior or contemporaneous oral or written understandings or agreements relating to the subject matter of the Contract are merged herein.

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50. Governing Law. The Contract shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, applicable to agreements made and to be performed in that state. Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 48 of 54

51. Waiver of Trial by Jury. Contractor hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on all matters whatsoever arising out of or in any way connected with the Contract or any claim of damage resulting from any act or omission of the parties in any way connected with the Contract.

52. Submission to Jurisdiction/Choice of Forum.

A. Contractor hereby irrevocably submits to the jurisdiction of the state and federal courts situated in the City of New York or in Westchester or Rockland County with regard to any controversy arising out of or relating to the Contract. Contractor agrees that service of process on Contractor in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to Contractor at the address shown in the Contract or at the address of any office actually maintained by Contractor, or by actual personal delivery to Contractor. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B. Contractor consents to the selection of the state and federal courts situated in the City of New York or in Rockland or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract. Contractor also agrees that all discovery in any proceeding will take place in the City of New York or in Westchester or Rockland County.

53. Limitation on Time to Sue. No action shall be brought by Contractor based on any controversy or claim arising out of or related to the Contract, or any breach thereof, more than two years after accrual of the cause of action.

54. Performance of Work During Pendency of Disputes. If any claim or dispute shall arise under or relating to the Contract or the Work, Contractor shall continue, during the pendency of such claim or dispute, to perform the Work and comply with all other obligations under the Contract as though no such claim or dispute had arisen. Except as otherwise provided in the Contract, during the pendency of any such claim or dispute, Contractor shall be entitled to receive payments from Con Edison only with respect to non-disputed items or matters, and payments, if any, with respect to disputed items or matters shall be deferred until final resolution of the claim or dispute. Nothing in this Article 54 shall be construed to affect the provisions of Article 16.

55. Enablement in the Procurement System. In the event Contractor is not presently enabled in the Procurement System (Oracle E-Business Suite iSupplier) to transact business electronically with Con Edison (which includes receiving requests for quotation, submitting bids, receiving orders and submitting invoices), Contractor shall promptly become enabled.

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 49 of 54

56. Gift Policy and Unlawful Conduct. Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and Subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or O&R or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor represents, warrants, and covenants that Contractor, its agents, employees, representatives and Subcontractors have not engaged and will not engage in any of the acts prohibited under this Article. Upon a breach of any these representations, warranties, or covenants and/or the commission of any act prohibited under this Article, Contractor shall be in default under the Contract and all other contracts between Con Edison and Contractor and (a) Con Edison may, in its sole discretion, cancel for default the Contract and any other contract between Con Edison and Contractor, (b) Con Edison may, in its sole discretion, remove Contractor from Con Edison's list of qualified bidders, (c) Contractor shall have forfeited all rights it has under the Contract and any other contracts between Con Edison and Contractor (including, but not limited to, the right to payments for work performed or goods furnished), and (d) Con Edison shall have no further obligations to Contractor relating to such contracts. In addition, Contractor shall be liable to Con Edison for all damages caused to, and costs incurred by, Con Edison as a result of any violation of this Article, including the costs

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and expenses of internal and external attorneys and investigations. Whenever Con Edison has a good faith reason to believe that Contractor may have violated this Article, and conducts an investigation into such potential violation, then, to the fullest extent permitted by law, no payments shall be due Contractor under the Contract or any other contract between Con Edison and Contractor during the pendency of such investigation. The remedies set forth in this Article are non-exclusive, and Con Edison expressly reserves all rights and remedies under such contracts, and in law and equity. For the purposes of this Article, the term "Con Edison" shall include all of Con Edison's affiliates (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this Article to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849). 332439v.2

Appendix A

APPENDIX A – REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other Party to the contract with Con Edison is referred to as the "Contractor")

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 50 of 54

with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text. Some general guidance as to the applicability of clauses or certifications incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (JUL 1995)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$100,000.

ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$100,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (JUL 1995)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$100,000.

CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$25,000)

Con Edison is required to decline to enter into contracts in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment by the Federal Government in the absence of a compelling reason to do so. When Con Edison is compelled to enter into a contract with such a Contractor, Con Edison is required to furnish certain information to the Federal Government in connection with that contract. Accordingly, the Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that will exceed \$25,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 51 of 54

UTILIZATION OF SMALL BUSINESS CONCERNS

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

The Contractor agrees to be bound by and comply with the clause entitled "Utilization Of Small Business Concerns

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(MAY 2004)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

SMALL BUSINESS SUBCONTRACTING PLAN

(this clause is applicable to contracts in excess of \$500,000 [\$1,000,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2002)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government (including the submission of Standard Forms 294 and/or 295).

EQUAL OPPORTUNITY

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (APR 2002)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor agrees to be bound by and comply with the applicable regulations contained in: (1) Parts 60-1 and 60-2 of Title 41 of the Code of Federal Regulations, which implement Executive Order 11246; (2) Part 60-250 of Title 41 of the Code of Federal Regulations, which implements section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and (3) Part 60-741 of Title 41 of the Code of Federal Regulations, which implements section 503 of the Rehabilitation Act of 1973.

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 52 of 54

PROHIBITION OF SEGREGATED FACILITIES

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING; TOXIC CHEMICAL REPORTING

(these clauses are applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in section (b) of the clause entitled "Certification of Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-13 of the Federal Acquisition Regulations (section 52.223-13 of title 48 of the Code of Federal Regulations) and agrees to be bound by and to comply with the clause entitled "Toxic Chemical Release Reporting (AUG 2003)," which is contained in Section 52.223-14 of the Federal Acquisition Regulations (section 52.223-14 of title 48 of the Code of Federal Regulations).

NOTICE OF EMPLOYEE RIGHTS

(this clause is applicable to contracts exceeding \$100,000 with contractors having a formally recognized union and that are located in jurisdictions where applicable state law does not forbid enforcement of union security agreements)

The Contractor agrees to post the notice required by Chapter 470 of Title 29 of the Code of Federal Regulations, which implements Executive Order 13201.

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(this certification is applicable to contracts exceeding \$100,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such

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certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this Contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 53 of 54

(SEP 2006)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: **(i)** the clause entitled "Utilization of Small Business Concerns (MAY 2004)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); **(ii)** the clause entitled "Equal Opportunity (MAY 2002)" [probably should be "(APR 2002)"] contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); **(iii)** the clause entitled "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); **(iv)** the clause entitled "Affirmative Action for Workers with Disabilities (JUN 1998)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); **(v)** the clause entitled "Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)" contained in Section 52.222-39 of the Federal Acquisition Regulations (section 52.222-39 of title 48 of the Code of Federal Regulations); and **(vi)** the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)." If the contract between Con Edison and the Contractor is for the supply of "commercial items" as the quoted term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations), then, to the extent that the clause entitled "Subcontracts For Commercial Items (SEP 2006)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (SEP 2006)" and the clauses referenced in such clause, and (b) to make and comply with the provisions of the certifications that are referenced in this Appendix A.

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Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Con Edison policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, O&R). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

Blanket Purchase Agreement 4291739,

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Proprietary and Confidential Page 54 of 54

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Signatures

Buyer Supplier

(Authorized Representative Signature) (Authorized Representative Signature)

Name Name

(Title) (Title)

(Date) (Date)